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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
VILLAGES OF ORIOLE

This Declaration of Protective Covenants and Restrictions (the "Covenants Declaration") made as of the 30 day of January 1975, by ORIOLE HOMES CORP., a Florida corporation (hereinafter referred to as "Developer").

WHEREAS, Developer is the owner of the real property described in Exhibit A attached hereto (the "Property") and plans to develop thereon a planned residential community known as Villages of Oriole in accordance with the regulations and area limitations for a Planned Unit Development as set forth in the Zoning Code of Palm Beach County; and

WHEREAS, Developer has determined a land use plan for portions of Villages of Oriole (the "Committed Property") and desires to provide for the preservation of the values and amenities hereby established and as may be established for additional portions of Villages of Oriole hereafter committed to land use ("Uncommitted Property") and to this end does hereby subject the Committed Property to the covenants, restrictions, reservations, and liens hereinafter set forth: and

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WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as Oriole Villages Center, Inc. to which shall be delegated and assigned the powers and duties of ownership, maintenance and administration of certain portions of Villages of Oriole hereinafter described, the enforcement of the covenants and restrictions contained herein, and the collection and disbursement of the assessments and charges hereinafter provided.

THIS INSTRUMENT PREPARED BY  
RETURN TO  
HARVEY G. KOPELOWITZ  
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & SCHMERER  
P.O. BOX 7276  
FORT LAUDERDALE, FLA. 33304

OFFICE 2390 PAGE 898

NOW, THEREFORE, Developer hereby declares that those portions of Villages of Oriole now or hereafter committed to a land use plan as hereinafter provided shall be used, transferred, demised, sold, conveyed, and occupied subject to the covenants, restrictions, reservations, and liens hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words and phrases when used in this Covenant Declaration shall have the following meanings (unless the context shall prohibit):

A. "Villages of Oriole" means the name given to the planned development being developed in phases by the Developer upon portions of "Plat No. 1, Villages of Oriole" according to the Plat thereof recorded in Plat Book 30 at Pages 38, 39 and 40 of the Public Records of Palm Beach County, Florida. Villages of Oriole is planned to contain "Residential Property", "Recreation Areas", "Reserved Lands" and "Community Areas" described in the "Plan for Development of Villages of Oriole" (the "Plan") contained in Article II of this Covenants Declaration.

B. "Village" means a geographical area within Villages of Oriole constituting a phase in the development of Villages of Oriole. A Village shall contain Residential Property and Recreation Areas in accordance with the Plan and as described in the "Village Covenants Agreement" (as that term is hereinafter defined). Each Village has been given a particular designation; e.g. Bonaire Village, etc.

C. "Villages of Oriole Condominium" means a particular condominium within a Village which is the subject of a particular "Condominium Declaration" (as that term is hereinafter defined).

D. "Dwelling Unit" means a residential unit in Villages of Oriole intended as an abode for one family and includes a

residential unit contained in a duplex, garden-type, townhouse or high-rise building, whether such residential unit is subject to condominium form of ownership, owned in fee simple, cooperatively owned or contained within a rental structure.

E. "Dwelling Unit Owner" means the owner of a Dwelling Unit.

F. "Residential Property" means the real property in a Village upon which Dwelling Units are located or planned to be located.

G. "Community Areas" means the portions of Villages of Oriole shown as "Golf Course", "Medical", "Commercial Site", and "Governmental and Institutional" on the Land Use Plan attached hereto as Exhibit B.

H. "Developer" means Oriole Homes Corp., a Florida corporation, its grantees, successors and assigns.

I. "Act" means the Condominium Act, Chapter 711, Florida Statutes, 1963, as amended.

J. "Condominium Documents" means in the aggregate the Condominium Declarations, Articles, By-Laws, Village Covenants Agreements, this Covenants Declaration and all of the instruments and documents referred to therein and executed in connection with a Villages of Oriole Condominium.

K. "Condominium Declaration" means the Declaration of Condominium by which a Villages of Oriole Condominium is submitted by the Developer to condominium ownership in accordance with the Act.

L. "Association" means a Florida corporation not-for-profit responsible for administering and operating the Villages of Oriole Condominiums and Recreation Areas included within a particular Village.

M. "Corporation" means Oriole Villages Center, Inc., a Florida corporation not-for-profit.

N. "Common Expenses" means expenses for which the Dwelling Unit Owners of Dwelling Units submitted to condominium ownership are liable to an Association as defined in the Act and in the Condominium Documents.

"Corporation Documents" means the Articles of Incorporation, By-Laws and Rules and Regulations of the Corporation, and this Covenants Declaration.

P. "Governors" means the Board of Governors of the Corporation.

Q. "Reserved Land Expenses" means the expenses of operating and maintaining the Reserved Lands, such as taxes, insurance, and maintenance expenses, all operating and administrative expenses of the Corporation and any other expenses determined to be Reserved Land Expenses by the Governors.

#### ARTICLE II

#### PLAN FOR DEVELOPMENT, LAND USE COVENANTS; PROPERTY BENEFITED AND BURDENED; DECLARATION OF RESTRICTIONS; CONVEYANCE TO CORPORATION

A. Plan For Development of Villages of Oriole

1. Developer hereby declares and covenants as follows: Developer has acquired and is the owner of all of the land described in "Plat No. 1, Villages of Oriole," according to the plat thereof recorded in Plat Book 30 at Pages 38, 39 and 40 of the Public Records of Palm Beach County, Florida (the "Property"), upon which Developer intends to develop or cause to be developed the Villages of Oriole. Attached hereto as Exhibit B is a land use plan of the Property (the "Land Use Plan"). The Land Use Plan has been proposed based upon the master land use plan for Villages of Oriole as approved by the zoning authorities of Palm Beach County and shows that the Property is planned for development in four (4) land use areas. These areas are referred to in this Covenants Declaration and on

the Land Use Plan as "Residential Property", "Community Areas", "Recreation Areas", and "Reserved Lands". The boundary lines and dimensions shown on the Land Use Plan for these various use areas and for the Villages have been drawn for illustrative purposes only, and do not provide, and are not to be relied upon for the actual dimensions and legal descriptions of the use areas shown thereon or as a committal to any particular use for such use areas. The actual boundaries for any portion of the property and the committed use for any such use area will be set forth and determined only after the filing of a re-plat of a portion of the Property amongst the Public Records of Palm Beach County. This commitment to boundary determination and commitment to use shall occur upon the declaring of same in the Covenant Declaration as in the instance of the "Committed Property" described immediately below, or upon the filing of a "Supplement" hereto, as described in Sub-paragraph II B. below. As of this date, re-plats have been filed for the land use areas designated on the Land Use Plan as "Abbey Village" and "Bonair Village", which re-plats have been filed in the Plat Books of the Public Records of Palm Beach County, Florida, as shown on the Land Use Plan.

2. In addition to showing the four (4) land use areas, the Land Use Plan also indicates:

(a) those portions of the Property which are hereby being committed as to boundary and specific land use, which are those portions of the Property which have been re-platted and are shown on the Land Use Plan without the designation "Proposed" (the "Committed Property") and further described on the "Property Plans" attached hereto as Exhibits C-1 and C-2; and

(b) those portions of the Property reserved for future development and/or determination by Developer as to boundary and land use, which are those portions of the Property not yet

re-platted and shown on the Land Use Plan with the designation "Proposed" (the "Uncommitted Property"). Notwithstanding any graphic depictions on the Land Use Plan or statements hereinafter contained, the Developer reserves the right to make such use of the Uncommitted Property and each portion thereof as shall be permitted by the applicable zoning regulations of Palm Beach County (the "County") then in effect and as may be approved by zoning authorities of the County. The Developer's determination as to use shall be in accordance with the criteria set forth in sub-paragraph II B. herein. In addition, as to the Uncommitted Property, the Developer reserves the right to increase the number or size of the Villages or other land areas shown on the Land Use Plan and to alter roadways located in or contiguous to the Uncommitted Property from those now shown on the Land Use Plan without specifically amending the Land Use Plan.

B. The Developer may determine from time to time to commit a part of the Uncommitted Property to the land use provisions and other benefits and burdens contained in this Covenants Declaration. Such determination may be subject to sales criteria, the sale and marketing of Dwelling Units situated within existing Villages, and/or sales and marketing in Villages hereafter developed or planned for development, all of which shall be in the sole determination and discretion of the Developer. Upon such determination by the Developer to commit a portion of the Uncommitted Property to this Covenants Declaration, the Developer shall file amongst the Public Records of the County as a supplement hereto (the "Supplement") a document entitled, "Supplement to Covenants Declaration for Villages of Oriole", to which shall be attached a legal description and site plan ("Property Plan") of the portion of the Uncommitted Property being committed to specific land use and boundary determination and reference to or copy of the re-plot or re-plats

of that portion of the Uncommitted Property as filed with the County. The Supplement shall designate the land use or uses, legal descriptions and boundaries for the Uncommitted Property and shall declare such to be either Residential Property, Community Area, Recreation Area or Reserved Land as the case may be. Upon the filing of the Supplement, the portion of the Uncommitted Property described therein shall be subject to the applicable land use covenants and the benefits and burdens established under this Covenants Declaration as shall be applicable to the Uncommitted Property described in the Supplement.

C. Land Use Covenants: In consideration of the keeping of the covenants hereinafter contained and the payment of the "Reserved Land Expenses" referred to herein, Developer does hereby declare and agree that those portions of the Villages of Oriole now or hereafter committed to land use as Residential Property, Reserved Lands, Community Areas and Recreation Areas shall be used, transferred, demised, sold, conveyed and occupied subject to the terms of this Covenants Declaration, as follows:

1. Residential Property: Portions of the Villages of Oriole now or hereafter designated as "Residential Property" shall be for residential use only, and may include condominium, cooperative and/or rental type apartments and townhouses; however, such use shall permit the construction and development activity necessary to build, sell and develop for such use. No commercial or business occupations may be carried on in the Residential Property, except for the sale or rental of Dwelling Units and except for direct accessory uses, such as parking and the operation of vending machines, and similar activities.

2. Reserved Lands: Portions of the Villages of Oriole now or hereafter designated as "Reserved Lands" and including areas designated as "Entranceways", "Roadways" and "Waterways" shall be used and conveyed solely in accordance with the covenants for such areas now about to be set forth:

(a) Entranceway: Any portion of the Reserved Lands shown as Entranceway and all improvements thereon shall be kept and maintained as an Entranceway to the Villages of Oriole in substantially the same condition and appearance as established by the Developer. Developer reserves the right to dedicate all or a portion of such Entranceway.

(b) Roadways: Any portions of the Reserved Lands shown as Roadways and all improvements thereon shall be kept and maintained for private Roadways as a means of ingress and egress to and from, between and among, all portions of Villages of Oriole. Street lights may be installed on the Roadways from time to time as Developer shall determine but in accordance with the requirements of the County. Developer reserves the right to dedicate all or any portion of such Roadways to the public.

(c) Waterways: Any areas shown as Waterways shall be kept and maintained as bodies of water for drainage purposes and related uses, together with any adjacent shoreline included within said real property in an ecologically sound condition and subject to such agreements affecting such areas entered into with the Lake Worth Drainage District.

(d) Beautification: Any portions of the Reserved Lands as to which no specific use designation is made shall be grassed or planted and kept grassed or planted as green open space for the beautification of Villages of Oriole.

(e) Private and Limited Public Use: For the term of this Covenants Declaration, the Reserved Lands are not for the use and enjoyment of the public, but are expressly reserved for the private use and enjoyment of Corporation, Associations, Dwelling Unit Owners, their family members, guests, invitees and lessees but only in accordance with this Covenants Declaration. The foregoing provisions do not apply to



the Entranceway and Roadways or portions thereof to the extent that such Entranceway or Roadways or portions thereof are dedicated by Developer to public use, or by the owners of the Community Areas, Residential Property or Recreation Areas and their guests, servants, Lessees, invitees and licensees as a means of ingress and egress to, from and between the Community Areas and Residential Property or Recreation Areas.

Construction of Improvements: Developer shall commence construction of improvements upon the Reserved Lands shown on the Land Use Plan ("Reserved Land Improvements") contemporaneously with construction of improvements on Residential Property immediately contiguous thereto shown on such Land Use Plan. Construction once begun shall be carried forward continuously with all reasonable speed and due diligence, provided, however, that allowance shall be made in the instance of strikes, lockouts, governmental restrictions, fire, earthquake and other acts of God, catastrophes and shortages of materials. In no event shall this paragraph be construed as obligating Developer to construct Reserved Land Improvements upon any of the Reserved Lands designated as "Proposed" on the Land Use Plan unless and until such lands are declared to be Committed Property.

(g) The Developer agrees that it shall convey to the Corporation fee simple title in and to the Reserved Lands (other than those portions of the Waterway designated as "Canals") subject to the following:

(1) the terms and provisions of the Corporation and the Condominium Documents including this Covenants Declaration, (2) real estate taxes for the year of such conveyance; (3) applicable zoning ordinances; (4) such facts as an accurate survey may show; and (5) all

easements, reservations and restrictions of record.

Developer reserves the right to convey portions of the Reserved Lands from time to time; however, the conveyance of all Reserved Lands shall be completed upon the "Transfer Date" which shall be the earlier of the following:

(i) December 31, 1984;

(ii) Within thirty (30) days after Developer shall have conveyed title to 4000 Dwelling Units constructed by it upon the Residential Property shown on Land Use Plans; or

(iii) the election of Developer to so convey the Reserved Lands.

The Canals have been deeded in fee simple to Lake Worth Drainage District in accordance with the requirements of Lake Worth Drainage District as hereinafter set forth.

3. Community Areas. Portions of the Villages of Oriole now or hereafter designated "Community Areas", including any areas designated as "Golf Course", "Golf & Tennis Club Area", "Medical", "Commercial Site" and "Government and Institutional" shall be used solely in accordance with the covenants as to use now about to be set forth:

(a) Golf Course

The real property shown and described on the Land Use Plan as Golf Course (the "Golf Course") shall be kept and maintained as an executive golf course by the Developer or its subsidiary successors, assigns, grantees or lessees as operator of the Golf Course (the "Operator"). The Operator covenants and agrees that it shall be responsible for the maintenance and operation of the Golf Course, as well as the bodies of water included therein and shown on the Land Use Plan as Lakes and Canals (to the extent such Canals are included within the Golf Course boundaries) which the Operator covenants and agrees to keep and maintain in accordance with the requirements

and regulations of Drainage and Flowage Agreements with the Lake Worth Drainage District. Notwithstanding the fact that the Golf Course is set aside to be kept and maintained as an executive golf course, it is acknowledged and agreed by all parties taking title to any portion of the Villages of Oriole that the Operator shall have the absolute and unconditional right to operate the Golf Course as a business and to charge membership fees, greens fees or other forms of compensation and consideration for the use of the Golf Course by any persons whomsoever, including Dwelling Unit Owners, their guests, invitees, family members and lessees. It is the intention of the foregoing provisions that the covenants as to maintenance and use of the Golf Course shall not be interpreted as granting or giving any free right to the use of the Golf Course to any persons, whomsoever, including Dwelling Unit Owners, their family members, guests or invitees.

(b) Golf & Tennis Club Area

The real property shown on the Land Use Plan as "Golf & Tennis Club Area" and described in Exhibit D hereto shall be kept and maintained by Operator as a golf and tennis facility area containing tennis courts, and a structure containing a golf and tennis pro shop, snack bar, lavatories, golf cart storage and maintenance facilities. Operator covenants and agrees that it shall operate and maintain the Golf & Tennis Club Area as herein provided, and that such operation and maintenance may or may not be done in conjunction with the operation and maintenance of the Golf Course or by the same Operator. The Operator shall have the unconditional right to operate the Golf & Tennis Club Area as a business and to charge membership fees and/or other forms of compensation and consideration for the use of the tennis courts, snack bar and related facilities by any persons whomsoever, including Dwelling Unit Owners, their guests, invitees, family members and lessees. It is the intention of the foregoing provisions that the

covenants as to maintenance and use of the Golf & Tennis Club Area shall not be interpreted as granting or giving any free right to the use of such area or the facilities thereon to any persons, whomsoever including to Dwelling Unit Owners, their family members, guests, invitees or lessees.

(c) Medical, Commercial Site, Government and Institutional

The real property shown on the Land Use Plan as "Medical", "Commercial Site", "Government and Institutional" (hereinafter collectively referred to as "Areas") have been so designated in accordance with the requirements, regulations and area limitations of Section 500.21 of Chapter V of the Zoning Code of the County. As to the areas or portions thereof for which a Supplement has not been filed, Developer retains those rights of use and development reserved as to any Uncommitted Property in accordance with Article II.A. and B. herein.

4. Recreation Areas - The Recreation Areas shall include the area designated on the Land Use Plan as "Recreation Area" of a particular Village (e.g. "Bonalde Recreation Area") all of which shall be used solely for recreational purposes. The Developer intends to designate Recreation Areas in subsequent Villages and to enter into a Village Covenants Agreement for each Recreation Area described thereon with the Association operating such Village under the terms of which, inter alia, all expenses thereof ("Recreation Area Expenses") shall be paid by such Association and assessed as expenses of the Association under the Condominium Documents.

Rules and Regulations; Dispute as to Use: The Corporation shall impose rules and regulations regulating the use and enjoyment of the Reserved Lands and Community Areas, exclusive of the Golf Course and Golf & Tennis Club Area, and each Association shall impose rules and regulations regulating the use and enjoyment of the Residential Properties and Recreation

Areas located within the Village operated by it. The Operator shall impose rules and regulations regulating the use and enjoyment of the Golf Course and Golf & Tennis Club Area. The rules and regulations so promulgated shall in all respects be consistent with the use covenants set forth in this Covenants Declaration. The Corporation, Association and Operator individually may each modify, alter, amend and rescind the rules and regulations promulgated by them, provided such modifications, alterations, amendments and rescissions are consistent with the use covenants set forth herein and in the Supplements.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION; BOARD OF GOVERNORS OF THE CORPORATION

A. Membership: The members of the Corporation shall be comprised of "Association Members" and "Owner Members" as defined in the Articles of Incorporation of the Corporation and Amendment thereto, (the "Articles") a copy of which is attached hereto as Exhibit E. Each Member shall be entitled to the benefits of, and be subject to, the provisions of the Corporation Documents and as same may be amended from time to time. The voting rights of the Members of the Corporation shall be as set forth in the Articles.

B. Board of Governors: The Corporation shall be governed by the Governors which shall be elected as provided in the Articles.

#### ARTICLE IV

##### ASSESSMENTS FOR RESERVED LAND EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

A. Affirmative Covenant to Pay Reserved Land Expenses: In order (a) to fulfill the covenants herein contained in this Covenants Declaration; (b) to preserve the Reserved Lands for the recreation, safety, welfare, and benefit of Dwelling Unit Owners, their

licensees, invitees, guests and lessees at the Villages of Oriole; and (c) to provide for maintenance and preservation of Reserved Lands and the services and amenities provided for herein, there is hereby imposed upon the Residential Property and the Dwelling Unit Owners thereof, the affirmative covenant and obligation to pay the Reserved Land Expenses as defined and more particularly set forth in Article VI of this Covenants Declaration. The Developer agrees that the Condominium Documents shall recognize that all of the covenants set forth in this Covenants Declaration, including the affirmative covenants herein set forth, run with the land submitted to condominium ownership by a Condominium Declaration and the assessments for Reserved Land Expenses due hereunder are Common Expenses. Each owner of "Owner Member Residential Property", as that term is defined in the Articles, by acceptance of a deed or other instrument of conveyance for Residential Property, whether or not it shall be so expressed in any such deed or instrument, shall be obligated and agree to pay to the Corporation all assessments for Reserved Land Expenses determined in accordance with the provisions of the Corporation Documents.

B. Lien: The annual assessments and special assessments, if any, for Reserved Land Expenses together with interest thereon and costs of collection, including reasonable attorneys' fees as hereinafter provided, are hereby declared to be a charge on the Residential Property and shall be a continuing lien upon the Residential Property against which each such assessment is made. As to any Villages of Oriole Condominium declared upon the Residential Property, the assessment applicable to the Dwelling Units contained therein shall be part of the Common Expenses of that Villages of Oriole Condominium, and shall be collected by the Association managing such Villages of Oriole Condominium in the same manner, by the same procedure and to the same extent as other Common Expenses. Each assessment against the Residential Property or portion thereof together with such interest thereon at the highest

rate allowed by law and costs of collection thereof, including reasonable attorneys' fees, shall be the personal obligation of the person, persons or entity owning the Residential Property or portion thereof so assessed, including each owner of a Dwelling Unit contained in a Villages of Oriole Condominium so assessed or such person, persons or entities owning collectively all of the Dwelling Units located within a rental apartment, cooperative apartment or other residential structure upon the Residential Property at the time the assessment was made. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Palm Beach County, Florida, of a written acknowledged statement by the Corporation setting forth the amount due to the Corporation as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. The provisions of Section 711.15(6), Florida Statutes, are applicable to the assessments hereunder as to Dwelling Units contained in any Villages of Oriole Condominium, and therefore in accordance with such section, provisions to the contrary notwithstanding, past due assessments against a Dwelling Unit in a Villages of Oriole Condominium shall be cancelled when an institutional mortgagee takes title to such Dwelling Unit by foreclosure or deed in lieu of foreclosure.

C. Enforcement: In the event any Association Member or Owner Member of the Corporation (as those terms are defined in the Articles) shall fail to pay any annual assessments, or installment thereof, or any special assessment, or installment thereof, within fifteen (15) days after the same becomes due, then the Corporation through its Governors shall have the following remedies:

(1) To accelerate the entire amount of any annual assessment or special assessment for the remainder of the calendar year notwithstanding the provisions for the payment thereof in installments;

(2) To advance on behalf of the Member in default funds to accomplish the needs of the Corporation and the

amount or amounts of moneys so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments together with interest at the highest allowable rate, may thereupon be collected or enforced by the Corporation, and such advance by the Corporation shall not waive the default;

(3) The Corporation may file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Corporation in like manner as a foreclosure of a mortgage on real property;

(4) Without waiving its lien rights and its right of foreclosure, the Corporation may file an action at law to collect the Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees.

#### ARTICLE V

#### METHOD OF DETERMINING ANNUAL AND SPECIAL ASSESSMENTS

The Reserved Land Expenses as hereinafter set forth and described shall be paid by the Corporation out of funds assessed and collected from Association Members and Owner Members of the Corporation who, in turn, shall assess the same against the Dwelling Units Subject to Assessment as hereinafter defined on the following basis:

A. Determining Assessments After Guarantee Period

1. Individual Dwelling Unit Assessment: After the Guarantee Period described in Paragraph B below, the total anticipated Reserved Land Expenses for each calendar year shall be set forth in a budget prepared by the Governors not later than December 1st of the year preceding the calendar year for which the Budget is to be adopted. The total anticipated Reserved Land Expenses shall be divided equally among the "Dwelling Units Subject to Assessment" (as that term is hereinafter defined) and the quotient thus arrived at (adjusted quarterly as hereafter



set forth) shall constitute and be called the "Individual Dwelling Unit Assessment". The Governors shall adjust the Individual Dwelling Unit Assessment on a quarterly basis by dividing the total anticipated Reserved Land Expenses for the remaining quarters of the calendar year (as determined by the Budget for such expenses) by the number of "Dwelling Units Subject to Assessment" as of thirty (30) days prior to the end of such calendar quarter, the quotient being the installment of the Individual Dwelling Unit Assessment for the next quarter.

2. Dwelling Units Subject to Assessment: The phrase "Dwelling Units Subject to Assessment" shall mean (a) the number of Dwelling Units in all declared Villages of Oriole Condominiums on the Residential Property and (b) the number of Dwelling Units in Owner Member Residential Property as to which a Certificate of Occupancy has been issued, each as of the date thirty (30) days prior to the expiration of the Guarantee Period. The number of Dwelling Units Subject to Assessment shall thereafter be adjusted quarterly, at least thirty (30) days prior to the end of each calendar quarter, reason of any new certificates of occupancy issued for Owner Members Residential Property and/or additional Villages of Oriole Condominiums declared. For the purposes of assessments, the number of Dwelling Units contained in any structure located on Residential Property which is subsequently destroyed, damaged, or demolished shall be the number of Dwelling Units originally constructed until such time as the structure is replaced and a new Certificate of Occupancy is issued, whereupon the number of Dwelling Units contained in the replaced structure shall be used in computing the number of Dwelling Units Subject to Assessment.

3. Assessment Payment: The Individual Dwelling Unit Assessment shall be payable quarterly in advance on the first days of January, April, July, and October of each year. Each Association Member shall be assessed an amount equal to the product arrived at by multiplying the Individual

Dwelling Unit Assessment by the number of Dwelling Units Subject to Assessment within each Villages of Oriole Condominium operated by it. Each Owner Member shall be assessed an amount equal to the product arrived at by multiplying the Individual Dwelling Unit Assessment by the number of Dwelling Units Subject to Assessment contained on Owner Member Residential Property owned by such Owner Member.

B. Determining Assessments During Guarantee Period

The term "Guarantee Period" shall mean a period of time commencing with the date of this Agreement and continuing through December 31, 1976. During the Guarantee Period, it is covenanted and agreed by the Developer and Corporation that the Individual Dwelling Unit Assessments which shall be levied by the Governors pursuant to this Covenants Declaration shall not exceed the sum of \$9.00 for each calendar quarter (the "Guaranteed Assessment"). Each Dwelling Unit Subject to Assessment shall pay the Guaranteed Assessment to the Corporation as provided herein. During the Guarantee Period, Developer covenants and agrees with the Corporation that at the end of each calendar year the Developer will pay all of the Reserved Land Expenses actually incurred in excess of the total amount of the Guaranteed Assessments assessed as Individual Dwelling Unit Assessments.

C. Special Assessments

Special Assessments for capital improvements shall be levied by the Governors only for the purpose of defraying in whole or in part the cost of construction or reconstruction of Reserved Land Improvements. The Governors shall determine the cost of construction or reconstruction and shall assess the same amongst the Association Members and Owner Members and allocate such assessments as described in Paragraph B above. There shall be no special assessment against Developer for capital improvements nor shall there be any special assessment against Developer without the express written approval of Developer.

ARTICLE VI

RESERVED LAND EXPENSES

The following expenses of the Reserved Lands are declared to be Reserved Land Expenses which the Corporation, Association Members and Owner Members are obligated to collect and pay and Dwelling Unit Owners are obligated to pay as provided in Article V herein.

A. Taxes: Any and all taxes levied or assessed at any and all times by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Reserved Lands and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

B. Utility Charges: All charges levied for utilities providing services for the Reserved Lands, whether they are supplied by a private or public firm. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

C. Liability Insurance: The premiums on the policy or policies of insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of Reserved Lands, and improvements and buildings located thereon, or for any other risk insured against by such policies, each class of which policy shall have been written within limits of not less than \$1,000,000 for damages incurred or claimed by any one person, and for not less than \$5,000,000 for damages incurred by more than one person, and for not less than \$25,000 for property damage. All

such policies will name the Corporation (and the Developer until the Turn-Over Date), as their respective interests may appear, as the persons insured by such policy or policies. The original or a true copy of each policy shall be held in the office of the Corporation.

D. Fire, Windstorm, and Other Casualty Insurance:

The premiums for insurance to keep insured any and all buildings or improvements now located or which may hereafter be located, built, or placed upon the Reserved Lands in good and responsible insurance companies authorized to do business in the State of Florida, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty in an amount that would be sufficient to afford adequate protection to all interested parties.

E. Destruction of Buildings or Improvements:

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building by fire, windstorm, or other casualty, regardless of whether or not the same is covered in whole or in part by insurance. In the event insurance money shall be payable, such insurance money shall be paid to the Corporation who shall open an account with a banking institution doing business in Palm Beach County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. The Corporation shall pay into such account, either in addition to the insurance proceeds or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damages or destruction as herein contemplated shall be considered Reserved Land Expenses, but shall be raised by the Corporation under the provisions for Special Assessments as provided in Article V.C. of this Covenants Declaration. The Corporation agrees that it will levy special assessments to provide the funds for the cost of reconstruction

or construction within ninety (90) days from the date the damage or destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement shall be completed within nine (9) months from the date of damage.

Repair and Replacements: All Expenses necessary to keep and maintain, repair and replace any and all buildings, improvements, roadways, drainage facilities, personal property, furniture, street lights, fixtures and equipment upon the Reserved Lands in a manner consistent with the development of Villages of Oriole and in accordance with the covenants and restrictions contained herein, and in conformity with all orders, ordinances, rulings, and regulations of any and all federal, state, county and city governments having jurisdiction thereover as well as the statutes and laws of the State of Florida and the United States. This shall include any expense attributable to the maintenance and repair and replacement of pumps or other equipment located upon or servicing the Reserved Lands pursuant to the dedications to or rights of Lake Worth Drainage District in and to such portions of the Reserved Lands for drainage, flowage rights of way or other purposes.

G. Indemnification: The Corporation covenants and agrees that it will indemnify and save harmless the Developer from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Reserved Land, or the appurtenances thereto from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments, and/or decrees which may be entered therein. The costs of fulfilling the covenant of

indemnification herein set forth shall be deemed to be Reserved Land Expenses. Included in the foregoing provisions of indemnification are any expense that the Developer may be compelled to incur in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, and covenants contained in this Covenants Declaration to be kept and performed by the Corporation and its Members.

H. Operational Expenses: The costs of administration for the Corporation, including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Corporation, shall be deemed to be Reserved Land Expenses hereunder. The fees or costs of any management company retained by the Governors to assist in the performing of the duties of the Corporation hereunder shall be deemed to be part of the Reserved Land Expenses.

ARTICLE VII  
GENERAL PROVISIONS

A. Duration: The restrictions covering the lands of Villages of Oriole and the covenants contained herein providing for assessments shall run with and bind the land encumbered hereby, or subsequently encumbered by virtue of the filing of a Supplement, and shall inure to the benefit of the Developer, the Corporation and its members, his or its respective legal representatives, heirs, successors and assigns for a term of seventy-five (75) years from the date this Covenant Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless after said seventy-five (75) year term an instrument signed by the persons or entities then owning two-thirds (2/3) of all Dwelling Units Subject to Assessment is recorded agreeing to terminate said covenants and restrictions. No such instrument shall be

effective, however, unless made and recorded one (1) year in advance of the effective date of such termination.

B. Compliance With Regulations of Public Bodies:

The Corporation shall, as a Reserved Land Expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public.

C. Lawful Use of Reserved Lands: The Corporation covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Palm Beach County, the State of Florida, and the United States of America, and all public authorities and boards of officers relating to the Reserved Lands, or improvements upon the same, or use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation.

D. Easements: The Reserved Lands, Recreation Areas, Residential Property and Community Areas shall be subject to easements in favor of the Developer, the Corporation, its designees (including Managing Companies), members and Dwelling Unit Owners and appropriate utility and other service corporations or companies for ingress and egress and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith, and the like. Developer and the Corporation shall execute, deliver and impose, from time to time, such easements and cross easements for any of the foregoing purposes and at such location or locations as determined by Developer, or, upon the Turn-Over Date, as shall be agreed upon by Developer and Corporation.

E. Enforcement: The covenants and restrictions herein contained may be enforced by the Developer, the Corporation, any Association, or the owner or owners of not less than one acre of land constituting Residential Property in any judicial proceedings seeking any remedy recognizable at law or in equity, including damages, injunction, and other mandatory relief against any person, persons, firm, or entity violating or attempting to violate any covenant or restriction or to enforce any lien created by the Developer. The failure either by the Developer, Corporation or any other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs.

F. Amendment and Modification: The right to modify or amend this Covenants Declaration is hereby reserved unto the Developer, and after the Turn-Over Date unto Developer and Corporation jointly, provided that any such modification or amendment shall be reflected in an instrument executed by the Developer (or Developer and Corporation after the Turn-Over Date) and placed amongst the Public Records of Palm Beach County. An amendment executed prior to the Transfer shall, upon Developer's request, be joined in by Corporation. No amendment or modification shall be inconsistent with the intents and purposes hereof nor shall the effect of any such modification or amendment increase the limits of assessments set forth in Article V hereof.

G. Subordination: The Developer and the Corporation agree that their respective interests in this Covenants Declaration shall be subordinated to the lien and encumbrance of any existing mortgages and additional replacement or subsequent mortgages obtained by the Developer for the purpose of financing the construction of improvements to take place upon any portion of Villages of Oriole. The Corporation agrees to execute such instruments as may be necessary to evidence the subordination



of its interest to such mortgage. All mortgage payments pursuant to loans obtained by Developer as obligor shall be the obligation of the Developer.

Severability: Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained, or the reduction in time by reason of any rule against perpetuities shall in no way effect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

IN WITNESS WHEREOF this Declaration of Protective Covenants and Restrictions has been signed by the Developer and Corporation the day and year first above set forth.

ORIOLE HOMES CORP.

By: *[Signature]*  
A. Nunez, Vice President

Attest: *[Signature]*  
E. E. Hubshman  
Assistant Secretary

ORIOLE VILLAGES CENTER, INC.

By: *[Signature]*  
E. E. Hubshman, Vice President

Attest: *[Signature]*  
A. Nunez, Secretary

*Mary Adelle Newlin*  
*Carlton Reid*

*Mary Adelle Newlin*  
*Carlton Reid*

STATE OF FLORIDA )

)SS:

COUNTY OF BROWARD )

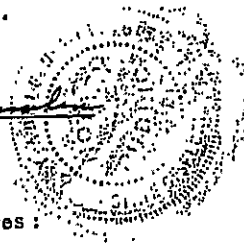
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared A. Nunez, Vice President and E. E. Hubshman, Asst. Sec., of ORIOLE HOMES CORP., and that

OFFICIAL RECORDS 2390 PAGE 922

they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY Hand and Official Seal in the County and State last aforesaid this 30th day of January, 19 75.

*Mary Alice ...*  
Notary Public



My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 14, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

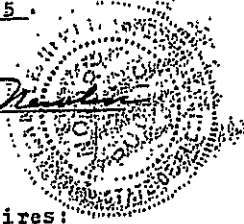
STATE OF FLORIDA

COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared E. E. Hubshman, Vice President and A. Nunez, Secretary, of ORIOLE VILLAGES CENTER, INC. and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS MY Hand and Official Seal in the County and State last aforesaid this 30th day of January, 19 75.

*Mary Alice ...*  
Notary Public



My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 14, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

EXHIBIT A

PROPERTY

A certain parcel located in portions of the Northeast one-quarter (NE 1/4) and the Southeast one-quarter (SE 1/4) of Section 16, Township 46 South, Range 42 East, together with the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4), the Southwest one-quarter (SW 1/4), the Northeast one-quarter (NE 1/4) and the Southeast one-quarter (SE 1/4) of Section 15, Township 46 South, Range 42 East, being more particularly described as follows:

Commence at the Southwest Corner of the Southeast one-quarter (SE 1/4) of Section 16, Township 46 South, Range 42 East and run on an assumed bearing of North 01° -15' -47" East along the West line of the Southeast one-quarter (SE 1/4) of said Section 16 for 78.88 feet; thence run South 89° -40' -59" East along the North Right of Way Line of State Road No. 806 for 60.01 feet to the Point of Beginning; thence run North 01° -15' -47" East along the East Line of a 60' foot reservation for road purposes as filed in Deed Book 726 at Page 180 of the Public Records of Palm Beach County, Florida, for 3371.62 feet; thence run South 89° -47' -04" East along the North Line of the South one-half (S 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of said Section 16 for 1268.40 feet; thence run North 01° -07' -35" East along the West Line of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 16 for 688.00 feet; thence run South 89° -44' -24" East along the North Line of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 16 for 1327.94 feet; thence run South 89° -29' -04" East along the North Line of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 15, Township 46 South, Range 42 East for 2747.15 feet; thence run South 00° -53' -00" West along a line parallel to and 60.00 feet East of, as measured at right angles, the West Line of the East one-half (E 1/2) of said Section 15 for 4021.05 feet to a point of curvature; thence run Easterly along a curve concave to the North having a radius of 25.00 feet and a central angle of 90° -34' -35" for an arc distance of 39.72 feet; thence run South 00° -18' -25" West for 7.00 feet; thence run North 89° -41' -35" West for 85.33 feet; thence run North 89° -40' -59" West for 2685.65 feet to a point on the West Line of the Southwest one-quarter (SW 1/4) of said Section 15; thence run North 89° -40' -59" West for 2623.14 feet, said last three mentioned courses being coincident with the Northerly Right of Way Line of State Road No. 806, to the Point of Beginning. Said lands lying and being in Palm Beach County, Florida. Containing 479.064 Acres, more or less.

EXHIBIT B  
TO  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

LEGEND TO LAND USE PLAN

This Land Use Plan ("Plan") and the Property Plans for Abbey and Bonaire Villages forming Exhibit C-1 and C-2 to the Declaration, are the Land Use Plan and initial Property Plans for Villages of Oriole as contemplated by the Declaration, the provisions of which are incorporated herein. The various terms appearing on this Land Use Plan and the Property Plans are defined in the Declaration and are to be read in conjunction therewith.

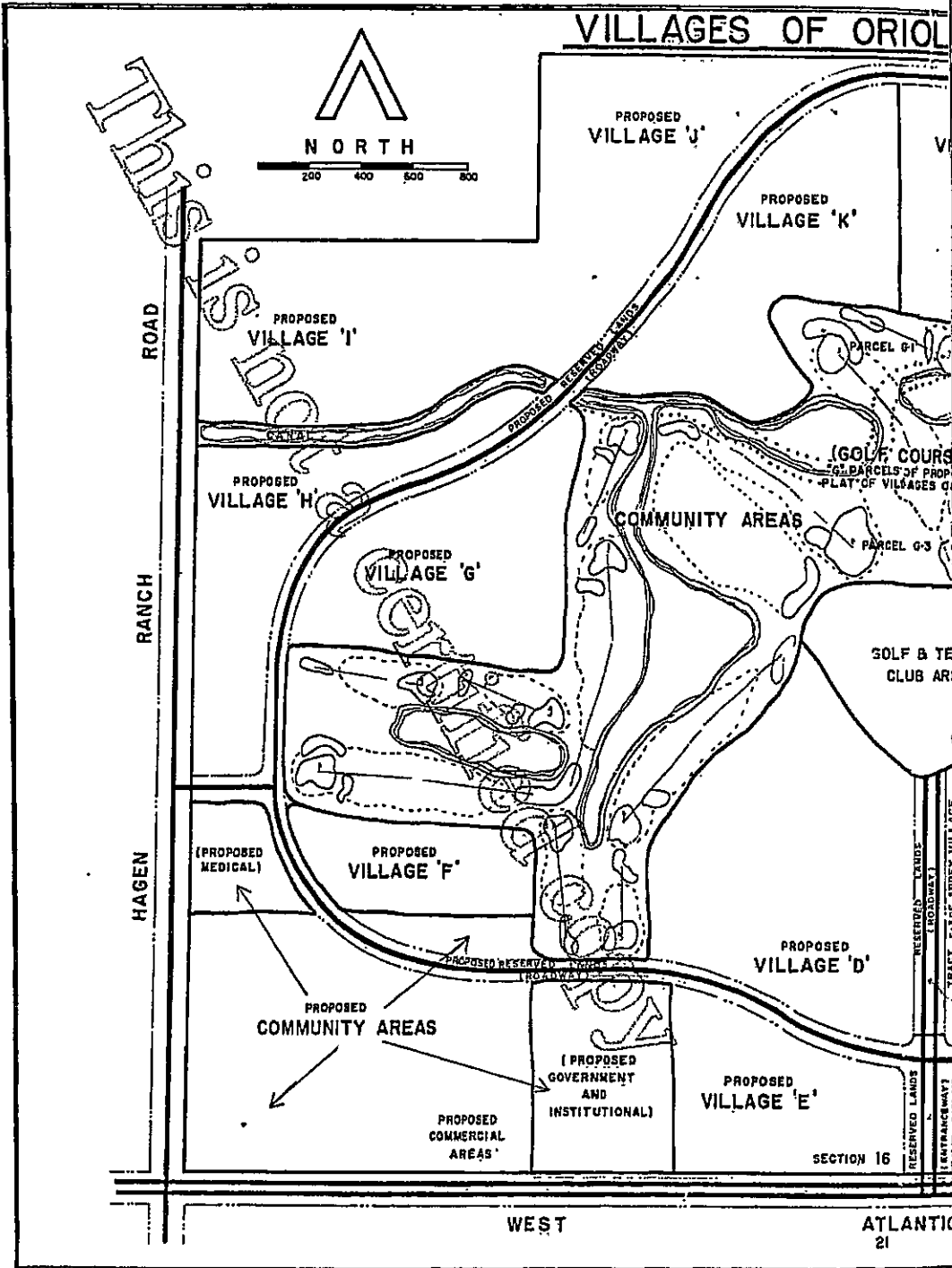
This Plan and the Property Plans show, to the extent now determined, the four land use areas of Villages of Oriole described in the Declaration ("Recreation Area"), "Reserved Lands", "Residential Property" and "Community Areas") in accordance with the provisions of Article II of the Declaration. Any land use areas designated "Proposed" is reserved for use and development by Developer in any manner set forth in Article II of the Declaration and shall not be committed to a particular land use or subject to the land use covenants of the Declaration until a Supplement is filed with regard to such land area as set forth in the Declaration.

All boundary lines and improvements shown on this Plan are approximations only and not necessarily drawn to scale. An accurate description of certain of the boundary lines and dimensions may be found on the recorded plats referred to on the Plan.

This Plan is only illustrative of the proposed Plan for Development of Villages of Oriole discussed in the Declaration. Developer reserves the right to increase or decrease the number or size of the Proposed Villages or to alter the Roadway or other proposed land use areas in accordance with the development of Villages of Oriole as ultimately implemented.

The various land areas of the Villages of Oriole and owners of Dwelling Units thereon are subject to the provisions of the condominium, plats or other documents now or hereafter recorded, including matters relative to construction of improvements, assessments, lien rights, easements and restrictions and reservations.

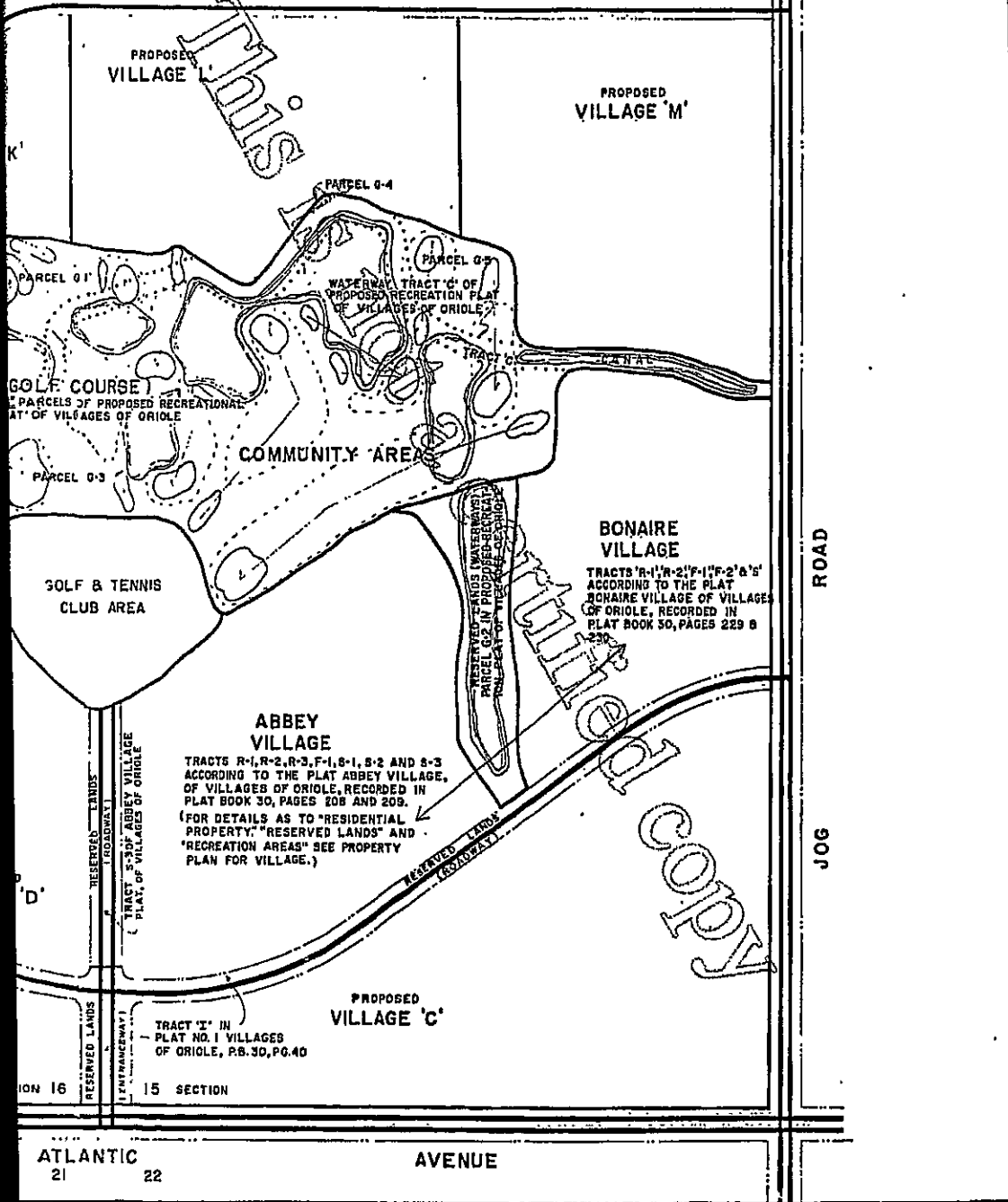
EXHIBIT B



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ORIOLE - LAND USE PLAN - EXHIBIT 'B'



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EXHIBIT C-1  
TO  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

PROPERTY PLAN FOR ABBEY VILLAGE  
LEGEND TO PROPERTY PLAN

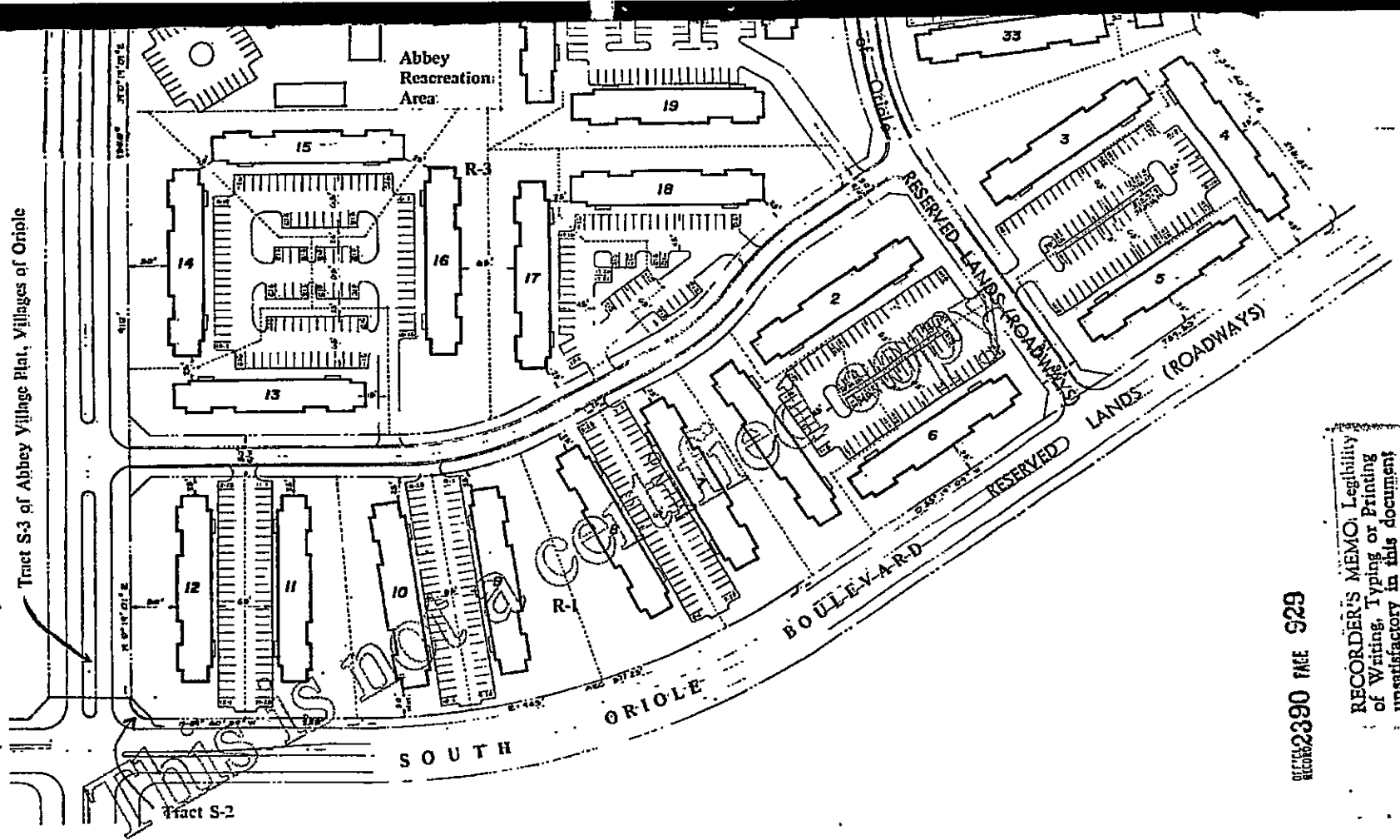
This Property Plan is the Property Plan for Abbey Village as contemplated by the Plan for Development of Villages of Oriole under this Declaration, the provisions of which, along with the Land Use Plan and other exhibits, are deemed a part hereof and incorporated herein.

Tracts R-1, R-2 and R-3 according to the Plat of Abbey Village of Villages of Oriole, which Tract designations are shown on the Property Plan, are hereby declared to be "Residential Property" as described in the Declaration and subject to the covenants relative thereto. The Property Plan shows thirty-three (33) proposed Residential Apartment Buildings situated upon the Residential Property. As of this date, Developer has developed the Residential Apartment Buildings numbered 1 through 6 on the Property Plan. Development of subsequent buildings, if at all, and the number, size, location, architecture and form of ownership of such further buildings shall be at Developer's discretion and subject to such factors as market conditions, costs of construction and availability of supplies and materials.

Tract F-1 according to the Plat of Abbey Village of Villages of Oriole, which Tract designation is shown on the Property Plan within the shaded area designated "Abbey Recreation Area" is hereby declared to be "Recreation Area" as described in the Declaration and subject to the covenants relative thereto. The Developer has commenced construction of the "Rec Center", two (2) swimming pools and parking facilities shown on the Property Plan.

Tracts S-1, S-2 and S-3 according to the Plat of Abbey Village of Villages of Oriole which Tract designations are shown on the Property Plan on the areas designated "Roadways", are hereby declared to be the "Reserved Lands" as described in the Declaration and subject to the covenants relative thereto.

The boundary lines and location and dimensions of improvements shown on the Property Plan are approximate and not to scale. Developer reserves the right to vary the location, dimensions of improvements and extent of improvements within the Residential Property in accordance with such rights reserved and stated above.



Tract S-3 of Abbey Village Plat, Villages of Oriole

EXHIBIT C-1

RECORDS 2390 PAGE 929

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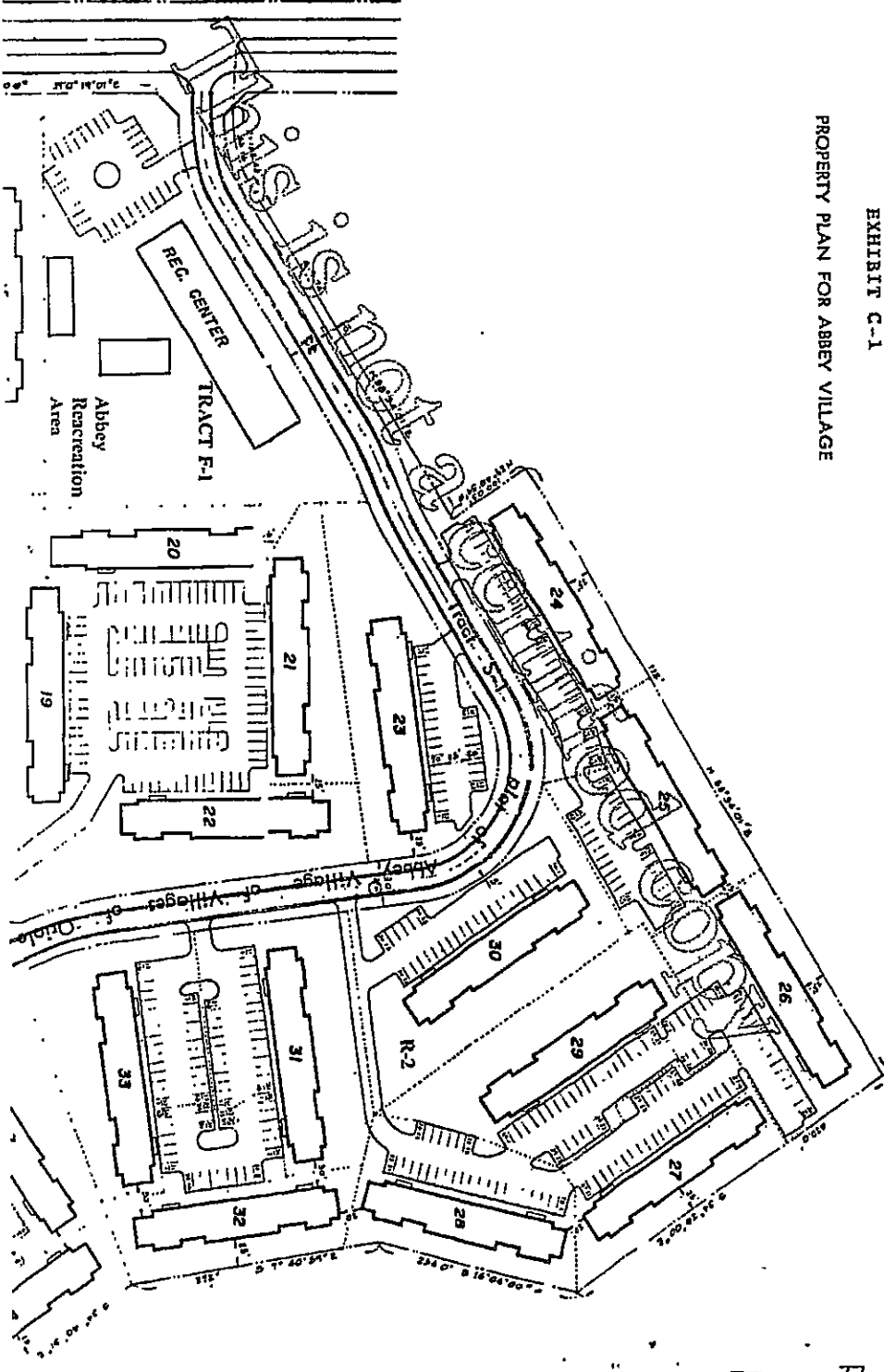


EXHIBIT C-1  
 PROPERTY PLAN FOR ABBEY VILLAGE

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EXHIBIT C-2  
TO  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
PROPERTY PLAN FOR BONAIRE VILLAGE  
LEGEND TO PROPERTY PLAN

This Property Plan is the Property Plan for Bonaire Village as contemplated by the Plan for Development of Villages of Oriole under this Declaration, the provisions of which, along with the Land Use Plan and other exhibits, are deemed a part hereof and incorporated herein.

Tracts R-1 and R-2 according to the Plat of Bonaire Village of Villages of Oriole, which Tracts comprise the tracts marked "C" on the Property Plan, are hereby declared to be "Residential Property" as described in the Declaration and are subject to the covenants relative thereto. As of this date, Developer has developed two (2) Residential Apartment Buildings on the Residential Property. The development of any additional buildings, if at all, and the number, size, location, architecture, and form of ownership of any such additional buildings shall be at Developer's discretion and subject to such factors as market conditions, costs of construction and availability of supplies and materials.

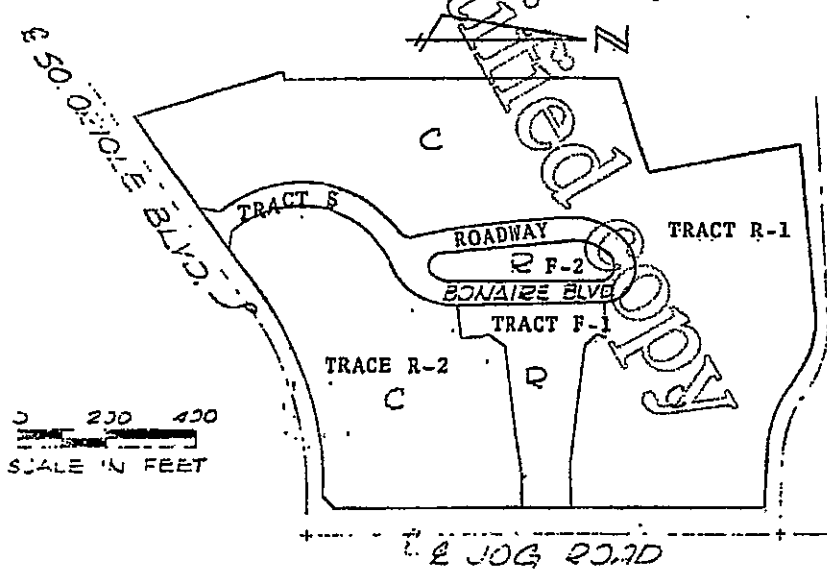
Tracts F-1 and F-2 according to the Plat of Bonaire Village of Villages of Oriole, which Tracts comprise the tract marked "R" on the Property Plan, are hereby declared to be "Recreation Area" as described in the Declaration and subject to the covenants relative thereto.

Tract S according to the Plat of Bonaire Village of Villages of Oriole, which Tract comprises the tract marked Bonaire Blvd. and Roadway on the Property Plan are hereby declared to be "Reserved Lands" as described in the Declaration and subject to the covenants relative to Roadways thereunder.

EXHIBIT C - 2

PROPERTY PLAN FOR BONAIRE VILLAGE

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ORIOLE HOYES CORP.

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EXHIBIT D  
TO  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

GOLF & TENNIS CLUB AREA

The Master Land Use Plan (Exhibit B hereto) graphically depicts a land area designated as "Golf & Tennis Club Area". The specific boundaries of this area are subject to change depending upon the course of development of accompanying proposed Residential Property. Upon the filing of a Supplement committing such property to this document, a more detailed description of the Golf & Tennis Club Area shall be determined and filed of record as part of such Supplement.

EXHIBIT E

TO

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

ORIOLE VILLAGES CENTER, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 11th day of February, A.D., 1974, as shown by the records of this office.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 13th day of February, A.D., 1974.

Richard (Dick) Stone  
SECRETARY OF STATE

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TRUE COPY

ARTICLES OF INCORPORATION  
OF  
ORIOLE VILLAGES CENTER, INC.  
(A Corporation Not-for-Profit)

In order to form a corporation under and in accordance with the provisions and the laws of the State of Florida for the formation of corporations not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers hereinafter mentioned; and to that end we do, by these articles of incorporation, set forth the following:

ARTICLE I  
DEFINITIONS

A. All terms shall have the meaning set forth in Chapter 711, Florida Statutes, as amended, the Condominium Act.

B. For clarification, the following terms have the following meanings:

1. "Villages of Oriole" means the planned community being developed in phases by the Developer upon portions of land in Sections 15 and 16, Township 46 South, Range 42 East, Palm Beach County, Florida. Villages of Oriole shall include property developed for residential, recreational and commercial uses.

2. "Village" means a geographic area within Villages of Oriole constituting a phase in the development of Villages of Oriole. Each Village has been given a particular designation; i.e. Abbey Village, etc. The location of the Villages are shown on the Property Plan attached hereto as Exhibit B.

3. "Villages of Oriole Condominium" means a particular condominium which is the subject of a particular Condominium Declaration.

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DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

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4. "Dwelling Unit" means a residential unit in Villages of Oriole intended as an abode for one family and includes a residential unit contained in a duplex, garden-type, townhouse or high rise building whether such residential unit is subject to condominium form of ownership, owned in fee simple, cooperatively owned or contained within a rental structure. Dwelling Unit shall also mean and include a unit in a non-residential structure constructed upon Community Areas.

5. "Dwelling Unit Owner" means the owner of a Dwelling Unit.

6. "Apartment" means a Dwelling Unit in a Villages of Oriole Condominium.

7. "Apartment Owner" means the owner of an Apartment.

8. "Developer" means Oriole Homes Corp., a Florida corporation, its grantees, successors and assigns.

9. "Act" means the Condominium Act, Chapter 711, Florida Statutes (1963), as amended.

10. "Condominium Documents" means in the aggregate the Condominium Declaration, the Articles and By-Laws of the Association, the Lease and Sub-Lease, Covenants Declaration, Management Agreement, Corporation Documents and all of the instruments and documents referred to therein and executed in connection with a Villages of Oriole Condominium.

11. "Condominium Declaration" means the Declaration of Condominium by which a Villages of Oriole Condominium is submitted by the Developer to condominium ownership.

12. "Association" means a Florida corporation not-for-profit responsible for operating the Villages of Oriole Condominiums within a Village.

13. "Corporation" means this Corporation.

14. "Corporation Documents" means these Articles of Incorporation, By-Laws and Rules and Regulations of the Corporation, and the Lease and Sub-Lease.

15. "Board" means the Board of Governors of the Corporation.

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16. "Lease" means the Lease Agreement to be entered into by Developer and Corporation whereby portions of land areas (the "Demised Parcel") described in the Lease will be leased by Developer to Corporation to provide recreation, transportation, and beautification to Corporation and its members. The expenses of the Lease ("Operating Expenses") shall be Common Expenses.

17. "Sub-Lease" means the instrument to be entered into by Corporation and an Association for the benefit of the Association and its members whereby portions of the Demised Parcel, including the Village Recreational Area described in the Sub-Lease are sub-leased by Corporation to Association.

The expenses of the Sub-Lease shall be Common Expenses.

18. "Demised Parcel" means the real property and improvements to be leased to the Corporation by Developer under the Lease.

19. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as described in the Act and in the Condominium Documents.

20. "Operating Expenses" means the expenses of operating and maintaining the portion of the Demised Parcel defined in the case as "Country Club Center" and also includes the expenses of administering the Corporation.

21. "Covenants Declaration" means the instrument entitled "Declaration of Protective Covenants and Restrictions" wherein Developer shall impress certain covenants and restrictions upon the "Reserved Land", "Community Areas", "Leased Areas" and "Residential Property" (as these land areas are therein defined and which definitions are hereby incorporated herein) for the benefit of the Dwelling Unit Owners. The expenses of operating and maintaining these land areas



described in the Covenants Declaration ("Reserved Area Expenses") are declared to be Common Expenses.

22. "Association Member" means an Association which shall establish membership in the Corporation pursuant to the Corporation Documents.

23. "Owner Member" means an owner of a portion of a Village upon which residential buildings other than Villages of Oriole Condominiums are constructed and who thereby establish membership in the Corporation pursuant to the Corporation Documents.

#### ARTICLE II

##### NAME

The name of this corporation shall be ORIOLE VILLAGES CENTER, INC. For convenience, the corporation shall be herein referred to as the "Corporation" whose present address is 900 N. E. 26th Avenue, Fort Lauderdale, Florida 33304.

#### ARTICLE III

##### PURPOSES

The purpose for which this Corporation is organized is to hold and operate the Demised Parcel and Reserved Land in accordance with the terms, provisions, conditions and authorizations contained in the Lease and Covenants Declaration, respectively; to make and enter into the Sub-Lease; and to carry out the covenants and enforce the provisions relative to Corporation as set forth in the Corporation Documents.

#### ARTICLE IV

##### POWERS

The powers of this Corporation shall include and be governed by the following provisions:

A. This Corporation shall have all of the common law

and statutory powers of a corporation not-for-profit.

8. This Corporation shall have all of the powers reasonably necessary to implement its purposes including but not limited to, the following:

1. to act as lessee under the Lease and to do all of the acts required to be performed by it thereunder.
2. to act as Sub-Lessor under the Sub-Leases and to do all of the acts required to be performed by it under the Sub-Leases;
3. to make, establish and enforce reasonable rules and regulations governing the use of the Demised Parcel and the Reserved Land;
4. to make, levy and collect assessments for the purpose of obtaining funds from its members to pay for the Operating Expenses and Reserved Area Expenses, including the operational and administrative expenses of the Corporation and costs of collection; and, to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;
5. to maintain, repair, replace and operate the Country Club Center in accordance with the Corporation Documents;
6. to enforce by legal means the obligations of the Members of this Corporation and the provisions of the Corporation Documents;
7. to contract for centralized management of the Country Club Center and Reserved Land and to delegate to such management company the administration of this Corporation;
8. to deal with other corporations and Associations or representatives thereof on matters of mutual interest.

#### ARTICLE V

#### MEMBERS

- 5 -

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The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

The membership of the Corporation shall be comprised of "Association Members" and "Owner Members".

Membership shall be established as follows:

1. Association Members:

1.1 An Association shall become an Association Member of this Corporation upon the filing with the office of the Secretary of State of Florida of the Articles of Incorporation of such Association and the recordation of the first Condominium Declaration of a Villages of Oriole Condominium operated by such Association.

1.2 Each Association Member shall notify this Corporation of the recordation of the first such Condominium Declaration and shall thereafter transmit to this Corporation (a) true copies of all Condominium Declarations for the Villages of Oriole Condominiums operated by such Association Members upon the recordation of same and (b) from time to time, but not less often than quarterly current lists of Dwelling Unit Owners in such Villages of Oriole Condominiums.

1.3 Upon termination of a Villages of Oriole Condominium, as provided in the Condominium Declaration, the Dwelling Unit Owners in a Terminated Villages of Oriole Condominium shall be collectively an Owner Member.

2. Owner Members:

2.1 Owner Members shall become a member effective upon the issuance of a Certificate of Occupancy for a

structure constructed upon the portion of Residential Property (the "Owner Member Residential Property") owned by such Owner Member.

2.2 The Owner Member shall notify this Corporation in writing from time to time but not less often than quarterly of the number of Dwelling Units within such structure.

2.3 Change of an Owner Membership in the Corporation shall be established by recording in the Public Records of Palm Beach County, Florida of a Deed or other instrument establishing record title to an Owner Member Residential Property and the delivery to the Corporation of a true copy of such instrument, and the Owner described by such instrument thereupon becomes an Owner Member of the Corporation and the membership of the prior Owner Member shall be terminated as to such Owner Member Residential Property.

C. Each and every member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Corporation Documents.

D. Until such time as there is an Association Member or Owner Member, the membership of this Corporation shall be comprised of the subscribers to these Articles. In the event of the resignation or termination of membership by voluntary agreement by any such subscriber, then the remaining subscribers may nominate and designate a successor subscriber. Each of these subscribers and their successors shall be entitled to cast one vote on all matters which the membership shall be entitled to vote.

E. Members Voting Rights.

1. The voting rights of members shall be limited to voting for the members of the Board in accordance with

the Corporation Documents and the provisions of Article  
..... herein.

2. Each Association Member shall have a number  
of votes equal to the total number of Dwelling Units con-  
tained in the Villages of Oriole Condominiums operated

3. An Owner Member shall have the number of votes  
equal to the total number of Dwelling Units located within  
an Owner Member Residential Property owned by such Owner  
Member.

4. In the event any structure (the "Original Structure")  
upon an Owner Member Residential Property or comprising a  
Villages of Oriole Condominium which had been issued a  
Certificate of Occupancy is subsequently destroyed or de-  
molished, then the Member which had voting rights as a result  
of such Original Structure shall continue to exercise the  
votes attributed to such Original Structure until such time  
as the Original Structure is replaced, whereupon the Member  
shall exercise the number of votes equal to the number of  
Dwelling Units in the structure replacing the Original Structure.

#### ARTICLE VI

##### TERM

The term for which this Corporation is to exist shall  
be perpetual.

#### ARTICLE VII

##### SUBSCRIBERS

The names and street addresses of the subscribers to  
these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Elliott B. Barnett	900 Northeast 26th Avenue Fort Lauderdale, Florida

Donald C. McClosky

900 Northeast 26th Avenue  
Fort Lauderdale, Florida

Harvey G. Kopelowitz

900 Northeast 26th Avenue  
Fort Lauderdale, Florida

ARTICLE VIII

OFFICERS

The affairs of the Corporation shall be managed by the President of the Association, assisted by the several Vice Presidents, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board. The Board, or President, with the approval of the Board, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation or management of this Association.

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

ARTICLE IX

FIRST OFFICERS

The name of the officers who are to serve until the first election of officers by the Board are as follows:

President	E. F. Hubshman
Vice President	Conrad Williams
Secretary	Harry A. Levy
Treasurer	A. Nunez
Assistant Secretary	A. Nunez

ARTICLE X

BOARD OF GOVERNORS

A. There shall be five (5) members to the first Board ("First Board") who are to serve until the first elected Board as described herein. The number of members of the Board subsequent to the First Board shall be as provided in paragraph C of this Article.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jacob L. Friedman	440 N. W. 65th Terrace Margate, Florida 33063
Conrad Williams	450 N. W. 65th Terrace Margate, Florida 33063
Harry A. Levy	450 N. W. 65th Terrace Margate, Florida 33063
E. E. Hubshman	450 N. W. 65th Terrace Margate, Florida 33063
A. Nunez	450 N. W. 65th Terrace Margate, Florida 33063

C. Membership of all Boards elected subsequent to the First Board shall be composed of the following:

There shall be two (2) Governors elected by each Association Member and One (1) Governor elected by the Owner Members for every one hundred fifty (150) Dwelling Units on Owner Member Residential Property.

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B. The first Board shall be the Board of this Corporation until the "Turn-Over Date" which date shall be the earliest of the following:

- (1) December 31, 1984;
- (2) Within thirty (30) days after 4,000 Dwelling Units are assessed for Reserved Area Expenses in accordance with the Corporation Documents; or
- (3) the determination by Developer to relinquish its right to appoint the Board.

Upon the "Turn-Over Date", a special meeting of the membership shall be called for the purpose of electing five (5) Governors to serve as the members of the Board until the next annual meeting. Annual meetings shall be held on the second Tuesday of December of each year and at such annual meeting the membership shall elect all members of the Board in accordance with the provisions of paragraph C of this Article X.

ARTICLE XI  
INDEMNIFICATION

Every Governor and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with the proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Governor or officer of the Corporation, or any settlement thereof, whether or not he is a Governor or officer at the time such expenses are incurred, except in such cases wherein the Governor or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the board approves such settlement and reimbursement as being

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for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all right to which such Governor or officer may be entitled by common or statutory law.

#### ARTICLE XII

##### BY-LAWS

By-Laws of this Corporation may be adopted by the Board and may be altered, amended or rescinded in the manner provided for by the By-Laws.

#### ARTICLE XIII

##### AMENDMENTS

A. Prior to the time of the recordation of the first Declaration for a Villages of Oriole Condominium these Articles may be amended by an instrument, in writing, signed by all of the subscribers to these Articles or their successors, stating the Article number and the nature of its amendment and filing in the office of the Secretary of State of the State of Florida a certified copy of each such amendment and attaching a certified copy of each such amendment to these Articles upon its recordation with the Declaration.

B. After the filing of the first Declaration these Articles may be amended in the following manner:

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

2. A resolution approving a proposed amendment may be proposed by either the Board or by the membership of the Corporation, and after being proposed and approved by one of said bodies, it must be submitted for approval

...receive such approval of the other. Such approval must be by seventy-five (75%) percent of the members of the Corporation; and such approval must be two-thirds (2/3) of the members of the Governors.

3. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declaration.

A copy of each amendment shall be certified by the Secretary of State.

5. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles which shall abridge, amend or alter the rights of the Developer to designate and select members of the Board as provided in Article X hereof, may be adopted or become effective without the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have herunto affixed their signatures, this 6th day of February, 1974.

*[Handwritten signatures and initials over three horizontal lines]*

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

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ELLIOTT B. BARNETT, DONALD C. McCLOSRY and HARVEY G. KOPELOWITZ, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF the subscribers have hereunto affixed their signatures, this 28<sup>th</sup> day of February, 1974.

Volny Parnell  
Notary Public

(Notary Seal)

Notary Public, State of Florida at Large  
My Commission Expires: My Commission Expires Jan. 31, 1976  
Banded By American Edo & Corvelly Co.

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AMENDMENT TO ARTICLES OF INCORPORATION

OF

ORIOLE VILLAGES CENTER, INC.  
(A Corporation Not-For-Profit)

We, the undersigned, being all of the Subscribers of ORIOLE VILLAGES CENTER, INC., a Florida corporation, Not-for-Profit, formed pursuant to Chapter 611, Florida Statutes, do hereby resolve that the following amendments to the Articles of Incorporation of Oriole Villages Center, Inc. filed with the Secretary of State on the 11th day of February, 1974 be and the same are hereby made in accordance with Article XIII, Paragraph A of such Articles:

1. Article I.B. is hereby amended to read as follows:

"B. For clarification, the following terms have the following meanings:

1. "Villages of Oriole" means the name given to the planned development being developed in phases by the Developer upon portions of Plat No. 1, Villages of Oriole, according to the Plat thereof recorded in Plat Book 30, at Pages 38, 39 and 40 of the Public Records of Palm Beach County, Florida. Villages of Oriole is planned to contain 'Residential Property', 'Recreation Areas', 'Reserved Lands' and 'Community Areas' described in the Plan for Development referred to in Article III of these Articles and more particularly described in the 'Covenants Declaration' hereinafter defined.

2. "Village" means a geographical area within Villages of Oriole constituting a phase in the development of Villages of Oriole. A Village shall contain Residential Property and a Recreation Area as described in the Covenants Declaration. Each Village has been given a particular designation; i.e. Abbey Village, etc. The location of the Villages are shown on the Property Plan attached hereto as Exhibit B.

3. "Villages of Oriole Condominium" means a particular condominium which is the subject of a particular Condominium Declaration. All of the Villages of Oriole Condominiums within a particular Village will be collectively referred to by the Village designation, i.e. Abbey Village Condominiums.

4. " Dwelling Unit" means a residential unit in Villages of Oriole intended as an abode for one family and includes a residential unit contained in a duplex, garden-type, townhouse or high rise building whether such residential unit is subject to condominium form of ownership, owned in fee simple, cooperatively owned or contained within a rental structure. Dwelling Unit shall also mean and include a unit in a non-residential structure constructed upon Community Areas.

5. "Dwelling Unit Owner" means the owner of a Dwelling Unit.

6. "Apartment" means a Dwelling Unit in a Villages of Oriole Condominium.

7. "Apartment Owner" means the owner of an Apartment.

8. "Developer" means Oriole Homes Corp., a Florida corporation, its grantees, successors and assigns.

9. "Act" means the Condominium Act, Chapter 711, Florida Statutes (1963), as amended.

10. "Condominium Documents" means in the aggregate the Condominium Declaration, the Articles and By-laws of the Association, the Village Covenants Agreement, Covenants Declaration, Corporation Documents and all of the instruments and documents referred to therein and executed in connection with a Villages of Oriole Condominium.

11. "Condominium Declaration" means the Declaration of Condominium by which a Villages of Oriole Condominium is submitted by the Developer to condominium ownership.

12. "Association" means a Florida corporation not-for-

profit responsible for operating the Villages of Oriole Condominiums within a Village.

13. "Corporation" means this Corporation.

14. "Corporation Documents" means these Articles of Incorporation, By-Laws and Rules and Regulations of the Corporation.

15. "Board" means the Board of Governors of the Corporation.

16. "Village Covenants Agreement" means the instrument by which a Recreation Area within a Village is set aside by Developer for the benefit of an Association and its members operating the Village in which such Recreation Area is located and wherein the expenses of operating such Recreation Area ("Recreation Area Expenses") are made specifically applicable to Apartment Owners who are members of such Association.

17. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as described in the Act and in the Condominium Documents.

18. "Covenants Declaration" means the instrument entitled "Declaration of Protective Covenants and Restrictions" wherein Developer impresses certain covenants and restrictions upon the "Reserved Lands", "Community Areas", "Residential Properties" and "Recreation Areas" (as these land areas are therein defined and which definitions are hereby incorporated herein) for the benefit of the Dwelling Unit Owners. The expenses of operating and maintaining the Reserved Lands described in the Covenants Declaration ("Reserved Land Expenses") are declared to be ~~Common~~ Expenses.

19. "Association Member" means an Association which shall establish membership in the Corporation pursuant to the Corporation Documents.

20. "Owner Member" means an owner of a portion of a Village upon which residential buildings other than Villages of Oriole Condominiums are constructed and who thereby establish member-

ship in the Corporation pursuant to the Corporation Documents."

2. Article III is hereby amended to read as follows:

" PLAN FOR DEVELOPMENT AND  
PURPOSES OF CORPORATION

Developer has acquired and is presently the owner of all of 'Plat No. 1, Villages of Oriole' according to the Plat thereof recorded in Plat Book 30 at Pages 38, 39 and 40 of the Public Records of Palm Beach County, Florida upon which Developer intends to develop the Villages of Oriole. The Villages of Oriole shall be developed in accordance with the regulations and area limitations for a Planned Unit Development as set forth in the Zoning Code of Palm Beach County, Florida. In accordance with such zoning, Developer has recorded the Covenants Declaration which sets forth use covenants for various land areas within Villages of Oriole referred to therein as Residential Property, Community Areas, Recreation Areas and Reserved Lands.

B. The purpose for which this Corporation is organized is to hold and operate the Reserved Lands in accordance with the terms, provisions, conditions and authorizations contained in the Covenants Declaration and the plan for development of Villages of Oriole and to carry out the covenants and enforce the provisions as set forth in the Corporation Documents."

3. Article IV.B. is hereby amended to read as follows:

"B. This Corporation shall have all of the powers reasonably necessary to implement its purposes including but not limited to, the following:

1. to make, establish and enforce reasonable rules and regulations governing the use of the Reserved Lands and Community Areas;

2. to make, levy and collect assessments for the purpose of obtaining funds from its members to pay for Reserved Land Expenses, including the operational and administrative expenses of the Corporation and costs of collection; and, to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

3. to maintain, repair, replace and operate the Reserved Lands in accordance with the Corporation Documents; to enforce by legal means the obligations of the Members of this Corporation and the provisions of the Corporation Documents;

5. to contract for centralized management of the Reserved Lands and to delegate to such management company the administration of this Corporation;

6. to deal with other corporations and Associations or representatives thereof on matters of mutual interest."

4. Article X.D of the Articles of Incorporation is hereby amended to read as follows:

"The First Board shall be the Board of this Corporation until the 'Turn-Over Date' which shall be the earliest of the following:

- (1) December 31, 1989; or
- (2) The determination by Developer to relinquish its right to appoint the Board.

Upon the 'Turn-Over Date', a special meeting of the members of the Corporation shall be called for the purpose of electing five (5) Governors to serve as the members of the Board until the next annual meeting. Annual meetings shall be held on the second Monday of December of each year commencing with the



year 1976 as set forth in the By-Laws and that at such annual meeting the members shall elect all members of the Board of Governors in accordance with the provisions of Paragraph C of this Article X."

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands this 12th day of Dec., 1974.

WITNESSES:

*[Handwritten signatures of witnesses]*  
\_\_\_\_\_  
*[Handwritten signatures of witnesses]*  
\_\_\_\_\_  
*[Handwritten signatures of witnesses]*  
\_\_\_\_\_  
*[Handwritten signatures of witnesses]*  
\_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_  
ELLIOTT B. BURETT

*[Handwritten signature]*  
\_\_\_\_\_  
DONALD C. McCLOSKEY

*[Handwritten signature]*  
\_\_\_\_\_  
HARVEY G. KOPELOWITZ

Topical copy

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, ELLIOTT B. BARNETT, DONALD C. McCLOSKEY and HARVEY G. KOPELOWITZ, to me known and known by me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of Dec., 1974.

  
Notary Public

My Commission Expires:

ELAINE PAGANO  
Notary Public, State of Florida  
My Commission Expires July 21, 1978  
Bonded by American Fire & Casualty Co.

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Recorded in G R Book 11  
Record verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clerk Circuit Court

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