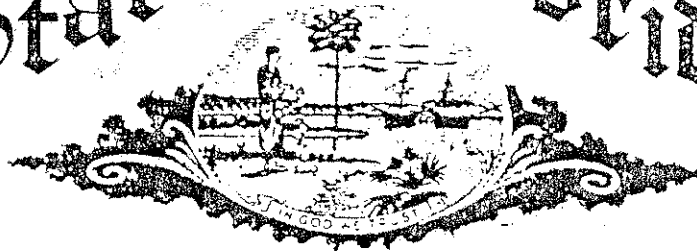


State of Florida

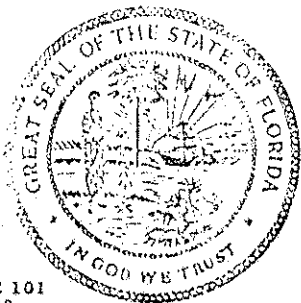


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 29, 1979, as shown by the records of this office.

The charter number for this corporation is 746501.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 30th day of March, 1979.



CER 101
12-78

[Handwritten Signature]
Secretary of State

ARTICLES OF INCORPORATION

FILED

OF

MAR 25 9 00 AM 1976

FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(A Corporation not for Profit)

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

ARTICLE I

NAME OF CORPORATION

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

ARTICLE II

PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 1920 Palm Beach Lakes Boulevard, West Palm Beach, Florida.

ARTICLE III

REGISTERED AGENT AND REGISTERED OFFICE

Robert C. Malt, whose address is 1920 Palm Beach Lakes Boulevard, West Palm Beach, Florida, is hereby appointed the initial registered agent of this Association, and his address is designated as the initial registered office of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, Directors or Officers, and the specific purposes for which it is formed are to provide for the ownership, maintenance, and preservation of the common area within the Property being developed as FOREST LAKES hereinafter referred to as the Project in Palm Beach County, Florida, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for these purposes to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of

- the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell, or transfer all or any part of the common area of FOREST LAKES to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the directors. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the directors, agreeing to such dedication, sale, or transfer;
- (f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation, or annexation shall have the assent

of two-thirds (2/3) of each of members; and

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

ARTICLE V

MEMBERSHIP

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

ARTICLE VI

VOTING RIGHTS

The Association shall have one class of voting membership:

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

event shall more than one vote be cast with respect to any unit.

ARTICLE VII

BOARD OF DIRECTORS

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

Robert C. Malt	1920 Palm Beach Lakes Boulevard West Palm Beach, Florida
B. Ann Malt	1920 Palm Beach Lakes Boulevard West Palm Beach, Florida
Claire Lefterson	1920 Palm Beach Lakes Boulevard West Palm Beach, Florida

These directors or their successors shall serve until fifty (50%) percent of all possible units in the plat or plats of FOREST LAKES, as is now recorded and as may be subsequently recorded in the Public Records of Palm Beach County, Florida, have been sold, with sale being defined as title to the Unit being recorded in the Public Records of Palm Beach County, Florida. When fifty (50%) percent of all such units have been sold, one or more members of the Association shall have the right to petition the Association to hold a meeting of the members for the purpose of electing one (1) member to the Board to replace one of the above initial members or their successors, as the case may be. After the members of the Association hold such a meeting, and election, the members of the Board shall decide among themselves as to which member shall resign, and shall notify the members of the Association of their decision, and forthwith hold a special meeting of the Board to recognize the new director.

After eighty (80%) percent of all such units have been sold, one or more of the members of the Association shall have the right to petition the Association to hold a meeting of the members to replace the other two (2) above initial members or their successors, as the case may be. After such an election, a special meeting of the Board shall be held for the purpose of recognizing the new directors.

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

The number of members of the Board shall initially be three (3), but may be increased after eighty (80%) percent of the units have been sold, as stated above, to more than three (3) by vote of a majority of the members of the Association.

ARTICLE VIII

DISSOLUTION

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

Secretary: Claire Lefterson 1920 Palm Beach Lakes Boulevard
West Palm Beach, Florida

Treasurer: Robert C. Malt 1920 Palm Beach Lakes Boulevard
West Palm Beach, Florida

ARTICLE XII

INDEMNIFICATION

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

ARTICLE XIII

BY-LAWS

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

IN WITNESS WHEREOF, the undersigned subscribers have executed these
Articles of Incorporation this 14th day of March, 1979.

Robert C. Malt
Robert C. Malt

B. Ann Malt
B. Ann Malt

Claire Lefterson
Claire Lefterson

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of
March, 1979 by Robert C. Malt, B. Ann Malt and Claire
Lefterson.

[Signature]
Notary Public, State of Florida at Large.

(SEAL)

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 19 1982
BOND TO THREE GENERAL INS. WRITERS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FOREST LAKES

(Townhouse Community)

Palm Beach County, Florida

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ROBERT C. MALT & CO., is the owner of certain property to be hereinafter known as FOREST LAKES,

A parcel of land lying and being in Section 12, Township 44, South, Range 42 East, Palm Beach County, Florida more particularly described as follows:

A replat of the West half of Lot 1, and all of Lot 2, Block 4, Section 12, Plat of Palm Beach Plantations as recorded in Plat Book 10, Page 20, public records of Palm Beach County, Florida.

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

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

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

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

RETURN TO: *CRAN: JR*
GUNSTEN, BARRETT, CRISER, STEWART & HERSEY
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PALM BEACH, FLORIDA 33480

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

5. Property and casualty insurance on each townhouse structure shall be maintained through the Association, so as to protect each owner at the lowest reasonable cost. Each townhouse owner will be assessed annually for the insurance premium covering his dwelling structure which insurance shall be in amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessment for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each building at Forest Lakes. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the townhouse structure. Each townhouse structure owner shall insure any contents placed in the townhouse structure after the closing as well as any additions made in or to the townhouse structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the townhouse owners. Such insurance will be handled in the same met-

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, MISSOURI, THIS 10th DAY OF DECEMBER, 1960, AT 10:00 A.M. WHEN RECEIVED.

had as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the townhouse buildings and improvements shall be insured in any amount equal to the maximum insurable replacement value, excluding foundation and excavating costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage indorsement and floor insurance, if required.

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

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

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

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

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

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

12. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on fifty (50%) percent of the units. The owners of units shall be entitled to elect one (1) member of the Board of Directors of the Association after fifty (50%) percent of the units are sold and closed, and a majority of the Board when eighty (80%) percent of the units are sold. During the period the undersigned has sole control of the Association, it has the sole right to amend this Declaration of Protective Covenants, Conditions, and Restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any townhouse unit shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors as long as the Developer owns units on any decision of the Board that effects the marketability of any units still owned by the undersigned, at which time the Association has been turned over to the members consistent with this paragraph and the Articles of Incorporation the members of the Association shall have the right to amend the Declaration of Protective Covenants, Conditions and Restrictions consistent with the Articles of Incorporation.

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

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

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

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

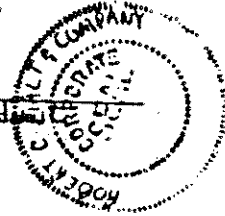
Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may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

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

IN WITNESS WHEREOF, I have set my hand and seal this 31st
day of May 19 79.

ROBERT C. MALT & COMPANY

Robert C. Malt
Robert C. Malt - President



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

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

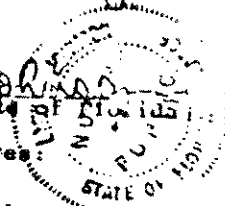
WITNESS my hand and official seal this 31st day of May
A.D. 1979.

(SEAL)

James M. Johnson
Notary Public, State of Florida

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 26, 1982
Bonded through C. S. Clark, Johnson & Clark, Inc.



OFF REC 3069 PG 0704

Record Verified
Palm Beach County, Fla.
John B. Dunbar
Clerk Circuit Court

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of June, 1999.

Signed sealed and delivered in the presence of:

Stanley R. Mew
Witness

[Signature]
Witness

ROBERT C. MALT & CO.
a Florida corporation

[Signature]
ROBERT C. MALT, President



STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 1st day of June, 1999 by ROBERT C. MALT, President of ROBERT C. MALT & CO., a Florida corporation, on behalf of the corporation.

WITNESS my signature and official seal at Palm Beach in the County of Palm Beach, State of Florida, the day and year last aforesaid.

(SEAL)

[Signature]
Notary Public
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA, A LAW
MY COMMISSION EXPIRES MAY 1, 1999
BRUNER JOHN BRUNER JR., GREENWICH

Unit 101

LEGAL DESCRIPTION

THE S.W. 1/4 OF THE FOLLOWING DESCRIBED PROPERTY:
A parcel of land lying and being contained in the West Half (1/2) of Lot 1 and all of Lot 2, Block 4, Section 12, Plat of Palm Beach Plantations, as recorded in Plat Book 19, Page 20, Public Records of Palm Beach County, Florida, said parcel of land being more particularly described by the following numbered courses:

1. Commencing at the Southeast corner of the afore described Tract; thence
2. North 02° 42' 35" West, along the East line of said Tract, a distance of 153.63 feet, thence
3. South 87° 17' 25" West, a distance of 370.52 feet to a point of Beginning (P.O.B.); thence
4. S. 87° 17' 25" W. a distance of 42.00 feet; thence
5. N. 02° 42' 35" W. a distance of 72.67 feet; thence
6. N. 87° 17' 25" E. a distance of 62.00 feet; thence
7. S. 02° 42' 35" E. a distance of 72.67 feet; to the Point of Beginning (P.O.B.).

Containing 0.03 Acres, more or less.

Subject to Reservations, Easements, and Rights of Way of record.

Unit 102

LEGAL DESCRIPTION

The S.E. 1/4 of the following described property:
A parcel of land lying and being contained in the West Half (1/2) of Lot 1 and all of Lot 2, Block 4, Section 12, Plat of Palm Beach Plantations, as recorded in Plat Book 19, Page 20, Public Records of Palm Beach County, Florida, said parcel of land being more particularly described by the following numbered courses:

1. Commencing at the Southeast corner of the afore described Tract; thence
2. North 02° 42' 35" West, along the East line of said Tract, a distance of 153.63 feet, thence
3. South 87° 17' 25" West, a distance of 370.52 feet to a point of Beginning (P.O.B.); thence
4. S. 87° 17' 25" W. a distance of 42.00 feet; thence
5. N. 02° 42' 35" W. a distance of 72.67 feet; thence
6. N. 87° 17' 25" E. a distance of 62.00 feet; thence
7. S. 02° 42' 35" E. a distance of 72.67 feet; to the Point of Beginning (P.O.B.).

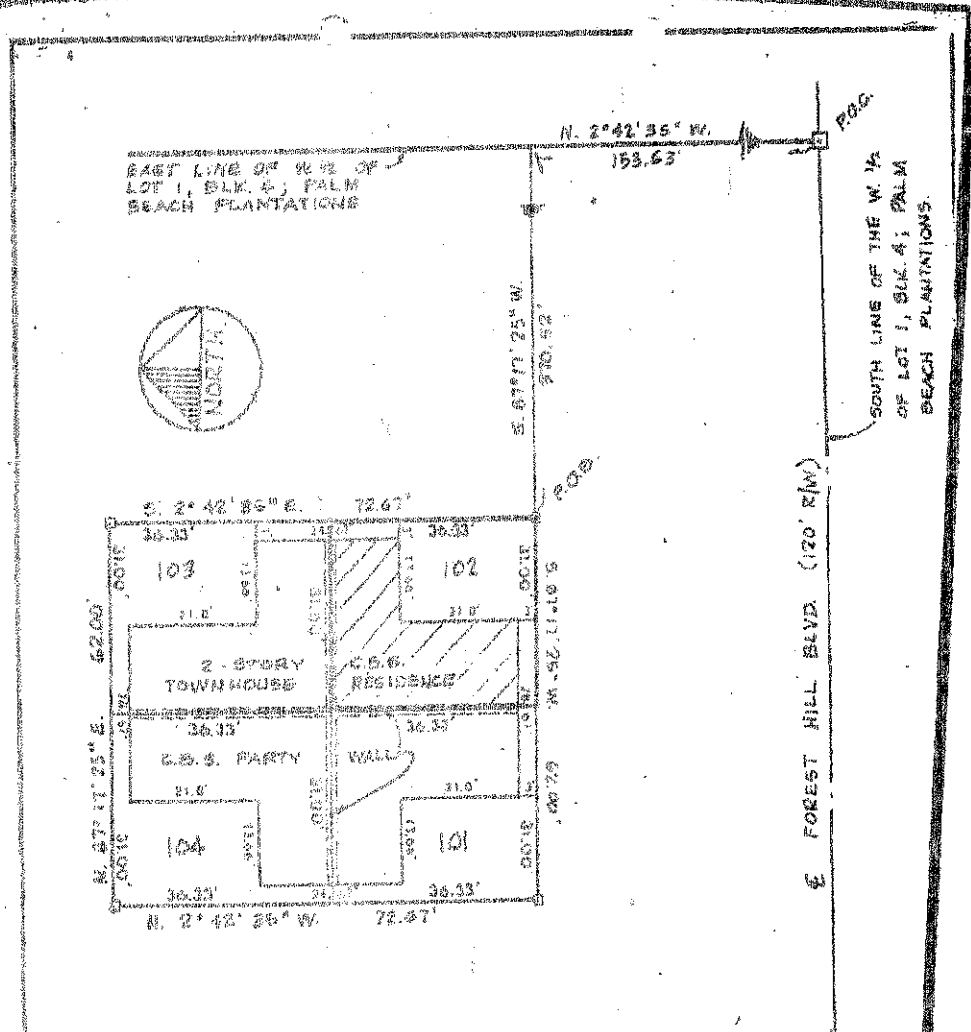
Containing 0.03 Acres, more or less.

Subject to Reservations, Easements, and Rights of Way of record.

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

SCHEDULE "A", page 1 of 6

OFF REC 2074 PG 1006



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

SURVEY-PLOT PLAN OF:
 UNITS 102
 FOREST LAKES SUBDIVISION
 FOR: ROBERT C. MALT & CO.

MAY 16, 1979

JAMES D. CARLTON, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS

I HEREBY CERTIFY that the plat shown herein is a true and correct representation
 of a survey made under my direction, and that said survey is accurate to the best of
 my knowledge and belief, and there are no encroachments.

James D. Carlton
 Registered Land S.
 Florida Certificate

OFF REC 3074 PG 1008

SCHEDULE 'A', page 3 of 6

SHEET 1 of 2

Unit 103

LEGAL DESCRIPTION

The N.E. 1/4 of the following described property:
A parcel of land lying and being contained in the West Half (1/2) of Lot 1 and all of Lot 2, Block 4, Section 12, Plat of Palm Beach Plantations, as recorded in Plat Book 10, Page 20, Public Records of Palm Beach County, Florida, said parcel of land being more particularly described by the following numbered courses:

1. Commencing at the Southeast corner of the afore described Tract; thence
2. North 02° 42' 15" West, along the East line of said Tract, a distance of 153.65 feet, thence
3. South 8° 17' 25" West, a distance of 370.52 feet to a point of Beginning (P.O.B.); thence
4. S. 81° 17' 25" W. a distance of 62.00 feet; thence
5. N. 01° 42' 35" W. a distance of 72.67 feet; thence
6. N. 87° 17' 25" E. a distance of 62.00 feet; thence
7. S. 02° 42' 35" E. a distance of 72.67 feet; to the Point of Beginning (P.O.B.).

Containing 0.03 Acres, more or less.

Subject to Reservations, Easements, and Rights of Way of record.

Unit 104

LEGAL DESCRIPTION

The N.W. 1/4 of the following described property:
A parcel of land lying and being contained in the West Half (1/2) of Lot 1 and all of Lot 2, Block 4, Section 12, Plat of Palm Beach Plantations, as recorded in Plat Book 10, Page 20, Public Records of Palm Beach County, Florida, said parcel of land being more particularly described by the following numbered courses:

1. Commencing at the Southeast corner of the afore described Tract; thence
2. North 02° 42' 35" West, along the East line of said Tract, a distance of 153.65 feet, thence
3. South 8° 17' 25" West, a distance of 370.52 feet to a point of Beginning (P.O.B.); thence
4. S. 81° 17' 25" W. a distance of 62.00 feet; thence
5. N. 01° 42' 35" W. a distance of 72.67 feet; thence
6. N. 87° 17' 25" E. a distance of 62.00 feet; thence
7. S. 02° 42' 35" E. a distance of 72.67 feet; to the Point of Beginning (P.O.B.).

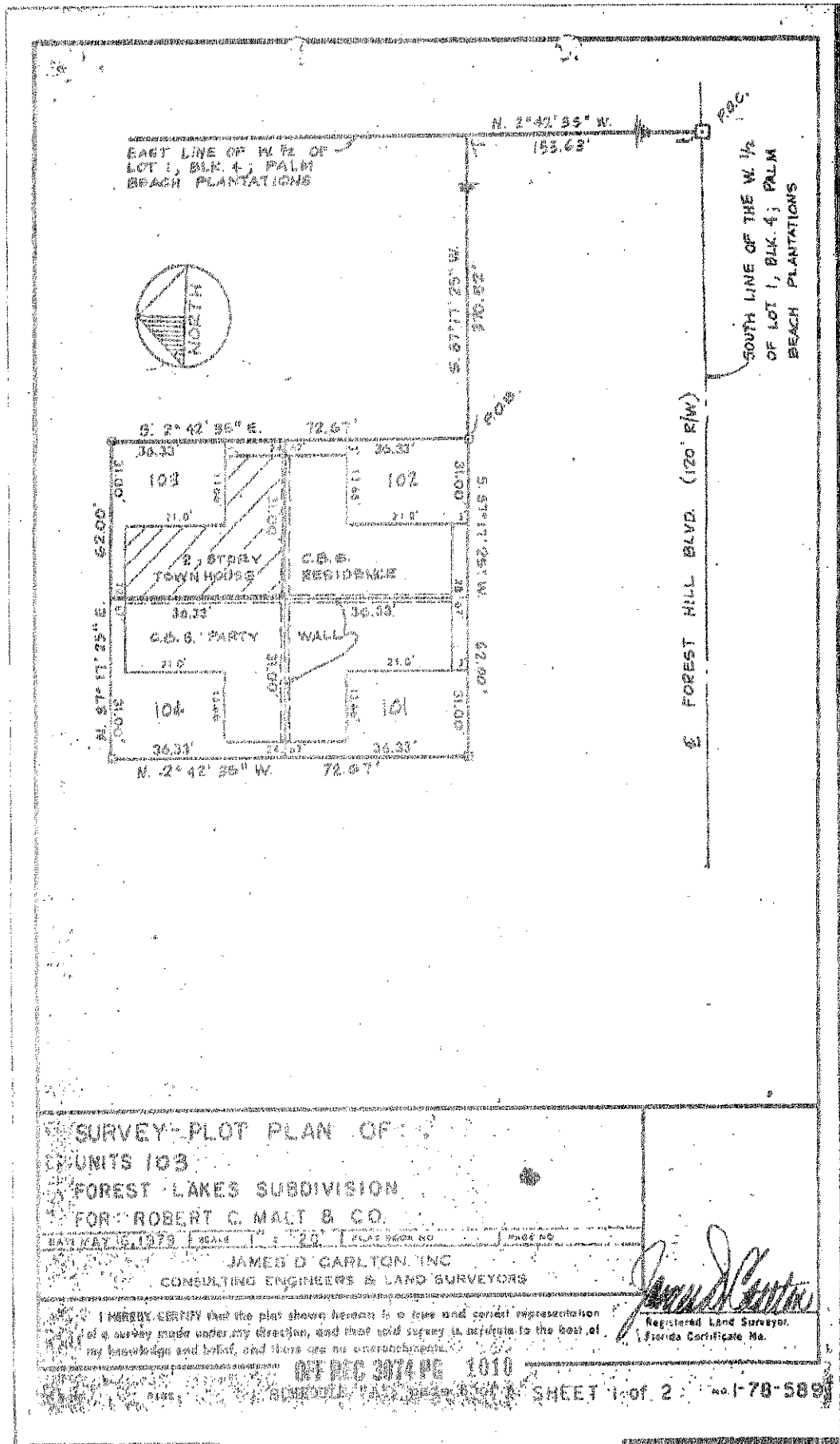
Containing 0.03 Acres, more or less.

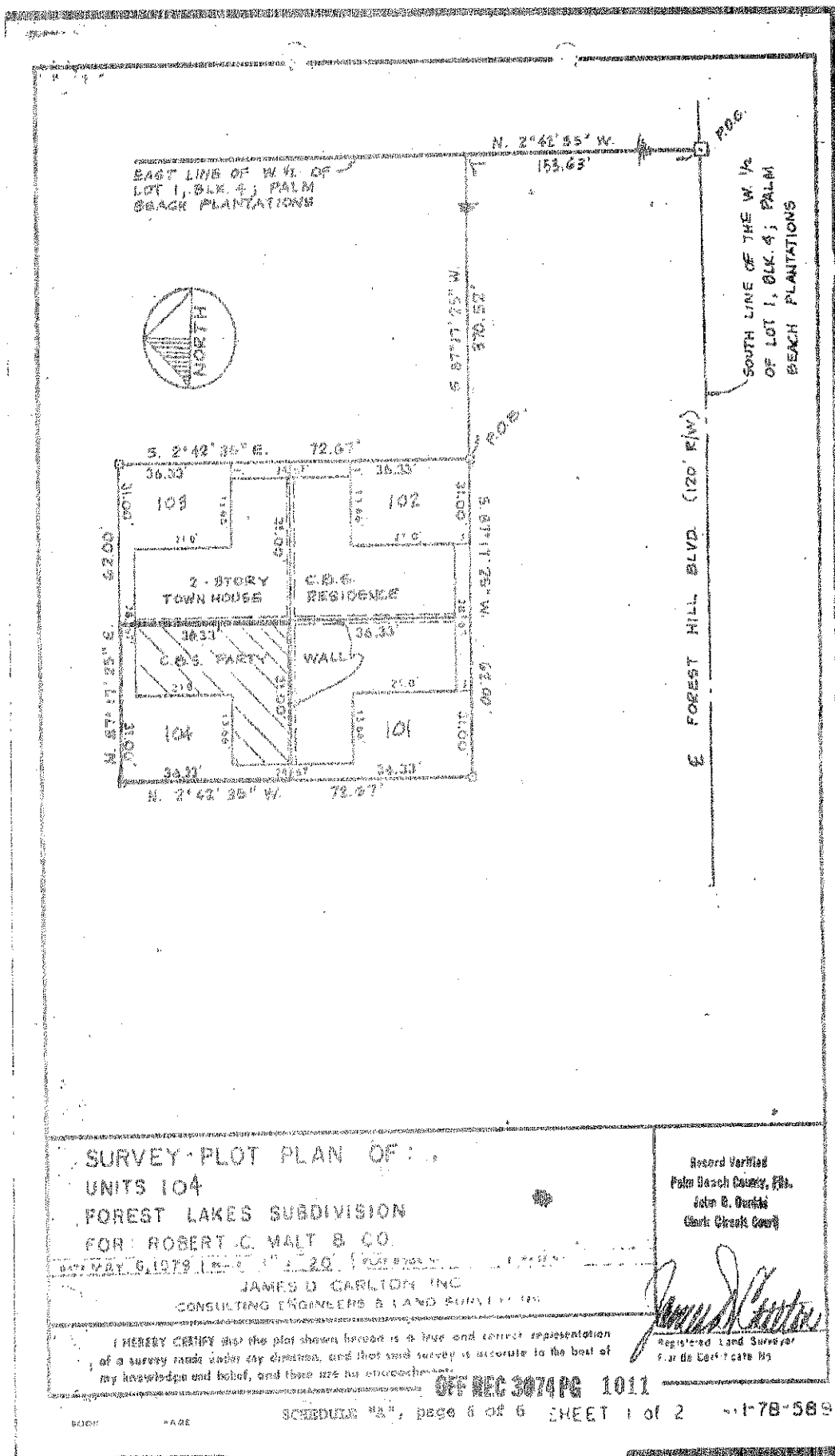
Subject to Reservations, Easements, and Rights of Way of record.

SCHEDULE "A", page 4 of 6

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

OFF REC 3074 PG 1009





DECLARATION OF PARTY FACILITIES FOR FOREST LAKES

THIS DECLARATION, made this 29th day of October, 1979, by ROBERT C. MALT & CO., a Florida corporation.

WITNESSETH:

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

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

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

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

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

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

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

IT IS HEREBY DECLARED, it is hereby declared that upon the completion of the building containing four separate townhouse units, to be constructed on the aforesaid property:

1. The common walls and limited common property shared between townhouse units; the walls being located on an imaginary line, more particularly described in Schedule "A", which is attached hereto and made a part hereof, and the limited common property being set forth in separate Declaration of Covenants, Conditions, and Restrictions of Forest Lakes, recorded in Palm Beach County public records shall be party walls, and limited common property for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each townhouse unit

2. In the event of damage or destruction of the party walls, and limited common property from any cause whatsoever, other than the negligence or willful misconduct of a townhouse owner, the townhouse owners shall, at their joint expense, repair and rebuild said wall(s), and limited common property, and each townhouse owner shall have the right to full use as herein contained of said wall(s) and limited common property repaired or rebuilt. In the event it shall become necessary or desirable to

This instrument was prepared by And the declarant is the PSC Title Insurance Co. 1000 N. W. 10th St. Palm Beach, Florida 33480

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

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

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

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

LEGAL DESCRIPTION

B3164 P0575

The Southwest 1/4 of the following described parcel:

A parcel of land lying and being contained in the Plat of Forest Lakes, as recorded in Plat Book 37, Pages 125 & 126, Public Records of Palm Beach County, Florida, said parcel of land being more particularly described by the following numbered courses:

1. Commencing at the Northeast corner of the afore described Tract; thence
2. South 2° 42' 35" East, along the East line of said Tract, a distance of 346.98 feet, thence
3. South 81° 17' 25" West, a distance of 19.00 feet to a point of beginning (P.O.B.); thence
4. South 81° 17' 25" West, a distance of 78.67 feet; thence
5. South 2° 42' 35" East, a distance of 77.33 feet; thence
6. North 81° 17' 25" East, a distance of 78.67 feet; thence
7. North 2° 42' 35" West, a distance of 77.33 feet; to the point of beginning (P.O.B.).

Containing 0.03 Acres, more or less.

Subject to Reservations, Easements, and Rights of Way of record.

Unit 162

LEGAL DESCRIPTION

The Southwest 1/4 of the following described parcel:

A parcel of land lying and being contained in the Plat of Forest Lakes, as recorded in Plat Book 37, Pages 125 & 126, Public Records of Palm Beach County, Florida, said parcel of land being more particularly described by the following numbered courses:

1. Commencing at the Northeast corner of the afore described Tract; thence
2. South 2° 42' 35" East, along the East line of said Tract, a distance of 346.98 feet, thence
3. South 81° 17' 25" West, a distance of 19.00 feet to a point of beginning (P.O.B.); thence
4. South 81° 17' 25" West, a distance of 78.67 feet; thence
5. South 2° 42' 35" East, a distance of 77.33 feet; thence
6. North 81° 17' 25" East, a distance of 78.67 feet; thence
7. North 2° 42' 35" West, a distance of 77.33 feet; to the point of beginning (P.O.B.).

Containing 0.03 Acres, more or less.

Subject to Reservations, Easements, and Rights of Way of record.

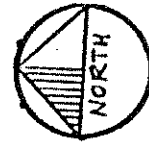
B3164 P0576

N.E. P.R.M. PLAT OF
FOREST LAKES
S. 2° 42' 35" E.

P.O.B.

346.98'

EAST R



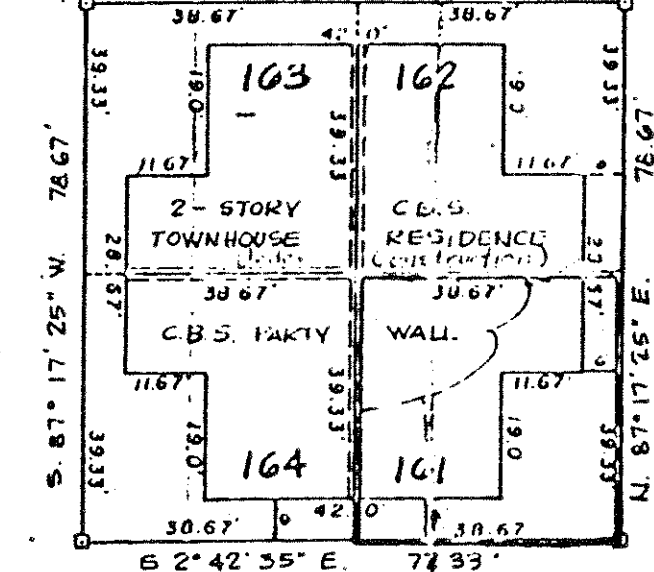
S. 87° 17' 25" W.

19.00'

NORTH R

P.O.B.

N 2° 42' 35" W. 77.33'



SURVEY OF:
 UNIT 101
 FOREST LAKES SUBDIVISION
 FOR: ROBERT C. MALT & CO.

DATE: 10/2/77 SCALE: 1" = 20' PLAT BOOK NO: 37 PAGE NO: 125 & 126

JAMES D. CARLTON INC
 CONSULTING ENGINEERS & LAND SURVEYORS

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and there are no encroachments.

[Signature]
 Registered Professional Engineer
 Florida Certificate No. 257

The Northeast $\frac{1}{4}$ of the following described parcel:

A parcel of land lying and being contained in the Plat of Forest Lakes, as recorded in Plat Book 37, Pages 125 & 126, Public Records of Palm Beach County, Florida, said parcel of land being more particularly described by the following numbered courses:

1. Commencing at the Northeast corner of the afore described Tract; thence
2. South $2^{\circ} 42' 35''$ East, along the East line of said Tract, a distance of 346.98 feet, thence
3. South $87^{\circ} 17' 25''$ West, a distance of 19.00 feet to a point of beginning (P.O.B.); thence
4. South $87^{\circ} 17' 25''$ West, a distance of 78.67 feet; thence
5. South $2^{\circ} 42' 35''$ East, a distance of 77.33 feet; thence
6. North $87^{\circ} 17' 25''$ East, a distance of 78.67 feet; thence
7. North $2^{\circ} 42' 35''$ West, a distance of 77.33 feet; to the point of beginning (P.O.B.).

Containing 0.03 Acres, more or less.

Subject to Reservations, Easements, and Rights of Way of record.

Unit 164

LEGAL DESCRIPTION

The Northwest $\frac{1}{4}$ of the following described parcel:

A parcel of land lying and being contained in the Plat of Forest Lakes, as recorded in Plat Book 37, Pages 125 & 126, Public Records of Palm Beach County, Florida, said parcel of land being more particularly described by the following numbered courses:

1. Commencing at the Northeast corner of the afore described Tract; thence
2. South $2^{\circ} 42' 35''$ East, along the East line of said Tract, a distance of 346.98 feet, thence
3. South $87^{\circ} 17' 25''$ West, a distance of 19.00 feet to a point of beginning (P.O.B.); thence
4. South $87^{\circ} 17' 25''$ West, a distance of 78.67 feet; thence
5. South $2^{\circ} 42' 35''$ East, a distance of 77.33 feet; thence
6. North $87^{\circ} 17' 25''$ East, a distance of 78.67 feet; thence
7. North $2^{\circ} 42' 35''$ West, a distance of 77.33 feet; to the point of beginning (P.O.B.).

Containing 0.03 Acres, more or less.

Subject to Reservations, Easements, and Rights of Way of record.

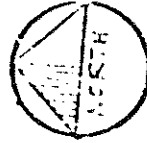
83164 P0519

NE COR. PLAT OF
FOREST LAKES
S. 2° 42' 35" E.

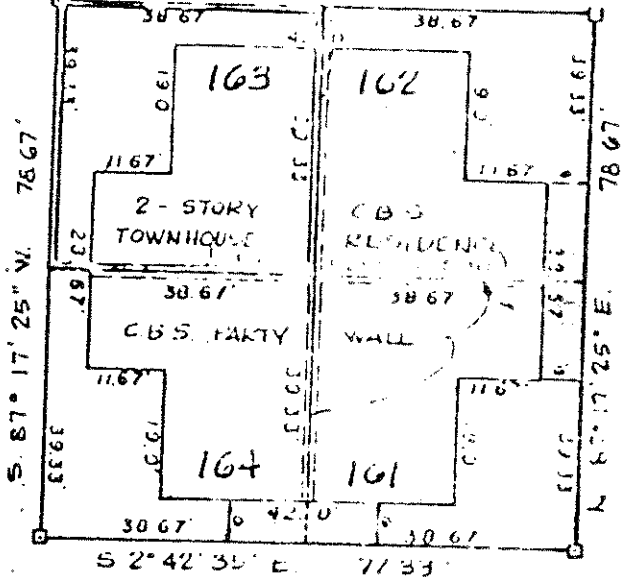
346.98'

EAST 1/2

S. 87° 17' 25" W.
15.00'



N 2° 42' 35" W 77.33'



S 2° 42' 35" E 77.33'

SURVEY OF:

LOT 103

FOREST LAKES SUBDIVISION

BY ROBERT C. MALT & CO.

PLAT NO. 103-20' PLAT BOOK 27, PAGE 103-20'

1-3-77

JAMES D. CARLTON, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

I hereby certify that the plot shown hereon is a true and correct description of the survey made under my direction, and that said survey is correct to the best of my knowledge and belief, and there are no encumbrances.

[Handwritten signature]
JAMES D. CARLTON, INC.
1200 California St. 751

not limited to electronic security, a master antenna television system, duly franchised cable television service or any electronic media or multi-media service or system. The expense of such bulk contract shall be shared as a current expense or assessment or charge by all unit owners, except those meeting express exemption criterion under Florida Statutes, and the cost therefore shall be budgeted, assessed and paid by the Association, and assessments and charges therefore shall be enforceable by the Association in such a manner as other assessments or charges. Any provision of the Declaration which expressly or impliedly conflicts with the provisions of this amendment shall be deemed amended to be in conformity herewith.

THE FOREGOING AMENDMENT, adding Paragraph 7(A) to the Declaration was adopted according to the Declaration of Covenants, Conditions and Restrictions of Forest Lakes Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to Paragraph 12, of the Covenants, Conditions and Restrictions and the Article X of the Articles of Incorporation by affirmative vote of a majority of the members of the Forest Lakes Property Owners Association, Inc., on the 18th day of February 1999.

Signed, sealed and delivered
In the presence of:

FOREST LAKES PROPERTY
OWNERS ASSOCIATION, INC.

Murphy Wheeler
Witness Newman Wheeler

By: Carolyn J. Sausky
Carolyn J. Sausky, President

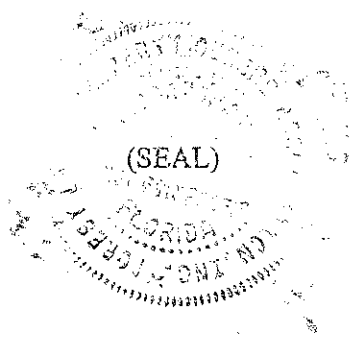
Robert N Via
Witness Robert N Via

ATTEST:
Joel Rane
Joel Rane, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 18th day of February, 1999 by CAROLYN J. SAUSKY and JOEL RANE, the President and Secretary, respectively of FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced _____ as identification and who have not taken an oath.

Linda Webb
Notary Public
My Commission Expires:



NOTARY PUBLIC
Linda Webb
My Commission CC582732
Expires Sep. 05, 2000

FOREST LAKES

PLAT OF

IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 48 SOUTH, RANGE 42 WEST
PALM BEACH COUNTY, FLORIDA

BEING A RECAP OF THE WEST HALF (1/2) OF LOT 1, AND ALL
OF SAID SAID SECTION 12, AS RECORDED IN PLAT BOOK
10 PALM BEACH COUNTY, FLORIDA.

APRIL 1979

SHEET 1 OF 2 SHEETS

INDICATION:

STATE OF FLORIDA

BEING ALL OF THE WEST HALF OF LOT 1, AND ALL OF SAID SECTION 12, TOWNSHIP 48 SOUTH, RANGE 42 WEST, PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

HAS ORDERED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, AND DOES HEREBY CERTIFY TO THE FACTS SO STATED.

1. **SURVEY**

THE SURVEY AS SHOWN HEREON IS HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

2. **EXHIBITS**

THE ORIGINAL RECORDS AND PLANNING INSTRUMENTS AS SHOWN AND REFERRED TO IN THIS INSTRUMENT ARE HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

3. **LIMITED ACCESS EASEMENTS**

THE ACCESS EASEMENTS AS SHOWN HEREON ARE HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

4. **COMMON AREAS**

THE COMMON AREAS AS SHOWN HEREON ARE HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

5. **WATER MANAGEMENT AREAS**

THE WATER MANAGEMENT AREAS AS SHOWN HEREON ARE HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

IN WITNESS WHEREOF, THE SAID COMMISSIONER HAS CAUSED THESE INSTRUMENTS TO BE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

ATTEST: *[Signature]* SECRETARY OF STATE

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

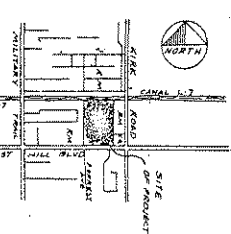
ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK



LOCATION MAP

37 125
12B

THIS INSTRUMENT IS HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

1. ALL RECORDS AS SHOWN HEREON ARE HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

2. THE ORIGINAL RECORDS AND PLANNING INSTRUMENTS AS SHOWN AND REFERRED TO IN THIS INSTRUMENT ARE HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

3. THE ACCESS EASEMENTS AS SHOWN HEREON ARE HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

4. THE COMMON AREAS AS SHOWN HEREON ARE HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

5. THE WATER MANAGEMENT AREAS AS SHOWN HEREON ARE HEREBY CERTIFIED TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

IN WITNESS WHEREOF, THE SAID COMMISSIONER HAS CAUSED THESE INSTRUMENTS TO BE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 10, PAGE 20.

ATTEST: *[Signature]* SECRETARY OF STATE

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

ATTEST: *[Signature]* COUNTY CLERK

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ATTEST: *[Signature]* COUNTY CLERK

JAMES D. CARLTON, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
2815 OCEAN DRIVE BOULVARDE WEST PALM BEACH FLORIDA 33411-1000

DECLARATION OF PARTY FACILITIES FOR FOREST LAKES

THIS DECLARATION, made this 29th day of October, 1979, by ROBERT C. MALT & CO., a Florida corporation.

WITNESSETH:

- 1. WHEREAS, Declarant, ROBERT C. MALT & CO., a Florida corporation, is the owner in fee simple of the property described in Schedule "A" situated and being in the Village of Palm Springs, Palm Beach County, Florida; and
2. WHEREAS, Declarant is desirous of constructing upon the aforesaid property a building containing four separate townhouse units connected by common walls as shown on Schedule "A" attached; and
3. WHEREAS, such building is designated to be occupied solely by four single families living independently of each other; and
4. WHEREAS, each such townhouse unit will share common walls with the adjacent buildings, and each such common wall to be located on an imaginary line, being more particularly described in Schedule "A", which is attached hereto and made a part hereof; and
5. WHEREAS, Declarant is desirous of declaring each of the above described common walls, to be party wall; and
6. WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the purchasers, including their heirs, assigns, successors, and grantees, of the above described townhouse units pertaining to said party walls; and
7. WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

IT IS HEREBY DECLARED that upon the completion of the building containing four separate townhouse units, to be constructed on the aforesaid property:

1. All common walls and limited common property shared by the townhouse units; the walls being located on an imaginary line more particularly described in Schedule "A", which is attached hereto and made a part hereof, and the limited common property being set forth in separate Declaration of Covenants, Conditions, and Restrictions of Forest Lakes, recorded in Palm Beach County public records shall be party walls, and limited common property for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each such townhouse unit

2. In the event of damage or destruction of the party walls, and limited common property from any cause whatsoever, other than the negligence or willful misconduct of a townhouse owner, the townhouse owners shall, at their joint expense, repair and rebuild said wall(s), and limited common property, and each townhouse owner shall have the right to full use as herein contained of said wall(s) and limited common property repaired or rebuilt. In the event it shall become necessary or desirable to

This instrument was prepared by And then returned to the JSC... FOREST LAKES ASSOCIATION Palm Beach, Florida 33480

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

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

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

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

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

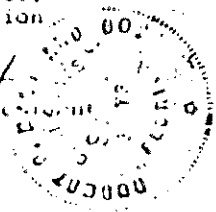
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27 day of October, 1979.

Signed sealed and delivered in the presence of:

James R. Murr
Witness
Madeline S. Brant
Witness

ROBERT C. HALT & CO.,
a Florida corporation

Robert C. Halt
ROBERT C. HALT, President



STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 27 day of October, 1979 by ROBERT C. HALT, president of ROBERT C. HALT & CO., a Florida corporation, on behalf of the corporation.

WITNESS my signature and official seal at Palm Beach in the County of Palm Beach, State of Florida, the day and year last aforesaid.

(SEAL)

Madeline S. Brant
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 15, 1987
BEHOLD THY GENERAL INS. LICENSE # 11111

