

ORB 5631 Pg 1168

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared Lucila Suarez to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999

last aforesaid. (SEAL) Notary Public in and for the State and County
 My Commission expires: March 13, 1999
Theresa E. Moore

1829-3
ORB 5631 Pg 1169

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared SYLVIA ESTER J. MASLEWSKI to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999

last aforesaid. (SEAL) Notary public in and for the State and County of Florida
My Commission expires: March 13, 1992
Thelma E. Moore

1829-4

ORB 5631 Pg 1170

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.08 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.

2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

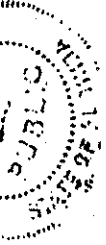
John M. Midolo

Before me personally appeared John M. Midolo to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999

last aforesaid. (SEAL) Notary Public in and for the State and County

My Commission expires: March 13, 1999



1831-1
ORB 5631 Pg 1171

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.08 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.

2) "No amendment shall be passed which shall impair, by prejudice the rights and priorities of mortgagees."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared Walter Montano to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12 day of March 1999

Notary Public in and for the State and County of Florida
My Commission expires: March 13, 1992
William E. Moore

1831-2

ORB 5631 Pg 1172

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.

2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees."

STATE OF: Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared GAETANO MONTANTE to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18 day of March 19 99

Notary public in and for the State and County

My Commission expires: March 13, 1999
Alvin J. Moore

1831-3

088 5631 Pg 1173

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared HARRY SAMPSONIS to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19th day of March 1999

last aforesaid. (SEAL)

Notary Public in and for the State and County

My Commission expires: March 19, 1999

Thelma E. Moore

1837 # 1
 ORB 5631 Pg 1174

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X
Emilee Matthews

Before me personally appeared Emilee Matthews to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of March 1999

Notary Public in and for the State and County
 last aforesaid. (SEAL) My Commission expires: March 13, 1999
Thelma F. Moore

1037-2
ORB 5631 Ps 1175

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment."
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X
Thelma E. Moore

Before me personally appeared Thelma Moore to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 27th day of March 1999

Thelma E. Moore
Notary Public in and for the State and County of Florida
My Commission expires: January 1999

1837 43
 ORB 5631 Pg 1176

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X. Sub-section 10.01. Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.08 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared John D. Duffre to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16th day of March 1999

Notary Public in and for the State and County
 My Commission expires: March 3, 1998
John E. Williams

1837-4
088 5631 Pg 1177

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared Gregory S. Seid to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2 day of March 1999

last aforesaid, (SEAL) Notary public in and for the State and County of Florida. My Commission expires: March 13, 1999
William E. Gibson

ORR 5631 Pg 1178

1789-2

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association, as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

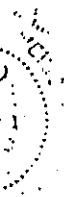
- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared ELIZABETH HAVEN to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

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

Notary public in and for the State and County of Florida
My Commission expires: March 13, 1999
Thomas E. Mason



1839-3
ORB 5631 Pg 1179

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared ELMA N. MAKI to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

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

Notary public in and for the State and County of Florida
My Commission expires: March 13, 1992
Helene F. Moore

088 5631 Pg 1180 839 # 4

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association ~~as~~ having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.03 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF Florida X : SS. COUNTY OF Palm Beach X
James P. Frederick

Before me personally appeared James P. Frederick to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of March 1999

Notary Public in and for the State and County
last aforesaid. (SEAL) My Commission expires: March 13 1999
Thomas E. Moore

1876 # 1
 ORB 5631 Pg 1181

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees."

STATE OF: Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared Eric S. Nolan to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of March 1999

Notary Public in and for the State and County
 My Commission expires: March 13, 1999
John E. Moore

1840 d 2
088 5631 Pg 1182

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appertenant to any unit except as set forth in Subparagraph 30.08 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF: Florida X : SS. COUNTY OF Palm Beach X
Morris E. Doby

Before me personally appeared Maria E. Doby to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of March 1999

Notary Public in and for the State and County
last aforesaid. (SEAL) My Commission expires: March 31, 1999
Harold E. Moore

088 5631 Pg 1183

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgage or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees."

Richard C. Johnson
Richard C. Johnson

STATE OF Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared Richard C. Johnson known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999

Notary Public in and for the State and County

M. E. Moore
M. E. Moore

My Commission expires:

174-4
ORB 5631 Pg 1184

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appertenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared SEIJA PAJALA to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999

last aforesaid. (SEAL) Notary Public in and for the State and County of Florida My Commission expires: March 10, 1999
Julius E. Moore

1844-2

1844-2

098 5631 Ps 1185

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X. Sub-section 10.01. Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote. To approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgage or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared EDNA TRESGOTT to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18 day of March 1999

Notary public in and for the State of Florida
last aforesaid. (SEAL) My Commission expires: March 13, 1992
Thelma E. Moore

1744-3
ORB 5631 Pg 1186

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 3D.08 of article XXX, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared Wm. A. Robinson to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

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

Notary public in and for the State and County of Florida
My Commission expires: March 13 1999
John E. Moore

18 44-4
ORB 5631 Pg 1187

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

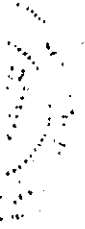
- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.08 of article XX, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared Luis C. L. E. R. to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999

Notary public in and for the State and County of Florida
My Commission expires: March 19, 1992
Thelma E. Moore



1846 4 /
ORB 5634 Pg 1138

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.02 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment."
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF Palm Beach X
Candace M. Walker

Before me personally appeared Candace M. Walker to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of March 1999

last aforesaid, (SEAL) Notary public in and for the State and County of Florida
My Commission expires: March 13, 1999
Thelma E. Moore

1746-3
ORB 5631 Pg 1189

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its Place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared Jean Joseph DeLoe to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25 day of March 1999

Notary Public in and for the State and County of Florida
My Commission expires: March 23, 2002
Jean Joseph DeLoe
Notary Public

1846-4
Fairview Villas Dr.

088 5631 Pg 1190

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy-five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty-one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.

2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared Helen Mattson to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18 day of March 1999

Notary Public in and for the State of County
last aforesaid. (SEAL) My Commission expires: March 13, 1999
Helen E. Moore

088 5631 Ps 1191

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.02 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.

2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Fla. X : SS. COUNTY OF Palm Beach X

Before me personally appeared Angelle Paled to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2 day of April 1999

last aforesaid. (SEAL) My Commission expires: 11/1/01

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES 11/1/01

1850 - 2
ORB 5631 Pg 1192

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgage or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared BRENDA F. FISHER to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18 day of March 19 99

Notary Public in and for the State of and County last aforesaid. (SEAL) My Commission expires: March 13, 1998

Thelma F. Moore

/ 850 # 3
088 5631 Pg 1193

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy. Provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appertenant to any unit except as set forth in Subparagraph 30.08 of article XXX, unless the record owner(s) thereof and all record owners of mortgage or other voluntarily placed liens thereon shall join in the approval of the amendment."
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees."

STATE OF: Florida X : SS. COUNTY OF: Seminole X
Andrew M. Webster

Before me personally appeared Andrew M. Webster to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of March 1999

Notary public in and for the State and County
My Commission expires: March 13, 1999
Thelma E. Moore

1850 # 4
 ORB 5631 Pg 1194

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy-five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach

Before me personally appeared Luis R. Rodriguez to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15 day of March 1999

Notary public in and for the State and County
 My Commission expires: March 13, 1999
Stephen E. Moore

11-06-1

ORR 5631 Pg 1195

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the voices of the unit owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:
1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X ; SS. COUNTY OF Palm Beach X

Before me personally appeared Elizabeth B. McNulty described in and to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of March 1992

Notary public in and for the State and County
last aforesaid. (SEAL) My Commission expires: March 13, 1992
John E. Moore

1776-2

ORB 5631 Pg 1196

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.08 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared Robert Martin to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 26 day of March 1999

Notary public in and for the State and County of Florida
 My Commission expires: March 13, 1992
John E. Moore

1956 # 3

ORB 5631 Pg 1197

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.08 of article XXX, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF Palm Beach X
Eleanor Chura

Before me personally appeared Eleanor Chura to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of March 1999

Notary public in and for the State and County
 My Commission expires: March 19, 1999
William E. Moore

17-1-11
088 5631 Pg 1198

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy provided there be at least fifty one (51%) percent of the owners casting a vote to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF Florida X : SS. COUNTY OF Palm Beach X
Charles H. Portledge

Before me personally appeared Charles H. Portledge to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999

last aforesaid. (SEAL) Notary public in and for the State of Florida County
My Commission expires: NOV 13 1992
Thomas F. Mone

1866 # 1
 ORB 5631 P: 1199

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy-five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty-one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment."
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees."

Henry L. Gavin X

STATE OF Florida X ; SS. COUNTY OF: Palm Beach

Before me personally appeared Henry L. Gavin to me well known and known to me to be (the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16 day of March 1999

Notary Public in and for the State and County
 My Commission expires: March 13, 1999
Thomas E. Moore

1860-2

ORB 5631 Ps 1200

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

- 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.08 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared, Kathryn M. Morrison, to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

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

19-88

Patricia A. Jones
last address (SEAL)

Notary public in and for the State and County
NOTARY PUBLIC, STATE OF FLORIDA,
My Commission Expires SEPT. 12, 1998.

1860 # 3

ORE 5631 Pg 1201

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

James F. Richardson
James F. Richardson X

STATE OF: FLORIDA X : SS. COUNTY OF: PALM BEACH X

Before me personally appeared JAMES F. RICHARDSON and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10th day of MAY 1999.

Notary public in and for the State and County of Palm Beach. My Commission expires: 06/30/00

ORB 5631 Pg 1202

1860 - 4

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF Florida x : SS. COUNTY OF Palm Beach x

Before me personally appeared Carole S. Hartman to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12 day of March 1998

last aforesaid. (SEAL) Notary public in and for the State and County of Florida My Commission expires: March 13, 1998
John E. Moore

1866 M 3

ORB 5631 Pg 1203

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of Article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.

2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared Lillian Wassenaar to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

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

Notary public in and for the State and County
My Commission expires: March 13, 1999
Alma E. Moore

1846-4

ORB 5631 Pg 1204

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgage or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF Florida X : SS. COUNTY OF Palm Beach X
 Audrey H. Hull X

Before me personally appeared Audrey H. Hull to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999

Notary public in and for the State and County
last aforesaid. (SEAL) My Commission expires: March 13, 1999
John E. Moore

17-11
ORB 5631 Pg 1205

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF: Florida X : SS. COUNTY OF: Palm Beach X

Before me personally appeared Harriet J. Bell to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22 day of March 1999

Notary public in and for the State and County
My Commission expires: May 13/1999
William E. Moore

1870-3

088 5631 Pg 1206

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

- 10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:
 - 1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the approval of the amendment.
 - 2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

STATE OF: Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared Butler Stewart to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999
Notary Public in and for the State and County

My Commission expires: March 13, 1992
Thelma E. Moore

1870 - 4

ORB 5631 Pg 1207

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01. This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.

2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF Florida X : SS. COUNTY OF Palm Beach X
Walter J. E. Mighel

Before me personally appeared WALTER J. E. MIGHEL to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March 1999

Notary public in and for the State of FLA. and County
My Commission expires: March 13, 1999
Thomas E. Moore

1876-1
ORB 5631 Pg 1208

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.

2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages.

STATE OF: New Jersey X ; SS. COUNTY OF: Union X
Bruce J. Matzger X

Before me personally appeared Bruce J. Matzger to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 14th day of MARCH 1999

Notary Public in and for the State and County of New Jersey
My Commission expires: ROSE G. PATRIZIO

NOTARY PUBLIC
1100 EAST ...
7000

1976 # 3

088 5631 Pg 1209

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION;

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose, written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida; provided that:

1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of article XXX, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon shall join in the approval of the amendment.

2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgages."

STATE OF: Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared Mary Natani to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of March 1999

Notary public in and for the State and County of Florida My Commission expires: July 26, 1999
John E. Moore

1876 # 4
ORB 5631 Pg 1210

Whereas, the undersigned, being all record owners of the Condominium Parcels of this Condominium, desire to further amend the DECLARATION:

NOW, THEREFORE, the undersigned do hereby join in, consent and agree to amend the Declaration of Condominium for FAIRVIEW VILLAS CONDOMINIUM as follows:

A. Article X, Sub-section 10.01, Amendment of DECLARATION is hereby deleted in its entirety and the following is inserted in its place:

"10.01 This Condominium Declaration may be modified or amended by three fourths (3/4) or seventy five (75%) percent of the votes of the unit-owners who are voting in person or by proxy, provided there be at least fifty one (51%) percent of the owners casting a vote, to approve the modification and/or amendment at a meeting called for said purpose. Written notice of which shall be sent to all unit owners not less than thirty (30) days in advance of the meeting setting forth the purpose of said meeting. A copy of any such amendment by unit owners shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective upon recording of a certified copy thereof in the Public Records of Palm Beach County, Florida, provided that:

- 1) No amendment shall change any condominium parcel nor a unit owners proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.08 of article XXX, unless the record owner(s) thereof and all record owners of mortgage or other voluntarily placed liens thereon shall join in the approval of the amendment.
- 2) "No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees."

STATE OF Florida X : SS. COUNTY OF Palm Beach X

Before me personally appeared N. D. Budd to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of March 1999

last aforesaid. (SEAL) My Commission expires: March 19, 1999
William E. Moore
Notary Public in and for the State and County of Palm Beach, Florida

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN E. BISHOP
CLERK CIRCUIT COURT

51193

DECLARATION OF CONDOMINIUM

ESTABLISHING

FAIRVIEW VILLAS CONDOMINIUMS

SECTION ONE

SUBMISSION STATEMENT

This instrument was prepared by
LEONARD JAFFE

123 NE 22 ST

MIAMI, FLA. 33138
CITY AND STATE

77 APR 29 AM 11:50

WHEREAS, ANGORA ENTERPRISES, INC., a Florida corporation, hereinafter called "Developer", the holder of title of record to the property described as FAIRVIEW VILLAS CONDOMINIUMS, SECTION ONE, according to the Plat thereof as recorded in Plat Book 10, Page 20, of the Public Records of Palm Beach County, Florida, and

WHEREAS, the Developer contemplates erecting on the afore-said real property buildings containing eight apartment units, and

WHEREAS, the Developer desires to constitute the afore-described lands as condominium property and submit the same to condominium ownership, and

WHEREAS, buildings housing eight apartment units are situated upon a portion of said lands situated in Palm Beach County, Florida, more particularly described on Exhibit "A", Page 2, attached hereto and made a part hereof;

NOW, THEREFORE, the Developer, for itself, its successors, assigns and grantees hereby states and declares that the land described on the aforesaid Exhibit "A", Page 1, is submitted to condominium ownership, pursuant to the requirements of Chapter 711 of the Statutes of the State of Florida, as amended, hereinafter termed the "Condominium Act", the provisions of which said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving any by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and the Bylaws of this Association. Both the burdens imposed and the benefits shall run with each unit and the interest in common property as defined herein.

I. Name

1.01 The name of the condominium is FAIRVIEW VILLAS CONDOMINIUMS, SECTION ONE.

Viking
VIKING CODEY INC.

3831 Poinciana Drive
Lake Worth, Fla. 33460

FILE NO 2672 PAGE 1

-7-

1.02 The name of the unit owners' association is FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation organized under the laws of the State of Florida, hereinafter referred to as the "Association". The resident agent designated to receive service of process upon the condominium is LEONARD JAFFE, whose resident address is 123 Northeast 79th Street, Miami, Dade County, Florida.

II. Land

The land included in this Condominium is as described in Exhibit "A", Page 1, attached hereto and made a part hereof as if fully set forth herein.

III. Definitions

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of §711.03 (Florida Statutes, as Amended) of the Condominium Act and as follows unless the context otherwise requires:

3.01 "Assessment" - means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

3.02 "Association" - means the Condominium Association described on Page 1 and its successors, which is responsible for the operation of the condominium.

3.03 "By-Laws" - means the By-Laws for the government of the condominium as they exist from time to time.

3.04 "Common Elements" -

- (1) All of those items stated in the Condominium Act.
- (2) Tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association.
- (3) All condominium property not included in the apartment units otherwise designated.
- (4) Any interests, rights and liabilities created under restrictions and covenants running with the land.
- (5) All utility services defined in 3.18 hercof which are located within the area described in 4.05 hercof which are required to furnish the subject utility services.

3.05 "Common Expenses" include:

- (1) Expenses of administration and management of the Association and of the condominium property.

- (2) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, and of the portions of the townhouse to be maintained by the Association.
 - (3) The cost of carrying out the powers and duties of the Association.
 - (4) Expenses declared common expenses by the provisions of this Declaration or by the By-Laws of the Association.
 - (5) Any valid charge against the condominium property as a whole.
- 3.06 "Common Surplus" - means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- 3.07 "Condominium" - means all of the condominium property as a whole when the context so permits, including the lands and all improvements thereon, and all easements and rights of way appurtenant thereto intended to fuse in connection with the condominium. A condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.
- 3.08 "Condominium Parcel" - means a unit together with the undivided share in the common elements which is appurtenant to the unit.
- 3.09 "Declaration" or "Declaration of Condominium" or "Enabling Declaration" - means this instrument, or as it may from time to time be amended.
- 3.10 "limited Common Elements" - means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
- 3.11 "Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company,

individual or business entity authorized to do business in Florida. The term, "institutional mortgage" and "institutional first mortgage" shall also have the same meaning as the term "mortgage".

3.12 "Operation" or "Operation of the Condominium" means and includes the administration and management of the condominium property.

3.13 "Unit" - means a part of the condominium property which is to be subject to private ownership, as designated on the Exhibits attached and made a part of this Declaration. The word "Apartment" as used herein and in the condominium survey is synonymous with the word "Unit" as defined herein. "Unit Owner" or "Owner of a Unit" means the owner of a condominium parcel. The words "Apartment Owner" as used herein are synonymous with the words "Unit Owner" as defined herein.

3.14 "Apartment" - means unit as defined by the Condominium Act.

3.15 "Apartment Building" - means any building separated from any other buildings containing one or more apartment units.

3.16 "Apartment Owner" or "Owners" - means the owner of an apartment parcel, referring here to each of the 8 separate and numbered dwelling units designated in the survey, also sometimes referred to as apartment in this Declaration.

3.17 "Apartment Parcel" - means an apartment and common element having the same numbers identified in the survey, plus an undivided interest in the common elements as prescribed for each apartment on the Exhibits attached.

3.18 "Utility Services" - shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

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

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when received.

STATE OF FLORIDA
DEPARTMENT OF STATE



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

CERTIFICATE OF INCORPORATION
OF
FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 22nd day of November
19 76

Charter Number: 737382

GIVEN under my hand and the Great
Seal of the State of Florida at
Tallahassee, the Capital, this the
30th day of November

1976



SECRETARY OF STATE

Case No.
Number 1076

-70-

ARTICLES OF INCORPORATION

OF

FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

The name of the corporation shall be:

FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to F.S. 711.12, for the operation of Fairview Villas Condominium, located in Palm Beach County, Florida, and to operate, administer and carry out the functions and duties of the Condominium as set forth in the Declaration of Condominium and By-Laws.

Nov 22 4 20 PM '99
SECRETARY'S OFFICE
MIAMI, FLORIDA

ARTICLE III

All persons who are owners of condominium units within the Condominium shall automatically be members of this Corporation. Such membership shall automatically terminate when such person is no longer the owner of a condominium unit.

Subject to the foregoing procedures for voting, admission to, and termination of membership shall be governed by the Declaration of Condominium and the Association's By-Laws, all of which shall be filed among the Public Records of Palm Beach County, Florida.

ARTICLE IV

The term of the Association shall be perpetual.

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ARTICLE V

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

<u>NAME</u>	<u>ADDRESS</u>
BEATRICE B. WERNER	2100 Sans Souci Boulevard North Miami, Florida 33181
SANDRA JAFFE	2331 Bicknell Avenue Miami, Florida 33129
ROBERT BIRNBAUM	6220 S.W. 123rd Terrace Miami, Florida 33156

ARTICLE VI

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

<u>NAME</u>	<u>ADDRESS</u>
BEATRICE B. WERNER, President	2100 Sans Souci Boulevard North Miami, Florida 33181
SANDRA JAFFE, Vice President and Assistant Secretary	2331 Bicknell Avenue Miami, Florida 33129
ROBERT BIRNBAUM, Secretary/Treasurer	6220 S.W. 123rd Terrace Miami, Florida 33156

ARTICLE VII

- (a) The affairs of the Association shall be managed by a Board consisting of the number of directors determined by the By-Laws, but there shall be not less than three directors. Directors need not be members of the Association.
- (b) All of the duties and powers of the Association existing under the Commonwealth Act, Declaration of Condominium, Articles and By-Laws of the Association shall be exercised exclusively by the Board of Directors, its members, successors or employees, subject only to approval by unit owners when that is specifically required.

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REC-2672 PAGE 66

(c) Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

(d) The first election of directors by members of the Association other than the developer of the Condominium shall not be held until the following:

(1) When unit owners other than the Developer own 15% or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the Board of Administration of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of an Association;

(2) Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) Three months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(4) When all of the units that will be operated ultimately by the Association have been completed, none of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(5) When some of the units have been conveyed to purchasers, and some of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The developer is entitled to elect at least one member of the Board of Administration of an Association as long as the Developer holds fee simple in the ordinary course of business and until a condominium operated by the Association.

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The directors named in these Articles shall serve until their successors are elected by the members other than the Developer, and any vacancies occurring before the time for the election of their successors by members, shall be filled by the Developer.

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

<u>NAME</u>	<u>ADDRESS</u>
ALEC ENGELSTEIN	66 South Flaugler Drive West Palm Beach, Florida
MICHAEL B. KRAMER	2121 N.E. 205th Street North Miami Beach, Florida
JULES CSASZI	11 West Coconut Drive Lake Worth, Florida

ARTICLE VIII

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

ARTICLE IX

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

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting which the proposed amendment is to be considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors 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, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

- (1) by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

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(2) by not less than 80% of the votes of the entire membership of the Association.

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

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

ARTICLE X

This Corporation shall have all of the powers set forth in Florida Statute 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and Exhibits annexed hereto.

ARTICLE XI

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement or 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 at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred. When the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights which that person may be entitled.

This Corporation shall issue no shares of stock of any kind and there shall be no dividends paid to any of the members nor shall any part of the income of the Corporation be distributed to its Board of Directors or Officers.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 1st day of November, 1976.

[Signature]
BEATRICE B. WERNER

[Signature]
SANDRA JAFFE
[Signature]
ROBERT BIRENBAUM

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

BEATRICE B. WERNER, SANDRA JAFFE and ROBERT BIRENBAUM, appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles this 1st day of November, 1976.

[Signature]
NOTARY PUBLIC

My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA
IN (COUNTY) COUNTY, STATE OF FLORIDA
EXPIRES (DATE) (DATE) (DATE)

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REC-2672 REC 70

MANAGEMENT AGREEMENT

THIS AGREEMENT, made the 1st day of March, 1977, and between FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as "Association", and FAIRVIEW VILLAS MANAGEMENT COMPANY, a Florida corporation, hereinafter referred to as "Manager" or "Management Firm".

W I T N E S S E T H:

WHEREAS, Association has been formed to administer the operation and management of the Condominium described in the Declaration of Condominium to which this Management Agreement is attached, said Condominium being hereinafter referred to in this Agreement as the "Condominium" or "condominium property"; and all references hereinafter contained to an "apartment" or "Apartments" mean the Condominium Units and/or Parcels; and

WHEREAS, the Developer, whose name appears at the end of this Agreement, hereinafter, referred to as "Developer", is in the process of promoting and developing FAIRVIEW VILLAS, a condominium community in Palm Beach County, Florida, of which the condominium property hereinabove referred to is a part; and

WHEREAS, orderly and uniform administration and management of the Condominium in FAIRVIEW VILLAS is necessary and essential and requires the employment of a Manager, and accordingly, in the Declaration of Condominium to which this Management Agreement is attached, the Association has covenanted that the Condominium, the operation of which is the Association's responsibility, is to be at all times under the Management Firm's complete supervision,

operation and control, and the Management Firm is to have the right to determine the budget, and fix and collect assessments required and necessary therefor, as to said Condominium as provided in said Declaration of Condominium and in this Agreement, and pursuant to the Laws of the State of Florida; and

WHEREAS, the Management Firm is desirous of furnishing such management services;

NOW, THEREFORE, in consideration of the foregoing premises, the promises and covenants herein made, and the sum of Ten (\$10.00) Dollars to each the other in hand paid, receipt of which is hereby acknowledged, it is agreed as follows:

MANAGEMENT

1. Employment. The Association does hereby employ the Manager as the exclusive Manager of the condominium property and the Manager does hereby accept such employment.
2. Purpose. The Association is the governing body for FAIRVIEW VILLAS CONDOMINIUM. The purpose of entering into this Agreement is to relieve the individual members of the Association from the daily duties and responsibilities of handling the details of managing the Association as set forth herein and from the daily duties and responsibilities of maintaining the condominium property and for the purpose of providing efficient, competent, professional, comprehensive and continuous management for the condominium property.
3. Term. This Agreement shall have full force and effect from the date this Agreement is fully executed for a period of three years from daid date unless sooner terminated in accordance

with FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC. BYLAWS, or pursuant to the Florida Statutes 718.302. Subsequent to the above mentioned three year period, this Agreement shall be renewable yearly, unless sooner terminated as hereinafter described.

4. Duties of Manager:

(a) The Manager will provide for the maintenance and operation of all improvements and the maintenance of the landscaping of the grounds of the Condominium. Such maintenance and operation will include the making of repairs and the performing of such other functions and services as are required to maintain and operate the condominium in a first-class manner as would be expected of an efficient building operation. The operation of the Condominium shall include the performance of all duties and responsibilities required of the Association by the condominium documents other than those reserved specifically to the Board of Directors of the Association.

(b) Manager will provide a responsible person or persons who will be elected an officer or officers of Association in order that the maintenance and operation of the Condominium shall be conducted in the name of the Association.

(c) All funds collected by Manager from assessments against Condominium Unit Owners shall be deposited in bank accounts of the Association, and the person or persons furnished by Manager for the purpose shall be authorized by Association to withdraw funds from such accounts in payment of the costs of maintenance and operation of the Condominium.

(d) All persons handling or responsible for funds of the Association shall be bonded at the expense of the Association in the amounts required by the Bylaws of the Condominium.

(e) The collection and accounting for the annual assessment from Condominium Owners of the maintenance fee for the common element expenses shall be the responsibility of the Manager, and he shall have the right to establish the time and manner during each year that said annual assessment shall be paid by the Condominium Owners to the Association.

5. Services of Manager. It is understood that the Manager has the exclusive right to make all final decisions as to any maintenance or repairs or as to lawn, shrubbery or landscaping care. The Manager shall not be responsible for any damages caused by any act of God, nor shall the Manager be responsible for any repair to the condominium apartments or repair of any appliances, plumbing, wiring, or ducts located in the individual condominium units.

6. Assistance to the Association. The Manager shall assist the members of the Association in the handling of Board meetings and annual association member meetings as said meetings may be held from time to time as requested to do so. The Manager shall have the responsibility of keeping records of all expenditures by the Association and shall only distribute such records upon approval of the Board of Directors of the Association.

7. Manager's Compensation. It is specifically understood and agreed that Management shall perform all of the services required of it hereunder at no cost or expense whatever to itself, but solely at the cost and expense of the Association and/or others, as elsewhere herein provided. As compensation, fee or profit for its services hereunder, Management shall receive a fixed fee, free of all charges and expenses, in the amount of \$5.00 per month per unit, which sum shall be assessed by the Association as a common expense of the Condominium created by the Declaration of Condominium to which this Agreement is attached. Association shall pay to Management its management fee monthly, in advance, on or before the tenth (10th) day of each month for the term of this

Agreement.

8. Liability of Manager. The Manager shall not under any circumstances be liable under or by reason of this Agreement, either directly or indirectly for any accident, injury, breakage or damage of any machinery or appliances not attributable to the action or inaction of the Manager or any of its employees, agents or servants; nor shall it be held responsible for any loss, damage, detention or delay in furnishing materials or failure to perform its duties as herein provided when such is caused by fire, flood, strike, acts of civil or military authorities or by insurrection or riot, or by any other cause which is unavoidable or beyond the control of the Manager or of any of its employees, agents or servants.

9. Emergency Repair. In the event of an emergency in which damage is done or being threatened to the Condominium, the Manager shall have authority to act for the Association in meeting such emergency. Said emergencies may include, without limitation, fires, tornadoes, wars, hurricanes or other acts which require immediate action. Any costs incurred by the Manager pursuant to this paragraph shall be paid by the Association if not covered by insurance.

10. Amendment or Modifications. This Agreement constitutes the entire agreement between the parties hereto and no variance or modification hereto shall be valid or enforceable, except by an amendment or supplemental agreement in writing executed or approved in the same manner as this Agreement.

11. Severability. Invalidation of any portion of this Agreement or any provision shall in no way affect any other provision

of the remainder of this Agreement which shall remain in full force and effect.

12. Binding Effect. This Agreement shall be binding upon the successors and assigns of the parties hereto and may not be assigned by the Manager without the written consent of the Association.

13. Termination of Agreement. After the Association has elected or controls a majority of the members of the Board of Directors of the Association, the Manager upon thirty (30) days' written notice to the Association, may terminate this Agreement.

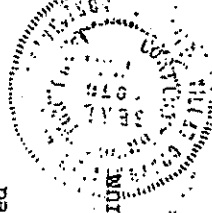
IN WITNESS WHEREOF, the Manager and the Association have caused this instrument to be executed by their duly authorized officers or agents, the day and year first above written.

Signed, sealed and delivered in the presence of:

Richard Burns
Cristina P. Munez

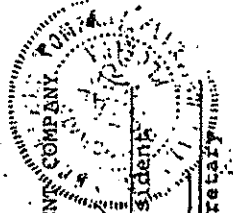
FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC.

By [Signature] President
Attest [Signature] Secretary



Wesley Woodard
Ray Lassin

FAIRVIEW VILLAS MANAGEMENT COMPANY, INC.
By [Signature] President
Attest [Signature] Secretary



LEGAL DESCRIPTION

That part of Lot 7, Block 4, PLAT NO. 1, PALM BEACH PLANTATIONS, Model Land Company's Subdivision of Section 7, Township 44 South, Range 43 East, as recorded in Plat Book 10, Page 20, Public Records of Palm Beach County, Florida, described as follows:

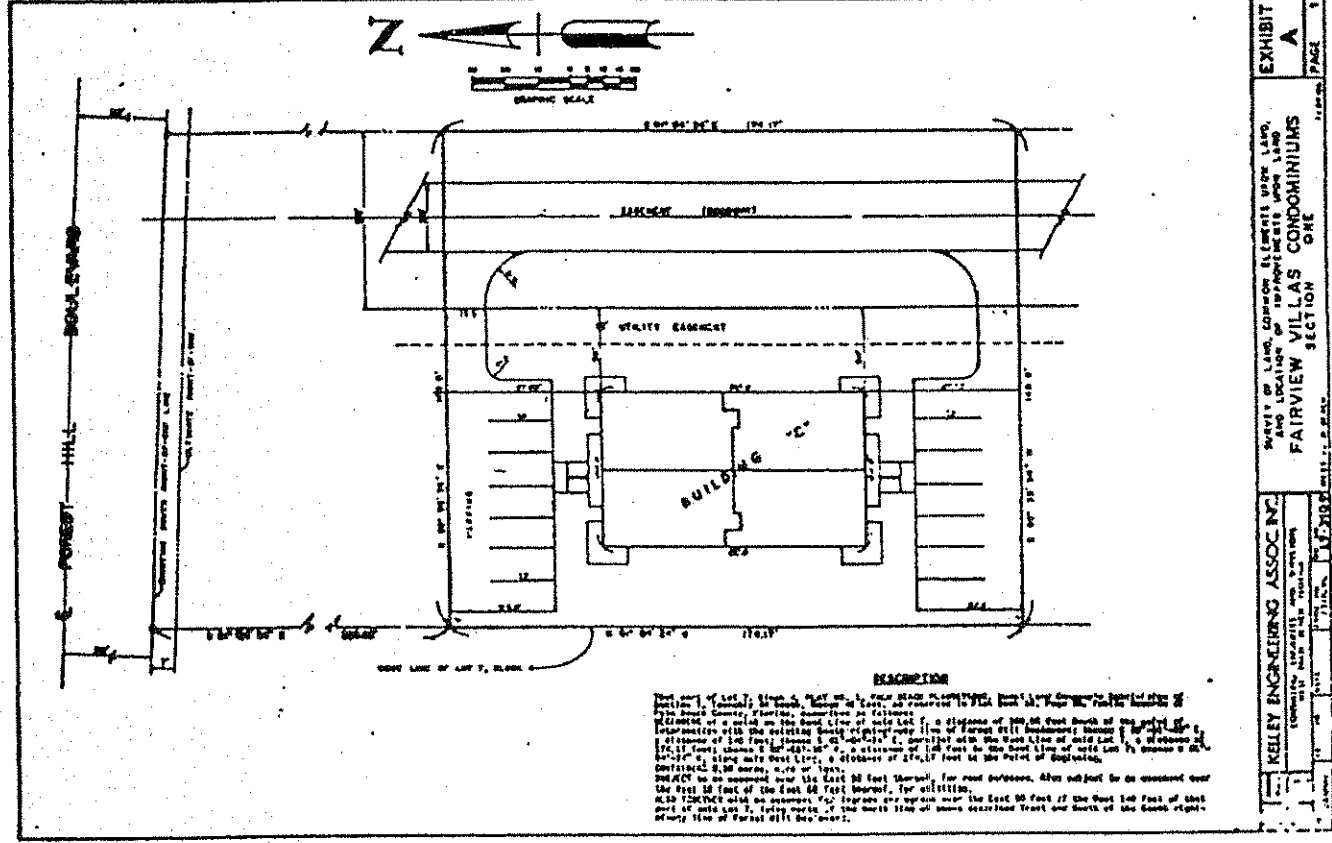
BEGINNING at a point on the West line of said Lot 7, a distance of 380.68 feet South of the point of intersection with the existing South right-of-way of Forest Hill Boulevard; thence N 88°55'36" East, a distance of 140 feet; thence S 01°04'24" East, parallel with the West line of said Lot 7, a distance of 174.17 feet; thence S 88°55'36" West, a distance of 140 feet to the West Line of said Lot 7; thence N 01°04'24" West, along said West Line, a distance of 174.17 feet to the Point of Beginning.

CONTAINING 0.56 acres, more or less.

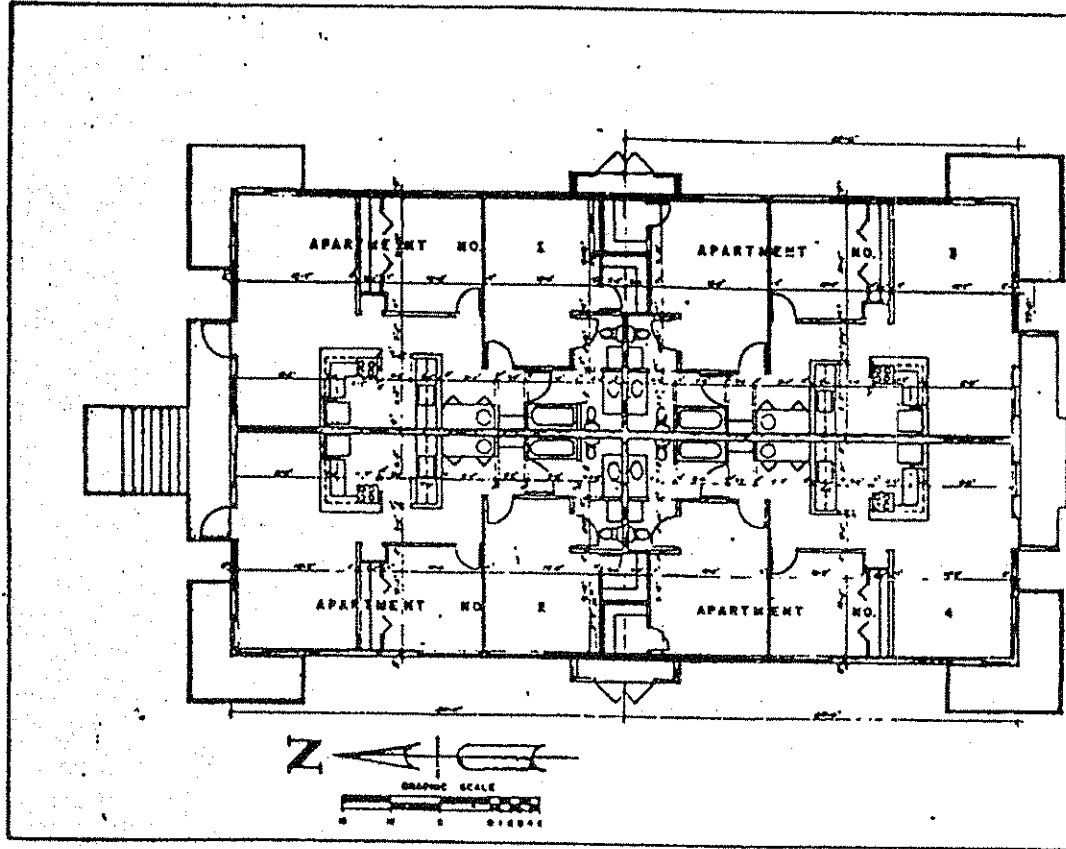
SUBJECT to an easement over the East 50 feet thereof, for road purposes. Also subject to an easement over the West 10 feet of the East 60 feet thereof, for utilities. ALSO TOGETHER with an easement for ingress and egress over the East 50 feet of the West 140 feet of that part of said Lot 7, lying North of the North line of above described tract and South of the South right-of-way line of Forest Hill Boulevard.

PLAT 2672 PAGE 77

Exhibit "1"



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NOTE: THE APARTMENT NUMBER SHOWN ON THIS FLOOR PLAN IS THE APARTMENT NUMBER AS SHOWN ON THE DEED RECORDS.

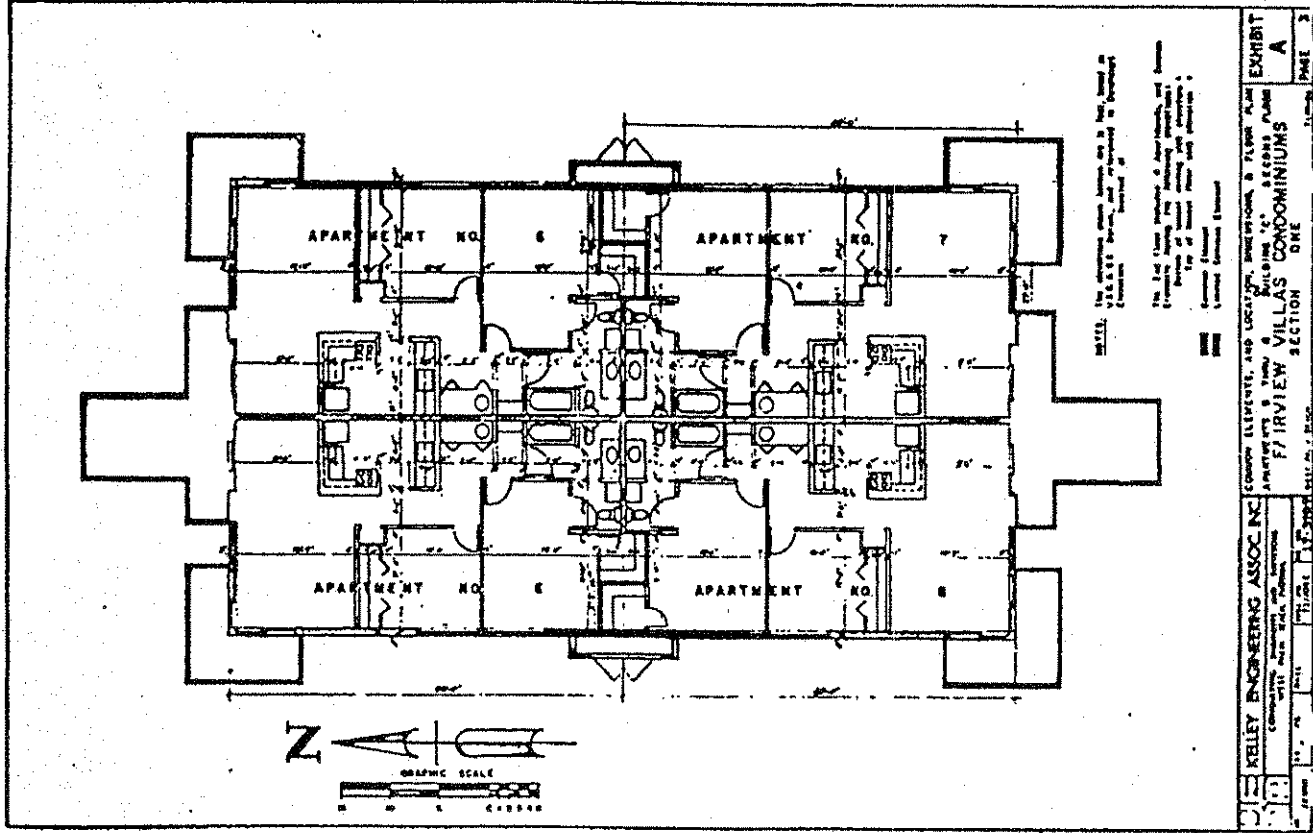
FOR A FULL LISTING OF APARTMENT NUMBERS AND UNIT NUMBERS, SEE THE DEED RECORDS.

SEE EXHIBIT B FOR UNIT NUMBERS.

FAIRVIEW ENGINEERING ASSOC. INC. CONSULTING ENGINEERS 1001 N. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304		COMMON ELEMENTS AND LOCATIONS, OVERLOOKS, & FLOOR PLAN APARTMENTS 1 THRU 4 FAIRVIEW VILLAS CONDOMINIUMS SECTION ONE	EXHIBIT A
DATE	10/15/98	PROJECT NO.	98-001
SCALE	AS SHOWN	SHEET NO.	79

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CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

That The First State Bank of Lantana, the holder of a mortgage recorded in Official Record Book 2597, page 149, in the Public Records of Palm Beach County, Florida, does hereby consent to and join in the foregoing Declaration of Condominium of

Fairview Villas, a Condominium.

DATED this 20th day of April, 1977.

Signed, Sealed and Delivered in our Presence:

Chris Janna

Margaret Shaver

THE FIRST STATE BANK OF LANTANA

[Signature] (SEAL)
Its Sr. V. P.

ATTEST:
BY [Signature]
Its V.P. & Cashier

(CORPORATE SEAL)

STATE OF Florida : SS.
COUNTY OF Palm Beach :

Before me, the undersigned authority, personally appeared E. David McLaughlin, Jr. and Frank R. Tantlinger as Sr. V. P. and V.P. & Cashier, who acknowledged before me that they executed this Consent and Joinder on behalf of THE FIRST STATE BANK OF LANTANA, in their official capacities for the uses and purposes herein set forth.

WITNESS my hand and official seal in the State and County aforesaid, this 20th day of April, 1977.



[Signature]
Notary Public

(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 19, 1978
BONDED THROUGH THE STATE DEPARTMENT OF REVENUE

Notary Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

IV. "The Condominium" is described as follows:

4.01 A survey of the land and a graphic description of the improvement or improvements in which units are located and the identification of each unit by letter, name or number, so that no unit bears the same designation as any other unit, and the plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions, attached hereto as Exhibit "A".

4.02 Amendment of Plans: Developer reserves the right to change the interior design or arrangement of all units so long as developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration, and provided, further, that an amendment for such purposes need be signed and acknowledged only by the developer and mortgagee, and need not be approved by the Association or apartment owners or by condominium, whether or not elsewhere required for an amendment.

4.03 Easements expressly provided for and reserved in favor of the owners and occupants of the apartment units, their guests and invitees, as follows:

- (1) Utilities: Blanket easements are reserved throughout the condominium property as may be required for the utility services in order to serve the condominium area adequately.
- (2) Encroachments: In the event that any apartment or the recreation area shall encroach upon any of the common elements or any other apartment for any reason other than the intentional act of the apartment owner, or owner of the recreation area, or in the event that any common elements shall encroach upon any apartment then an easement shall exist to the extent of such encroachments so long as the same shall continue.
- (3) Traffic: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, and

other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the apartment owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that the space may be specifically designated and assigned for parking purposes.

Attached as Exhibit "A", Page 1, is a Plot Use Plan reflecting the real property and improvement for the subject condominium and certain contiguous real property.

4.04 Number of Apartment: Each apartment shall be identified by a letter or number different from all other apartments.

4.05 Apartment Dimensions: Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the unit which boundaries are as follows:

- (1) Horizontal Dimension: Each apartment shall consist of the area bounded by the unfinished interior surfaces of the perimeter walls of such apartment, Any outside wall of a utility storage area shall be considered a perimeter wall.
- (2) Vertical Dimension: Each apartment shall consist of the space bounded at the top side of the floor system closest to the ground level; and bounded at the bottom side of the ceiling system closest to the roof.
- (3) Paragraph 1 and 2 above shall not include those items referred to in Paragraph 3.04 (5) of this Declaration.

V. Identification of Units, Survey, Shares in Common Elements, Prorations of Common Expenses, Voting Rights

5.01 The improvements on the land are described in Exhibit "A", Page 1, and that certain number of units set forth in Exhibit "A", Pages 2 & 3 attached, together with common elements and limited common elements. In connection with Floor Plans and Plot Plan, the said plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference, and the said Plans have been certified in the manner required by the Condominium Act and are attached hereto. Each unit owner and any officer, agent, employee or designee of the Association or the Board of Directors shall have access across the limited common elements for the purpose of ingress and egress.

5.02 The undivided interest owned by each unit owner in the common elements is set forth in Exhibit "A", attached, except as set forth in Subparagraph 30.09 of Paragraph XX, infra. The percentage assigned each unit shall be the basis upon which assessments are made as provided for in Paragraph XXII infra.

5.03 Subject to the provisions and restrictions set forth in the Bylaws of the Association responsible for the operation of this condominium, based on carefully determined and established criteria, the unit owners of the respective units are each entitled to one vote for each unit.

Joint ownership of any individual unit shall count for that fractional share of a vote as the percentage of ownership bears to the total ownership. Entireties ownership shall represent one-half of the vote for each spouse.

VI. Condominium Parcels, Appurtenances, Possession and Enjoyment

6.01 The condominium parcel is a separate parcel of real property, the ownership of which is in fee simple, or any other estate of real property recognized by law.

6.02 There shall pass with a unit as appurtenances thereto:

- (1) An undivided share in the common elements.

- (2) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (3) An undivided share in the common surplus.
- 6.03 The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

VII. Restraint upon Separation and Partition of Common Elements

7.01 The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

7.02 A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

7.03 The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

VIII. Common Elements

8.01 Common elements include within its meaning the following items:

- (1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.
- (2) All parts of the improvements which are not included within the units.
- (3) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
- (4) An easement of support in every portion of a unit which contributes to the support of a building.

- (5) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
- (6) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.
- (7) Each unit owner shall have one (1) parking space per unit with a number on it corresponding to his apartment number. All other parking spaces shall be irrevocably assignable by, at the discretion of, and for such consideration, if any, as may be established by the Developer and/or the Association, as the case might be. All parking spaces shall be deemed limited common elements.
- (8) The roof of each building shall be common element including but not limited to the master television antennas on each building.
- (9) Building identification signposts.
- (10) The recreational improvements.
- (11) Lighting fixtures utilized to illuminate the common elements.
- 8.02 All of the residents of FAIRVIEW VILLA CONDOMINIUMS, Section One and their guests and business invitees, shall have an easement over all of the private roads constructed by the Developer over and upon the subdivision known as FAIRVIEW VILLAS CONDOMINIUMS, SECTION ONE, according to the Plat thereof as recorded in Plat Book 10, page 20, of the Palm Beach County Public Records.

IX. Deposits

All monies advanced or deposited on any contract for the purchase of a condominium unit prior to filing a Notice of Commencement for the condominium project pursuant to Chapter 711, Florida Statutes, shall be held in a special account by the Seller or its duly authorized agent and shall not be commingled with the funds of the Seller. If such monies shall remain in this special account for more than three (3) months, and if it shall earn interest, the interest so earned shall be added to the principal and paid or credited to the buyer or seller, as the case may be, who is entitled to receive the principal upon the closing or upon breach of the contract.

X. Amendment of Declaration

10.01 This Condominium Declaration may be modified or amended by three-fourths (3/4's) (75%) of the unit owners executing the modification instrument with the formalities of a deed and recording same in the Public Records of Brevard County, Florida; provided, however, that:

(1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit except as set forth in Subparagraph 30.09 of Paragraph XX, unless the record owner(s) thereof and all record owners of mortgages of other voluntarily placed liens thereon shall join in the execution of the amendment.

(2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

10.02 Invalidation of any part of this Condominium Declaration or any provisions contained in the Plat of the condominium property, or in a conveyance of a unit in the condominium by judgment, court order or law shall in no way affect any of the other provisions which shall remain in full force and effect.

10.03 This Condominium Declaration shall be binding upon and inure to the benefit of unit owners and their grantees, heirs, personal representatives, successors, assigns and any and all parties claiming by, through or under any unit owner.

XI. By-Laws

The operation of the condominium property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "C". No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this declaration in accordance with the formalities set forth herein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel.

XII. The Association, its Powers and Responsibilities

12.01 The operation of the condominium shall be vested in the Association.

12.02 No unit owner, except as an officer of the Association, shall have any authority to act for the Association.

12.03 The powers and duties of the Association shall include those set forth in the By-Laws referred to above, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed it by this Declaration, including, but not limited to:

- (1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other unit or units.
- (2) The power to make and collect assessments and to lease, maintain, repair or replace the common elements.
- (3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners at all times.
- (4) The power to enter into contracts with others for valuable consideration, for the maintenance and management of subject property, including the normal maintenance and repair of the common elements and in connection therewith, to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each unit owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

XIII. Maintenance, Limitation upon Improvement

13.01 The maintenance of the common elements shall be the responsibility of the Association.

13.02 There shall be no material alteration or substantial additions to the common elements or limited common elements, except in a manner provided herein:

13.03 No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any addition thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

XIV. Common Expenses and Common Surplus

14.01 Common expenses shall include the costs of carrying out the powers and duties of the Association, and any other expenses designated as common expense by this Declaration and the By-Laws.

14.02 Funds for the payment of common expenses shall be assessed against unit owners in the proportion of percentages of sharing common expenses provided in Subparagraph 30.09 of Paragraph XXX, *infra*.

14.03 The common surplus shall be owned by the apartment owners in the shares provided in Subparagraph 30.09 of Paragraph XXX, *infra*.

XV. Assessments, Liability, Lien and Priority, Interest, Collections

15.01 The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by a management company with which the Association may contract. Unless specifically waived by the Association, the assessments shall include hazard and liability insurance premiums. An apartment owner regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.

15.02 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessment was made.

15.03 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of ten (10) per cent per annum.

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RECORDER'S MEMO; Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

15.04 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Palm Beach County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association.

The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interests of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

15.05 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The Association may bid at any sale in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

15.06 Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of

common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, excluding the acquirer, his successors and assigns.

15.07 Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

15.08 The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the developer or to any unit owner or group of unit owners, or to any third party.

15.09 Nothing herein shall abridge or limit the rights or privileges of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

XVI. Termination of Condominium

If all unit owners and the holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating condominium property, or every substantial damage occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

XVII. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to peti-

tion a court of equity having jurisdiction in and for Palm Beach County, Florida, for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

XVIII. Limitation of Liability

18.01 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

18.02 The owner of a unit shall have no personal liability for any damages caused by the Association or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XIX. Liens

19.01 With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

19.02 Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

19.03 In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount

attributable to his condominium parcel. Upon such payment, it shall be the duty of the licnor to release the lien of record for such condominium parcel.

XX. Remedies for Violation

Each unit owner shall be governed by and conform with this Declaration and the By-Laws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages, or obtain injunctive relief of both, but such relief shall not be exclusive of other remedies provided by law.

XXI. Membership in Association

21.01 The Association was created to perform the acts and duties desirable in connection with the management of the units and common elements defined and described in this Condominium Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.

21.02 All unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said units.

XXII. Assessments

22.01 The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses.

22.02 The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit "A", Page 4, subject to the provisions of Subparagraph 30.09 of Paragraph XXX, infra, and to the right of the Association to adjust said assessments as herein provided. The annual assessment shall be broken into twelve (12) equal parts, payable in advance monthly, on the 15th day of each month. In addition, the Association has the power to levy special assessments against each unit in their respective percentages, if a deficit should develop in the treasury for the payment of common expenses.

of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

27.07 "Very Substantial" Damage: As used in this Declaration, or any other context dealing with

this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in any building composing the condominium property is rendered untenable, or loss or damage where-by seventy-five (75%) per cent or more of the total amount of insurance coverage on any of said build-ings becomes payable. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substan-tial" damage occur, then:

- (1) If such very substantial damage has occurred to only one building, and in the absence of any determination to abandon the condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Insurance Trustee solely for the benefit of unit owners (and their mort-gagees) of the building sustaining such very substantial damage. Notwithstanding that the ownership of common elements in said build-ing sustaining very substantial damage is par-tially vested in unit owners of other build-ings), in the absence of a determination to abandon the condominium, unit owners of the building not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.
- (2) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium pro-ject, subject to the following:
 - (a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof

so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 16 of the Condominium Act.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof so that a special assessment will be required as set forth above, then a vote will be taken of the membership of this condominium to determine whether said special assessment should be made, or whether the condominium should be abandoned. Said assessment shall be made and the condominium property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this condominium shall vote to abandon the condominium. In the absence of such a vote to abandon, the Association shall immediately levy such special assessment.

(c) Unless it is determined to abandon the condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided hereinabove. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner

shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

- (3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners (but not upon institutional first mortgagees).

27.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit requires distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

27.09 Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

27.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

27.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising

and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

- 27.12 Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgage shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.
- 27.13 Workmen's Compensation policy to meet the requirements of law.
- 27.14 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- 27.15 Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance.

27.16 Notwithstanding anything contained in this Article to the contrary, an institutional first mortgagee shall always be entitled to receive, in reduction of its mortgage debt that portion of insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) the mortgage is not in good standing and is in default; or, (b) either insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or, (c) It is determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

XXVIII. Recreational Facilities

All unit owners of units in FAIRVIEW VILLAS CONDOMINIUM Association as depicted in Exhibit "g" attached, shall have the non-exclusive use of the recreational facilities along with the mutual ingress and egress easements over the unimproved common elements of the condominium association in order that unit owners residing through out will have ingress and egress to and from the above described recreational facilities. The total number of condominium units throughout FAIRVIEW VILLA CONDOMINIUM Association set forth in Exhibit "g" attached is 80, and each unit owner shall be responsible for 1/80 of the monthly maintenance required for operating the recreational improvement, except as hereinafter set forth in subparagraph 50.09 of Paragraph AXX. The recreational improvement shall be governed by the Board of Directors of the condominium association.

XXIX. Management Agreement

The Association has entered into a management agreement, a copy of which is attached hereto as Exhibit "g". Each unit owner, his heirs, successors and assigns shall be bound by the said management agreement to the same extent and effect as if he had executed said agreement for the purposes therein expressed, including but not limited to: adopting, ratifying and confirming the execution thereof by the Association; covenantee to perform each of the undertakings to be performed by owners as provided for thereunder; agreeing that the persons acting as directors and officers of the Association entering into such management agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that the persons comprising the directors and officers of the Association initially are the owners of all of the stock of the said management corporation and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association nor as possible grounds to invalidate the management agreement in whole or in part.

XXX. Miscellaneous

If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, of the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

30.02 Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by certified mail, at their place of residence in the condominium building, unless the unit owner has, by written notice duly received for, specified a different address. Notices of the Association shall be delivered by certified mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

30.03 The Remedy for Violation provided for by Chapter 711.25 of the Florida Statutes shall be in full force and effect. In addition thereto, should the Association find it necessary to bring court action to bring about the compliance with the law, this declaration and the By-Laws, upon a finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action, as determined by the court.

30.04 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.

30.05 No unit shall be occupied by more than one family.

30.06 The following described parcel of land, being a portion of the Developer's Property, is hereby dedicated as an access easement, enduring to the benefit of unit owners within Section One, to wit:

This easement shall be perpetual and non-exclusive; provided, however, in the event the Developer improves Section Two through Section Ten, as hereinafter more particularly provided, this easement shall inure to the benefit of all of the unit owners in Section Two through Section Ten as those in Section One; and provided, further, that in the event the Developer improves all ten sections then at the time of the recordation of the Declaration of Condominium for the last of the ten sections, the easement hereby granted shall cease and terminate and the real property constituting said easement shall be deemed part of the common elements of Sections One through Ten, with the individual unit owners each having an undivided interest therein in accordance with the percentage set forth in Subparagraph C, of Subparagraph i) of this Paragraph 30.06.

30.07 The Developer from time to time, but in any event within five years from the date of recordation of this Declaration, may improve further portions of the Developer's land and by addenda to this Declaration submit Sections Two, Three, Four, Five, Six, Seven, Eight, Nine and Ten to condominium ownership until the full plan of development into eighty units with appurtenances thereto has been added, but nothing herein shall obligate the Developer to further develop the Developer's land or having developed the same, to submit it to condominium ownership.

30.08 At such time as the Developer may improve Sections Two through Ten inclusive, as the same are delineated on Exhibit "R" hereto, and submit the same to condominium ownership, the unit owner's interest shall automatically convert as hereinafter set forth.

30.09 i) The undivided proportionate share of each unit owner in the Common Elements, Common Expenses and Common Surplus, of the various Sections shall be converted into undivided interests in the whole of the developed Sections. The percentage of ownership and proportionate share of expenses of the unit owners shall be as follows:

- (a) Upon completion and submission of Section One to condominium ownership, each unit owner in Section One shall have a 1/8th interest

in the Common Elements and be obligated to pay 1/8th of the Common Expenses and be entitled to receive 1/8th of the Common Surplus;

(b) Upon completion and submission of Section Two, together with Section One, and the submission of Section Two to condominium ownership, each unit owner in Sections One and Two shall have a 1/16th interest in the Common Elements and be obligated to pay 1/16th of the Common Expenses and be entitled to receive 1/16th of the Common Surplus;

(c) Upon completion and submission of Section Three, together with Sections One and Two, and the submission of Section Three to condominium ownership, each unit owner in Sections One, Two and Three shall have a 1/24th interest in the Common Elements and be obligated to pay 1/24th of the Common Expenses and be entitled to receive 1/24th of the Common Surplus;

(d) Upon completion and submission of Section Four, together with Sections One, Two and Three, and the submission of Section Four to condominium ownership, each unit owner in Sections One, Two, Three and Four shall have a 1/32nd interest in the Common Elements and be obligated to pay 1/32nd of the Common Expenses and be entitled to receive 1/32nd of the Common Surplus;

(e) Upon completion and submission of Section Five, together with Sections One, Two, Three and Four, and the submission of Section Five to condominium ownership, each unit owner in Sections One, Two, Three, Four and Five shall have a 1/40th interest in the Common Elements and be obligated to pay 1/40th of the Common Expenses and be entitled to receive 1/40th of the Common Surplus;

(f) Upon completion and submission of Section Six, together with Sections One, Two, Three, Four, Five and Six to condominium ownership, each unit owner in Sections One, Two, Three, Four, Five and Six shall have a 1/48th interest in the Common Elements and be obligated to pay 1/48th of the Common Expenses and be entitled to receive 1/48th of the Common Surplus;

(g) Upon completion and submission of Section Seven, together with Sections One, Two, Three, Four, Five, Six and Seven to condominium ownership, each unit owner in Sections One, Two, Three, Four, Five, Six and Seven shall have a 1/56th interest in the Common Elements and be obligated to pay 1/56th of the Common Expenses and be entitled to receive 1/56th of the Common Surplus;

(h) Upon completion and submission of Section Eight, together with Sections One, Two, Three, Four, Five, Six, Seven and Eight to condominium ownership, each unit owner in Sections One, Two, Three, Four, Five, Six, Seven and Eight shall have a 1/64th interest in the Common Elements and be obligated to pay 1/64th of the Common Expenses and be entitled to receive 1/64th of the Common Surplus;

(i) Upon completion and submission of Section Nine, together with Sections One, Two, Three, Four, Five, Six, Seven, Eight and Nine to condominium ownership, each unit owner in Sections One, Two, Three, Four, Five, Six, Seven, Eight and Nine shall have a 1/72nd interest in the Common Elements and be obligated to pay 1/72nd of the Common Expenses and be entitled to receive 1/72nd of the Common Surplus; and

(j) Upon completion and submission of Section Ten, together with Sections One, Two, Three, Four, Five, Six, Seven, Eight, Nine and Ten to condominium ownership, each unit owner in Sections One, Two, Three, Four, Five, Six, Seven, Eight, Nine and Ten shall have a 1/80th interest in the Common Elements and be obligated to pay 1/80th of the Common Expenses and be entitled to receive 1/80th of the Common Surplus.

IN WITNESS WHEREOF, ANGORA ENTERPRISES, INC., has hereunto set its corporate hand and seal, this 1st day of March, 1977.

Signed, Sealed and Delivered in the Presence of:

Arthur J. Munn
Cristina Munn

ANGORA ENTERPRISES, INC.,
 a Florida corporation

By:


[Handwritten Signature]
 President
 SECRETARY
 JNY

Attest:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority, duly authorized by law to administer oaths and take acknowledgments, ALEC ENGELSTEIN and ROBERT FRIEDMAN, as President and Secretary, respectively, of ANGORA ENTERPRISES, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing Declaration as such officers, as the act and deed of the said corporation, for the uses and purposes therein expressed.

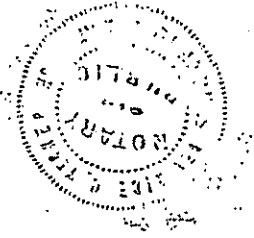
WITNESS my hand and official seal at Miami, Dade County, Florida, this 12th day of March, 1977.



Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC



BYLAWS

FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

IDENTITY

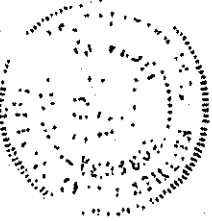
These are the Bylaws of FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on the 22nd day of November, 1976. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 617 Florida Statutes, called the Condominium Act in these Bylaws.

Section 1. The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The fiscal year of the Association shall be the calendar year.

Section 3. The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

(impression of seal)



ARTICLE IIMEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units wherein this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Declaration of Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc.; but, as hereinafter indicated the vote of a unit shall be cast by the "Voting Member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "Voting Member".

Any application for the transfer of membership or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board of Directors of the Association and of the Management Firm, as long as the Management Agreement remains in effect, is required, as set forth in these Bylaws, and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Management Firm, as long as the Management Agreement remains in effect, and thereafter by the Board of Directors of the Association, to cover the cost of contacting the references given by applicant and such other costs of investigation

that may be incurred, but not in excess of \$50.00.

Section 2. Voting.

(a) The owner(s) of each Condominium unit shall be entitled to one (1) vote. If a Condominium unit owner owns more than one unit, he shall be entitled to vote for each unit owned. The vote of a Condominium unit shall not be divisible.

(b) A majority of the unit owners' total votes shall decide any question unless the Declaration of Condominium, Bylaws, Articles of Incorporation of the Association, provide otherwise.

Section 3. Quorum.

The presence in person or by proxy of a majority of the unit owners shall constitute a quorum, and decisions shall be made and passed upon a majority vote.

Section 4. Proxies.

Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote, and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein.

Section 5. Designation of Voting Member.

If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a certificate, signed by all of the recorded owners of the unit, and filed with the Secretary of the Association. If a Condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a certificate for this purpose, signed by the

President or Vice President, attested to by the Secretary, or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a unit shall be known as the "Voting Member". If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member;

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

ARTICLE III

MEETING OF THE MEMBERSHIP

Section 1. Place.

All meetings of the Association membership shall be held at the Condominium(s) property, or at such other place and at such

time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 2. Notices.

It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record at least fourteen (14) days prior to such meeting and conspicuously posted on the condominium property. Notice of such special meeting shall state the purpose thereof. All Notices shall be sent by certified mail at the address of the unit owner as it appears on the books of the Association.

Section 3. Annual Meeting.

The annual members' meeting shall be held on the 1st day of December in each year at 10:00 A.M. local time, as the President or a majority of the Board of Directors shall determine, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday. The purpose of the meeting shall be to elect directors, as provided in the Association's Articles of Incorporation, and to transact any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by the developer of the condominium is less than six months after the first election of directors by the membership of the Association, this annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

Section 4. Special Meeting.

Special Members' meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the Board of Directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 5. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the members who would have been entitled to vote upon the action if such meeting were held shall consent, in writing, to such action being taken; however, Notice of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Proviso.

Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. ~~662672~~ REC 47

ARTICLE IV
DIRECTORS

Section 1. Number, Term and Qualifications.

The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) persons, as is determined from time to time by the members. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter until a successor is duly elected and qualified, or until he is removed, in the manner hereinafter provided.

Section 2. First Board of Directors.

(a) The first Board of Directors of the Association who shall hold office and serve until their successors have been elected and qualified, pursuant to the Declaration of Condominium, the Association's Bylaws and the Articles of Incorporation.

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

Section 3. Vacancies on Directorate.

Any director may be removed by concurrence of two-thirds 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. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who is a unit owner in the same building as the person

he succeeds, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred.

The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 4. Disqualification and Resignation of Directors.

Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. No member shall continue to serve on the Board if he is absent from three (3) consecutive meetings of the Board or if he is more than thirty (30) days delinquent in the payment of an assessment, and said absence and delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Subject to the provisions of the Declaration of Condominium, the Association's Articles of Incorporation and its Bylaws, not otherwise in conflict herewith, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

Section 5. Regular Meetings.

The Board of Directors may establish a schedule of regular

meetings to be held at such time and place as the Board of Directors may designate. Notice of all meetings of the Board of Directors shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting. At all meetings, the Chairman of the Board shall preside, and if none, or in his absence, the President shall be the presiding officer.

Section 6. Special Meetings.

Special meetings of the Board of Directors may be called by the President, or, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice in writing to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 7. Directors' Waiver of Notice.

Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum.

At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. 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. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

Section 9. Compensation.

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

Section 10. Executive Committee.

The Directors may select a number of its members to act in the name, place and stead of the Directors under such terms and conditions as the Directors may provide.

Section 11. Developer's Selection of Directors.

Provided, however, that until Fairview Villas Condominium project comes under the control of its unit owners by their election of that Association's Board of Directors, or the Developer divests its control as provided herein, whichever shall first occur, the Developer shall have the right to designate all Directors who need not be owners of units in the Condominium and may not be removed by members of the Association, and where a vacancy occurs for any reason whatever, the vacancy shall be filled by the person designated by the Developer.

Section 12. The Management Firm.

The Board of Directors recognizes the need for management of the various functions of the Association and is hereby empowered to delegate such responsibilities as it sees fit, to a Management Firm to achieve the objectives stated in these Bylaws and the Declaration of Condominium.

Section 13. Powers and Duties.

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

ARTICLE VOFFICERSSection 1. Officers.

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 peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office, except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. 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.

Section 2. President.

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are 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 to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

Section 3. Vice President.

The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the Presi-

ident. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 4. Secretary.

The Secretary shall keep the minutes of all meetings of the Directors and the unit owners, in a book available for inspection by unit owners or their authorized representative, and Board members at any reasonable time. He shall attend to 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 shall 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 and as may be required by the Directors or the President.

Section 5. Assistant Secretary.

The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

Section 6. Treasurer.

The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

Section 7. Compensation.

The compensation of all officers and 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 nor preclude the contracting with a director for the management of the condominium.

ARTICLE VI

FINANCES AND ASSESSMENTS

Section 1. Depositories.

The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands of money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association, unless otherwise delegated to the Management Firm.

Section 2. Fidelity Bonds.

The Treasurer and all officers who are authorized to sign checks and all officers and employees of the Association and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms of

the Management Agreement as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to be bonded among its employees, if any.

Section 3. Fiscal Year.

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

Section 4. Determination of Assessments.

- (a) Assessment against the unit owners for their shares of the items of the budget shall be made by the Board of Directors prior to the calendar year for which the assessments are made.
- (b) Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting at which the proposed budget will be considered for adoption by the Board of Directors, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.
- (c) Assessments for common expenses or emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days' notice is given to the unit owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.
- (d) Funds for the payment of common expenses shall be assessed against the unit owners in the proportions and percentages of sharing common expenses as provided in the Declaration. Said assessments shall be payable monthly in advance unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(e) The foregoing powers and duties of the Association may be delegated to a Management Firm, in whole or part.

(f) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Association.

(g) If an adopted budget requires assessment against the unit owners in any fiscal year exceeding 115 percent of the assessments for the preceding year, upon written application of ten (10) percent of the unit owners to the Board, the Board shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days' written notice to each unit owner. At the special meeting unit owners shall consider and enact a budget. Unless the Bylaws require a larger vote, the adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the condominium property, shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal year's assessment without approval of a majority.

Section 5. Audits.

During the term of the Management Agreement, the Management Firm shall render to the Association a statement for each calendar year no later than April 1st next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. During the term of the Management Agreement, the Association may conduct an external audit by an independent auditor acceptable to the Management Firm at such reasonable time as the Management Firm shall agree to; provided, however, said request for inspection is not made more than once in any calendar year and provided that the cost and expense of same is borne by the Association. Upon the termination of the Management Agreement, an audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the fiscal year for which the report is made.

ARTICLE VIIADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of the Condominium(s) which this Association operates and maintains except as specifically provided for in said Condominium's Declaration of Condominium. The Management Firm shall have the right to make assessments for additions or alterations to the common elements of said Condominium provided for in the Declaration of Condominium to which these Bylaws are attached, and further provided that said assessment is in accordance with these Bylaws and said Declaration of Condominium.

ARTICLE VIIICOMPLIANCE AND DEFAULTSection I. Violations.

In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these Bylaws or of the applicable portions of the Condominium Act, the Association, by direction of the Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the Bylaws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the

following elections:

- (a) An action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners;
- (b) An action in equity to enforce performance on the part of the unit owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Section 2. Negligence or Carelessness of Unit Owner, etc.

All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company or rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorney's Fees.

In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 4. No Waiver of Rights.

The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

ARTICLE IX

AMENDMENTS TO THE BYLAWS

The Bylaws may be altered, amended or added to at any duly called meeting of the unit owners provided that:

- (a) Notice of the meeting shall contain proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw... for present text."
- (b) If the Amendment has received a majority vote of the full Board of Directors, then it shall be submitted for approval to the Owners of not less than two-thirds (2/3rds) of the units.
- (c) Notwithstanding anything above to the contrary, these Bylaws may not be amended without a prior resolution requesting the said Amendment from the Board of Directors;
- (d) A copy of each Amendment shall be attached to a certificate certifying that the Amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The Amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XLIABILITY SURVIVES TERMINATION OF MEMBERSHIP

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

ARTICLE XILIMITATION OF LIABILITY

Notwithstanding the duty of the Management Firm and the Association to maintain and repair parts of the Condominium property and, where applicable the Management Firm and Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XIIPARLIAMENTARY RULES

Roberts Rules of Orders (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium or these Bylaws.

ARTICLE XIIIRULES AND REGULATIONSSection 1. The Management Firm.

As long as the Management Agreement remains in effect, the Management Firm, and thereafter the Board of Directors, may

from time to time adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium(s), and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall, from time to time, be posted in a conspicuous place.

Section 2. As to Condominium Units.

The Management Firm, as long as the Management Agreement remains in effect, and thereafter the Board of Directors, may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium units(s); provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium's property, and/or copies of same shall be furnished to each unit owner.

The foregoing were adopted as the Bylaws of FAIRVIEW VILLA CONDOMINIUM 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 November 30, 1976.



FAIRVIEW VILLAS CONDOMINIUM ASSOCIATION, INC.

[Handwritten signature]
Secretary

By *[Handwritten signature]*
President

XXIII. Sales, Rental, Lease or Transfer

23.01 Members of the Association shall have the option to purchase or lease any unit upon the same terms and conditions as are offered by the unit owner to any third person. Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse or member of his immediate family, the unit owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach hereof, and any transfer in contravention of this Declaration shall be null and void and confer no title or interest to the intended purchaser, lessee or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it requires, the Board of Directors shall either approve or disapprove the proposed sale or transfer, in writing, and shall notify the owner of its decision. Failure by the Association to act within said ten (10) days shall be tantamount to its consent. No purchaser from the Developer or its successors or assigns shall have the right to place "For Sale" and/or "For Lease" signs in, on, or about the unit and/or common or limited common elements or to advertise the same for sale and/or lease without the prior written consent of the Board of Directors of the Association.

23.02 In the event the Board of Directors disapproves of the proposed transaction, and if the unit owner still desires to consummate same, he shall, thirty (30) days before such proposed sale or transfer, give written notice to the secretary of the Association of his intention to sell or transfer on a certain date, and the bona fide purchase price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first

right over non-members to purchase on the terms and conditions contained in the notice provided that they so notify the secretary of the Association in writing at least twenty (20) days before the date of the intended sale, which information the Association shall promptly forward to the owner. Thereupon, the selling unit owner may either accept the offer or withdraw and/or reject the offer specified in the notice to the board. Failure of any unit owners to accept the offer within said twenty (20) days, or to close the transaction within thirty (30) days shall be deemed consent to the transaction specified in the notice. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the sale on the day and at the price and terms given in his notice.

In the event that the provisions of the foregoing sections shall be deemed invalid or illegal as a violation of the Rule against Perpetuities, then, in that event the terms and conditions of the aforementioned Sections 22.01 and 22.02 hereof shall expire twenty-one (21) years after date of the execution of this instrument.

Any sale or lease not authorized pursuant to the foregoing paragraphs shall be voidable unless subsequently approved by the Association. The Association is bound to deliver to any purchaser, lessee, mortgagee, title insurance company or attorney representing the foregoing, a statement in writing that the Association has ratified any sale or lease in the event the Association has ratified the sale or lease upon the request of the aforementioned either by expressed or tacit consent.

25.03 Units shall not be leased without the prior written approval of the Board of Directors. The Board shall have the right to require that a substantially uniform form of lease be used. Notwithstanding the lease of his unit, the liability of the unit owner shall continue.

23.04 Should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee or any purchaser at a foreclosure sale other than the mortgagee, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors, the provisions of the sub-paragraphs above to be inapplicable.

23.05 Notwithstanding any other provisions herein this Article shall not be applicable to Angora Enterprises, Inc., a Florida corporation, the corporation submitting subject property to condominium ownership, which is irrevocably empowered to sell, lease, or rent condominium units to any lessee or purchaser. The said declarant shall have the right to transact any business necessary to consummate the sales of said units, including but not limited to the right to maintain and show model apartments, have signs, employees in the offices and use the common elements. Sales office signs and all items pertaining to sales shall not be considered common elements and remain the property of the developer.

23.06 The initial estimated assessment chargeable to an apartment owner for common expenses shall be the amounts set forth in Exhibit "C" attached hereto, subject to the provisions of Subparagraph 30.09 of Paragraph XXX, infra.

The first Board of Directors of the condominium association will remain in office, and the developer will control the operation of the condominium property until two years from recordation of this declaration. Upon any of said events, a special meeting for the purpose of electing interim directors will be held upon due and proper notice being given to all members as per the By-Laws. Such interim

directors will serve until the first regular meeting of members as required under said By-Laws. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular annual meeting.

XXIV. Obligations to Members

In addition to other obligations and duties heretofore set forth in this Declaration, every unit owner shall:

- 24.01 Promptly pay the assessments levied by the Association.
- 24.02 Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
- 24.03 Not use or permit the use of his unit for any purpose other than a single family residence for himself and the members of his family and social guests, and maintain his unit in a clean and sanitary manner.
- 24.04 Keep pets, birds or other animals in his unit and the common elements only under regulations established by the Association. Small pets and small caged birds are permitted, but only in the individual units or when pets are leashed, but same shall not be permitted in the area of recreation facilities.
- 24.05 Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- 24.06 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of

the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.

24.07 Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building.

24.08 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.

24.09 Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.

24.10 To allow children as provided in Exhibit "D" attached.

24.11 Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit, whereas the Association shall pay for and be responsible for plumbing, repair, and electrical wiring within the common elements.

24.12 Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in Exhibit "A", Page 4, of this Condominium Declaration, subject to the provisions of Subparagraph 30.09 of Paragraph XXX, infra. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

24.13 Use no parking space except as specifically assigned to him, which parking space or spaces shall be considered limited common element.

24.14 Obtain the written consent of the Association prior to repainting the exterior portions of the unit or any portion thereof a color other than the last painted.

XXV. Enforcement of Maintenance

In the event the owner of a unit fails to maintain it as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit the necessary sums to put the improvement within the unit in good condition, and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

XXVI. Limited Common Elements

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the Floor and Plot Plans, such as patios, balconies, storage areas (attic) and parking spaces. These limited common elements reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit as appurtenant thereto the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to the interior surfaces of such limited common elements shall be borne by and assessed against the individual unit owner, except for the maintenance expense of all parking spaces which shall be considered common elements for the purpose of cost of repair and maintenance. Any expenses of maintenance, repair, or replacement relating to the exterior surfaces of such limited common elements, or involving structural maintenance, repair or replacement shall be treated as and paid for as a part of the common expenses of the Association.

XXVII. Insurance

The insurance, other than title insurance, which shall be carried upon the condominium property and the pro-

perty of the apartment owners shall be governed by the following provisions:

27.01 Liability Insurance: The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium, and insuring the Association and the common owners, as its and their interests appear, in such amount as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

27.02 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The mortgagee, for so long as it owns and holds any mortgage encumbering a condominium unit in the condominium, shall have the right to approve the

policies and company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee (all rights granted to mortgagee in this paragraph shall be referred to as "Mortgagee's Insurance Rights").

At such time as the aforesaid institutional first mortgagees are not the holders of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

27.05 Loss Payable Provision - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to

in Florida with trust powers, as may be approved by said mortgagees, if applicable, which Trustee is herein referred to as "the Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners, and their respective mortgagees (sometimes collectively referred to hereinafter as "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

- (1) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.
- (2) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares:
- (a) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.
- (b) Total Destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.
- (3) Mortgages. In the event an institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgage and the unit owner, as their interests may appear; provided, however, that no mortgage shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.
- 27.04 Distribution of Proceeds: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the insurance trustee in the following manner:
- (1) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial

owners (or retained, pursuant to Paragraph (7) below), all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated, or retained pursuant to Paragraph (7) below.

(3) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

27.05 Loss within a Single Unit: If loss shall occur within a single unit or unit, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

27.06 Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) below, if the damage or loss involves individual units as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon

the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgage is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of the mechanic's liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, the aforesaid institutional first mortgagee, and Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforescribed, shall have the right to require the Association to obtain a completion, performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which are acceptable to said mortgagee.

- (4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
- (5) If the net proceeds of the insurance are insufficient to pay for the estimated cost