AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

VILLAGE ROYALE GREENSIDE CONDOMINIUM

Boynton Beach, Palm Beach County, Florida

On **November 9, 1973**, the original Declaration of Condominium of Village Royale Greenside Condominium was recorded in the Official Records Book 2236, Page 963 of the Public Records of Palm Beach County (the "Original Declaration"). The Original Declaration, as it was previously amended from time to time, is hereby further amended and restated in its entirety. The exhibits recorded with the Original Declaration, as each were amended from time to time, except as specifically provided below, are, by this reference, hereby and fully incorporated as the Exhibits to this Amended and Restated Declaration of Condominium of Village Royale Greenside Condominium (the "Declaration" or "Amended and Restated Declaration"), not limited to Exhibit "A", the Percentage of Common Elements as recorded in the Public Records of Palm Beach County in Official Records Book 2236, Page 982; Exhibit "B", the graphical description of the improvements as recorded in the Public Records of Palm Beach County in Official Records Book 2236, Pages 1019 through 1048; Exhibit "W" as recorded in the Public Records of Palm Beach County in Official Records Book 2236, Page 969, which referenced two (2) separate easements by "Clerk's File Number" rather than Official Records Book and Page number reference, and as re-recorded in Exhibit "W" hereto to include the Palm Beach County Official Records Book and Page number of each of the two (2) easements, and Exhibit "Y" titled Greenside as recorded in the Public Records of Palm Beach County in Official Records Book 2236, Page 983, except for and specifically excluding Exhibits "C" and "D", the Articles of Incorporation and Bylaws, respectively, which are fully amended and restated as attached hereto as Exhibits to this Amended and Restated Declaration for Village Royale Greenside Association, Inc., a Florida not-for-profit corporation, (hereinafter referred to as the "Association"), which said Association makes the following declarations:

1. **Purpose**. The purpose of this Amended and Restated Declaration is to submit, and continue to submit, the lands and improvements described in Exhibit "B", to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as it may be amended from time to time (the "Condominium Act" or the "Act"), and this Declaration.

1.1 **Name.** The name of this condominium is **VILLAGE ROYALE GREENSIDE CONDOMINIUM** (hereinafter referred to as the "Condominium")

1.2 **Lands.** The lands previously owned by Developer, which, by the Original Declaration, were submitted to the condominium form of ownership, and were and are the lands

described in Exhibit "Y" attached hereto and made a part hereof, which was and shall hereinafter continue to be known as "Condominium Property."

2. **Definitions.** The terms used herein shall have the meanings stated in the Condominium Act unless an alternative meaning is otherwise provided herein.

2.1 "**Apartment**" and "**Apartment Owner**" shall mean "**Unit**" or "**Unit Owner**", respectively as such latter terms are defined by the Condominium Act and without regard to initial capitalization of such term(s) and may be further described in this Declaration.

2.2 "**Articles of Incorporation**" or "**Articles**" shall mean the Amended and Restated Articles of Incorporation, as amended from time to time, and attached hereto and incorporated herein as Exhibit "C".

2.3 "**Assessment**" means a share of the funds required for the payment of the condominium expenses which from time to time is assessed against the individual owner by the Association.

2.4 "**Association**" - Prior to the date of recording of the Original Declaration, there has been created under the laws of the State of Florida, VILLAGE ROYALE GREENSIDE ASSOCIATION, INC., a Florida not-for-profit corporation (previously defined and referred to as the "Association" in the introductory paragraph of this Declaration, above), which shall be responsible for the administration, operation, maintenance, repair and replacement of the Condominium Property and which shall have the powers and duties set forth in the Condominium Act, Chapter 617 of the Florida Statutes, as it may be amended from time to time (so long as it is not in conflict with the Condominium Act), this Declaration, the By-Laws, and the Articles.

2.5 "**By-Laws**" shall mean the Amended and Restated By-Laws for the government of the Condominium as they exist and may be amended from time to time attached hereto and incorporated herein as Exhibit "D".

2.6 "**Common Elements**" (a/k/a "**Common Property**") means the portions of the Condominium Property not included in the Units, tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; an undivided share in the common surplus; other items as stated in this Declaration as well as the items stated in the Condominium Act. (See percentage of same appurtenant to each Unit on Exhibit "A" attached hereto.)

2.7 "**Common Expenses**" include: (1) all expenses of administration and management of the Condominium Property; (2) all expenses of maintenance, operation, repair, or replacement of Common Elements; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws, including, without limitation, the expenses of

any insurance premiums and/or deductibles as set forth in Section 10 of this Declaration; (4) any valid charge against the Condominium as a whole; (5) social expenses for activities approved by the Association's Board of Directors (the "Board") and held on Condominium Property; and (6) the portions of Units to be maintained by the Association. (See Exhibit "A" for percentage of same for each Unit.) Common Expenses may also include the expense of providing bus service to unit owners and residents of this Condominium, on a non-exclusive basis with other condominiums within the community and such other expenses as provided in the Condominium Act.

2.8 "**Common Surplus**" means the excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses. (See Exhibit "A" for percentage of same to each Unit.)

2.9 "**Condominium**" (a/k/a the "**Apartment Building**") shall mean and refer to that form of ownership of Condominium Property under which a Unit(s) is subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the Common Elements.

2.10 "**Condominium Act**" shall mean Chapter 718, Florida Statutes, as amended from time to time.

2.11 "**Condominium Property**" shall mean and refer to the lands submitted to the condominium form of ownership, as set forth in Section1.2 above.

2.12 "**Developer**" shall mean the person(s) or entity(ies) responsible for the construction of the Condominium.

2.13 "**Declaration**" shall mean the within instrument together with the Exhibits described herein, which are incorporated herein by reference and made a part hereof, and shall include such amendments, if any, to the within instrument as may be adopted from time to time pursuant to the terms hereof.

2.14 "**Institutional Mortgagee**" is the owner and holder of a mortgage encumbering a Condominium parcel. Each unit owner shall have the right to mortgage or encumber their own respective Condominium parcel. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof except their own "Unit" (as such term is hereinafter defined) inclusive of the Owner's interest in the appurtenances to the Unit to the extent lawfully permissible.

2.15 "**Recreational Area**" The ownership of the area designated as the Recreational Area or the Community Facilities in the "Trust Agreement" (as such term is

hereinafter defined) shall be vested in VRG Owners League, Inc., as Trustee, for the use and benefit of the beneficiaries named in the Trust Agreement and is not part of the Common Elements. A copy of the Trust Agreement as was initially attached as Exhibit "E" to the Original Declaration and thereafter amended from time to time and as later superseded by the April 20, 1981 Recreational Trust Agreement, as amended, the contents of all of which are hereby incorporated by this reference (collectively, the "Trust Agreement"). All sums which the Association, as "Beneficiary" (as such term is defined in the Trust Agreement), becomes required to pay under the terms of the said Exhibit "E" shall be a Common Expense and shall be assessed among the Unit Owners in the manner provided herein.

2.16 **"Separate Real Estate Taxes"** It is understood that the real estate taxes are to be separately taxed to each Unit Owner for a Condominium parcel, as provided in the Condominium Act. In the event that for any year said taxes are not separately taxed to each Unit Owner, or to the Condominium Property as a whole, then each unit owner shall pay their proportionate share thereof based upon their shares of the Common Expenses as set forth in Exhibit "A".

2.17 **"Their"** or **"Them"** In an effort to represent both male and female gender(s), and to provide for egalitarianism, the use of the term "their", without regard to capitalization, shall mean "his", "her", or "their" in singular or plural, as the context shall require.

2.18 **"Utilities"** Each Unit Owner shall pay for their own telephone, electricity and other utilities used within the Condominium Unit.

2.19 **"Utility Services"**, as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal for the Common Elements.

3. **Development Plan**. The Condominium is described and established as follows:

3.1 **Survey**. A survey of the land showing the improvement on it is attached hereto as Exhibit "B".

3.2 **Easements**. Easements are reserved through the Condominium Property as may be required for utility services in order to adequately serve the Condominium; provided however, such easements through a Unit shall be only according to the plans and specifications for the building containing the Unit, or as the building is constructed unless approved in writing by the Unit Owner.

3.3 **Improvements – General Description**:

3.3.1. **Apartment Building**. The Condominium includes an apartment type building consisting of a ground floor or lobby floor and three (3) additional floors making a total of four (4) floors, or as graphically described in Exhibit "B".

3.3.2. **Other Improvements**. The Condominium includes the interest of the Association in the Trust Agreement of the recreational area inclusive of certain automobile parking area(s) and landscaping.

3.4 **Unit Boundaries**. Each Condominium Unit (a/k/a "Apartment") shall include that part of the building containing the Condominium Unit that lies within the boundaries of the Condominium Unit, which boundaries are as follows:

3.4.1. The upper and lower boundaries of the Condominium Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

3.4.1.1 **Upper Boundaries** – The horizontal plane of the undecorated finished ceiling.

3.4.1.2 **Lower Boundaries** – The horizontal plane of the undecorated finished floor.

3.4.2. **The Perimetrical Boundaries**. The perimetrical boundaries of the Condominium Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Condominium Unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

3.4.3. **Other Inclusions.** The boundaries of the Condominium Unit shall specifically include the windows, window frames, doors, door frames and all window and door screens, and any hurricane shutters or other hurricane protection operated by the Association, as may be set forth in this Declaration or as authorized by the Condominium Act.

3.5 **Type of Ownership**. Initially, ownership of each Condominium parcel shall be by warranty deed from the Developer and, thereafter, by the Unit Owner conveying fee simple title to each Condominium Unit, together with the proportionate undivided share in all other improvements appurtenant to such unit. There shall be included in each parcel the proportionate undivided share in the Common Elements and the Common Surplus as described herein.

4. **Units/Apartments**.

4.1 **Apartment Plan of Development.** The Units of the Condominium are described more particularly in Exhibit "B" (the "Graphic Description") attached hereto and made part hereof. The legal description of each Unit shall consist of the identifying letter name or

number of such Unit as shown on Exhibit "B". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying letter, name or number, as shown on the survey, and every such description shall be deemed good and sufficient for all purposes.

4.2 **Appurtenant to Apartment**. Each Unit Owner shall own a divisible share in certain interests in the Condominium Property, which share and interest are appurtenant to their Unit (a/k/a "Condominium Parcel") including but not limited to the following items appurtenant to the Units as indicated:

4.2.1. **Percentage of Common Elements**. The percentage of Common Elements and Common Surplus in the undivided share in the land and other Common Elements and of the Common Surplus which are appurtenant to each Unit as indicated in Exhibit "A" attached hereto and made a part hereof.

4.2.2. **Automobile Parking Space**. The Common Elements, through the Trust Agreement, shall include parking areas for automobiles of the Unit Owners, which are subject to the parking and vehicle rules as may be adopted by the Board, from time to time. The Developer had the sole and exclusive right of assigning parking spaces in connection with the sale of Condominium Units and once assigned by the Developer parking spaces shall not thereafter be reassigned without the consent of the Unit Owner. No truck or other commercial vehicles shall be parked in any parking space except with the prior written consent of the Board, and except for such temporary parking as may be necessary to effectuate deliveries to the Condominium Units. Trailers of any kind may only be parked in areas designated by the Board. For the purpose of this Section, a "commercial vehicle" shall mean any vehicle as defined in section 320.01(26), Florida Statutes, as may be amended from time to time, in addition to any vehicle containing visible outside lettering on such vehicle designating a business of any kind and visible tools of trade, such as paint cans, tool boxes, etc. For purposes of enforcing this Section, the Board, in its sole discretion, may determine whether a vehicle constitutes a truck, commercial vehicle, or trailer, as well as determining whether any vehicle or the parking of any vehicle or a trailer constitutes a violation of this Section.

4.2.3. **Membership.** Association membership shall be as set out in the Articles and Bylaws set out in Exhibits "C" & "D" to **THIS** Amended and Restated Declaration.

4.2.4. **Liability for Common Expenses**. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share in the Common Elements appurtenant to their Unit, as set forth in Exhibit "A" attached hereto and made a part hereof.

5. **Maintenance, Alterations and Improvements**. Responsibility for the maintenance of the Condominium Property and restrictions on its alteration and improvement shall be as follows:

5.1 **Units** (a/k/a "**Apartments**").

5.1.1. **By the Association**. The Association shall maintain, repair and replace at the Association's expense:

5.1.1.1. All portions of a Unit, except interior surfaces, windows and screens, contributing to the support of the Condominium building, which portions shall include, but not be limited to outside walls of the Apartment building and all fixtures on its exterior, boundary walls of Units, floor and ceiling slabs, load-bearing columns and load bearing walls; all Common Elements and limited Common Elements.

5.1.1.2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a Unit maintained by the Association; and all such facilities contained within an Apartment that service part or parts of the Condominium other than the Unit within which contained.

5.1.2. **By the Unit (a/k/a "Apartment") Owner**. The responsibility of the Apartment Owner shall be as follows:

5.1.2.1. Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of their own unit; and such portions of the heating and air-conditioning equipment and other equipment, facilities or fixtures as are located or contained entirely within their own unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the unit shall be furnished by the Association as part of the Common Expenses. The Association may provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel as a Common Expense.

5.1.2.2. If, due to a negligent act or omission of a Unit Owner, or of a member of his family or of a guest or other authorized guest or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required, which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Any costs incurred by the Association pursuant to this Section shall be deemed to be an assessment against the Unit, collectible from the owner in the same fashion as any other assessment as provided for in Section 6 hereunder.

5.1.2.3. Each Unit Owner shall be responsible for the maintenance, repair and replacement of all windows and window frames of their Unit and also of the doors leading on to the balconies, if any, adjacent to their unit, in addition to the front door of the Unit.

5.1.2.4. Each Unit Owner shall be responsible for, at their own expense, all of the decorating within their own Unit, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls and ceilings, which constitute the exterior boundaries of the respective Unit owned by such Unit Owner. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible to the exterior of the building shall be subject to the Rules and Regulations of the Association, including, without limitation, the prior approval of the Board. No Unit Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior or of the Common Elements of the Condominium Unit building.

5.2 **Common Elements.**

5.2.1. **By the Association.** The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense.

5.2.2. **Alteration and Improvement.** After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no material alteration nor further substantial improvement of the Common Elements without the prior written approval, in writing, by a majority of the quorum of the membership present at a duly-noticed membership meeting. However, notwithstanding the foregoing, and regardless of the length of time of the project, if the total project cost of the material alteration or substantial improvement to the Common Elements is less than Five-Thousand Dollars ($5,000.00), the Board is authorized, without the advance approval of the membership, to undertake such alteration or improvement to the Common Elements.

5.2.3. **Enforcement of Maintenance.** In the event the owner of a Unit fails to maintain it is required above, the Association, or any other Unit Owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvement within the Unit in good condition. After or before such assessment, the Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provision. To facilitate entry to the Unit, each Unit Owner shall deposit a key to the Unit with the Association. The Association and/or its authorized agents shall have the right to access the Unit when there is reasonable evidence of damage to Unit and/or the Common Elements, or in the event the Unit is vacant for more than one (1) month, or to determine compliance with the terms of this Declaration, the Articles, the By-Laws and the rules and regulations duly adopted by the Board, as may be amended from time to time.

Further, in the event a Unit Owner violates any of the provisions of this Declaration, not limited to Section 5.1 above, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner, and the repair and maintenance of any item requiring same, all at the expense of the Unit Owner, with such costs being an assessment against the Unit, collectible from the Owner in the same fashion as any other assessment as provided for in Section 6, hereunder.

6. **Assessments**. The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Condominium Act, this Declaration, the By-Laws and subject to the following provisions:

6.1 **Share of the Common Expenses.** Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the common surplus, such shares being the same as the undivided share in the Common Elements appurtenant to the Units owned by them.

6.2 **Interest and Late Fees – application of payments.** Assessments and installments on such assessments paid on or before ten (10) days after date when due shall not bear interest, but all sums not paid on or before ten (10) days after date when due shall bear interest at the highest rate allowed by law, as may be amended from time to time, from the date when due until paid. Further, if any assessment is not paid on or before ten (10) days after the date when it is due, the Association may charge an administrative late fee at the highest amount permitted by law, as may be amended from time to time. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment payment first due.

6.3 **Lien for Assessments.** The Association shall have a lien against each Unit for any unpaid assessment against the owner thereof, and for any late fee or interest accruing thereon, which lien shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of Palm Beach County, Florida, by filing a claim therein which states the legal description of the Unit, and the amount claimed to be due, and as in lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by the authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien to be prepared and recorded at his expense. All such liens shall relate back to the recording of the Original Declaration as provided for in the Condominium Act, and all such liens may be foreclosed by suit brought in the name of the Association, in like manner as if foreclosure of a mortgage on real property. Any first mortgagees who successfully foreclose their mortgage and, as a result, acquires title to the

foreclosed unit as a result of the court ordered sale or by deed in lieu of foreclosure shall have such liability to the Association for prior financial obligations due against the Unit as required by and set out in the Condominium Act, as amended.

6.4 **Rental Pending Foreclosure.** In any foreclosure of a lien for assessments against the owner of a Unit subject to the lien where such owner has leased or otherwise rented their Unit, such Unit Owner shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. **Easements**. Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and each shall survive the termination of the Condominium.

7.1 **Utilities.** As may be required for utility services in order to adequately serve the Condominium and to adequately serve lands (other than the Condominium Property) now or hereafter owned by the Developer and the Lessors under the Trust Agreement which are adjacent to or in the vicinity of the Condominium Property.

7.2 **Pedestrian and Vehicular Traffic.** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, central corridors, and other portions of the Common Elements, as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners, the owner of the recreation area(s), owners and occupants of other apartment/condominium buildings located now or in the future, and the public in general, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property, except to the extent that space may be specifically designated and assigned for parking purposes.

7.3 **Support.** Every portion of a Unit contributing to the support of the Condominium building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

7.4 **Perpetual Non-Exclusive Easement in Common Property**. The common property shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of Units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

7.5 **Air Space**. An exclusive easement for the use of air space occupied by the Condominium Unit as it exists at any particular time and as the Unit may lawfully be.

7.6 **Gutters and Downspouts.** Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units or any of them.

7.7 **Easement for Unintentional and Non-Negligent Encroachments**. In the event that any Unit shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment unto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the common property into any Unit for so long as such encroachment shall naturally exist.

7.8 The easements and/or rights created by the documents described in Exhibit "W" attached to the Original Declaration as page 6-A, more specifically set out in the Official Records of Palm Beach County, Florida, Official Record Book 2236, Page 969, are hereby attached to this Amended Declaration and incorporated as if fully set forth herein as Exhibit "W" hereto.

8. **Obligations of Members**. In addition to the obligations and duties heretofore set out in Chapters 617 and 718 of the Florida Statutes, as they may be amended from time to time, the Declaration, or hereinafter set out in the Exhibits attached hereto, including, but not limited to, the Articles and the By-Laws, every Unit Owner shall:

8.1 not cause to be constructed or built any additional air conditioning or fan equipment attached to walls, windows or doors or displayed in such manner as to be seen from the outside of the Condominium Building; and

8.2 not cover by shutters, screens or otherwise any windows or doors of their Unit without first obtaining prior written consent of the Board. From time to time, the Board may promulgate hurricane shutter specifications, which shall include, without limitation, color, style, and any other factors deemed relevant by the Board. The installation of any hurricane shutters/hurricane protection by an owner must comply with the specifications adopted by the Board, as well as all applicable Building Codes, as they may be amended from time to time.

8.3 **Apartments**. Each of the Units shall be occupied only as a single family private dwelling. For the purposes of this Section, the term "single family" shall be defined to include all persons related by blood, marriage, or adoption. Further, two (2) or more

unrelated persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall also be deemed to constitute a "single family" under this Section. Notwithstanding anything to the contrary contained herein, each owner is responsible to abide by the occupancy restrictions set forth elsewhere in this Declaration, not limited to in Section 8.5.1 of this Declaration. No Unit may be divided or re-subdivided into a smaller unit. No more than two (2) persons shall occupy a one (1) bedroom Unit, and no more than four (4) persons shall occupy a two (2) bedroom Unit.

8.4 **Common Elements and limited Common Elements.** The Common Elements and limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

8.5 **Minors.** Because the Condominium is classified as "Housing for Older Persons," as such term is defined in Title VIII of the Civil Rights Act of 1968, as amended, more commonly known as the Fair Housing Act, no persons who have not yet attained the age of eighteen (18) years shall be permitted to reside in any of the apartments except with the written consent of the Board. Individuals under such age may visit and temporarily reside in a Unit provided such temporary residence shall not exceed thirty (30) cumulative days within any consecutive twelve month period.

8.5.1. **Occupancy**. To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as Village Royale On The Green was designed as a Housing for Older Persons (fifty-five (55) years of age or over) community, it shall be required, as of the effective date, that at least one person fifty-five (55) years of age or older must continue to occupy the Unit. Owners, their family and guests under fifty-five (55) years of age and eighteen (18) years of age or older may reside in any Unit, as long as at least one of the occupants is over fifty-five (55) years of age. Notwithstanding same, the Board, in its sole discretion, shall have the right to establish hardship exceptions to permit owners, their family and guests between the ages of eighteen (18) and fifty-five (55) to occupy Units, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Units in the Condominium having less than one occupant fifty-five (55) years or older, it being the intent that at least 80% of the Units shall at all times have at least one occupant fifty-five (55) years of age or older. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the afore-stated percentages of adult occupancy.

8.6 **Pets**. No pets shall be maintained or kept in any of the Units or the Common Elements, other than tropical fish and such birds as canaries and parakeets, which may be maintained in a Unit, provided that the owner obtains the prior written consent of the Board. The Board reserves the right, in its sole discretion, to determine that a pet is, or has been, disturbing in any way the residents or their guests, so as to constitute a nuisance. Pets