

Expenses. Such insurance shall include comprehensive general liability and comprehensive general umbrella, workmen's compensation and hired automobile coverage. All liability insurance shall contain a cross liability endorsement to cover liabilities of the Apartment Owners as a group to each Apartment Owner.

XX CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

A. Each Apartment Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, including Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements on and within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and Approved Mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board in an amount equal to the maximum insurable replacement value as determined annually by the Board. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged to Apartment Owners as part of the Common Expenses. The company or companies with which the Association shall place its insurance coverage, as provided in this Declaration, and the insurance agent or agents placing such insurance must be authorized to do business in the State of Florida. The Association shall have the right to designate an insurance trustee (the "Insurance Trustee") to act as an insurance trustee in the manner provided in this Declaration, which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State of Florida and which has its principal office in Dade, Broward or Palm Beach County, Florida, and thereafter, at any time and from time to time, the Association shall have the right to change the Insurance Trustee to another such bank or trust company.

B. All policies of insurance purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association in which Apartment Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on policies, the renewal of policies, the sufficiency of the coverage of any such policies or any failure to collect any insurance proceeds under any policies.

C. In the event of any damage to the Condominium Property, no mortgagee shall have any right to participate in the determination of whether the Condominium Property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds received by the Insurance Trustee to the repayment of its loan, unless such proceeds are distributed to Apartment Owners and/or their respective mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Apartment Owners and Approved Mortgagees under the following terms:

1. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Apartments without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received as a result of such loss directly to the Apartment Owners of the Apartments damaged and their Approved Mortgagees, if any, as their interests may appear, and it shall be the duty of such Apartment Owners to use such proceeds to effect the necessary repairs to the Apartments and to return the Apartments to their prior condition according to the standards required under the Condominium Documents. The Insurance Trustee must rely upon the written statement of the Association as to whether an Apartment or a Common Element or both have suffered damage insured under any policies held by the Insurance Trustee.

2. In the event that a loss of Five Thousand (\$5,000.00) Dollars or less as determined by detailed estimates or bids for repair and reconstruction obtained by the Board occurs to any Common Element or to any Apartments and Common Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association shall promptly cause the necessary repairs to be made to the Common Elements and to any such damaged contiguous Apartments. In such event, should the insurance proceeds be sufficient for the repair of the damaged Common Elements but insufficient for the repair of all of the damage to the Apartments contiguous thereto, the proceeds shall be applied first to completely repair the Common Elements, and the balance of the funds shall be apportioned by the Association to repair the damage to the Apartments, which apportionment shall be made to each Apartment in accordance with the proportion of damage sustained by each of such Apartments as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds apportioned to a damaged Apartment and the cost of the repair of such damaged Apartment shall be made up by a Special Assessment against the Apartment Owner of such damaged Apartment.

3. In the event the Insurance Trustee receives proceeds in excess of Five Thousand (\$5,000.00) Dollars as a result of damages to any Common Element or to any Apartments and Common Elements which are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages together with any and all other monies paid to Insurance Trustee pursuant to the following Sub-Paragraph 3(c) and shall distribute such funds in the following manner:

(a) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if the insurance proceeds together with the funds described in Sub-paragraph 3(c) below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Condominium Property, and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall

deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws and executed affidavits required by law, the Association or any respective Approved Mortgagees.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Apartments contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Apartment Owners to obtain any necessary funds to repair and to restore such damaged improvements. Such Special Assessment need not be uniform as to all Apartments, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Apartments setting forth the date or dates of payment of the same, and any and all funds received from the Apartment Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in Sub-paragraph 3(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of Fifty Thousand (\$50,000.00) Dollars, and three-fourths (3/4) of the Apartment Owners so assessed advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article VIII of this Declaration and shall promptly pay each share of such proceeds to the Apartment Owners and Approved Mortgagees of record as their interests may appear (an "Insurance Proceeds Distribution"). In making such distribution to the Apartment Owners and the Approved Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Apartment Owners and their respective Approved Mortgagees.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Apartment Owners in proportion to their contributions by way of Special Assessment.

5. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully for any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Approved Mortgagee may be enforced by an Approved Mortgagee.

6. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for (a) the originally constructed Condominium Property, (b) reconstructed Condominium Property or (c) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans

and specifications of previously constructed Condominium Property shall require approval by the Approved Mortgagee holding the highest dollar indebtedness encumbering Apartments in the Condominium.

7. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Apartments alone or to improvements within Common Elements and Apartments contiguous thereto.

XXI PROHIBITION OF FURTHER DIVISION

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration. Additionally, there shall be no further division of Apartments and hence, any instrument, whether a deed, mortgage, or otherwise, which describes only a portion of any Apartment shall be deemed to describe such entire Apartment and the interest in the Common Elements appurtenant thereto.

XXII SEVERABILITY

If any provision of this Declaration, the Condominium Documents or the Act is held to be invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Act shall not be affected.

XXIII INTERPRETATION

A. Article, Paragraph and Sub-paragraph titles in this Declaration are intended only for convenience and in no way do such titles define, limit, or in any way affect this Declaration or the meaning or contents of any material contained herein.

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

C. As used herein the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

D. In the event any Court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring lives shall be those of the incorporators of the Association.

XXIV REMEDIES FOR VIOLATION

Each Apartment Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Apartment Owner or any Approved Mortgagee to bring an action for injunctive relief, damages or both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any provisions

of the Condominium Documents shall not be deemed a waiver of such provision or be a bar to their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with any terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorneys' fees at all trial and appellate levels as they may be awarded by the Court.

XXV PROVISIONS FOR ALTERATIONS OF APARTMENTS BY DEVELOPER

A. Notwithstanding anything contained herein, Developer reserves the right to alter the interior design and arrangement of all Apartments and to alter the boundaries between Apartments and to combine two (2) or more Apartments into one (1) Apartment or to sever any Apartment comprised of two (2) or more Apartments into its component parts as long as Developer owns the Apartments so altered (which alterations made by Developer to Apartments it owns are hereinafter referred to as the "Alterations").

B. Any Alteration which will alter the boundaries of the Common Elements (other than interior walls abutting Apartments owned by Developer) will first require an amendment of this Declaration in the manner provided in Article XXVI hereof.

C. In the event the Alterations do not require an amendment in accordance with the provisions of Paragraph B above, then an amendment of this Declaration shall be filed by Developer in accordance with the provisions of this Paragraph C. Such amendment ("Developer's Amendment") need be signed and acknowledged only by the Developer and shall not require approval of the Association through the Board, other Apartment Owners or lienors or mortgagees of the Apartments, whether or not such approvals are elsewhere required for an amendment of this Declaration. This amendment shall adjust the share of Common Elements, Common Expenses and Common Surplus and the voting rights attributable to the Apartments being affected by the Alterations and may be made as a Developer's Amendment as long as Developer owns the Apartments for which the shares are being so adjusted.

XXVI AMENDMENTS TO THE DECLARATION

A. Except as to matters described in Paragraphs B, C, D, E, F and G of this Article XXVI and Developer's Amendment, this Declaration may be amended by the affirmative vote of not less than two thirds (2/3) of the Apartment Owners at any regular or special meeting of the Apartment Owners called and held in accordance with the By-Laws; provided, however, that any such amendment shall also be approved or ratified by a majority of the Board. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail by the Association to the Developer and to all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate amongst the Public Records of Palm Beach County, Florida; provided, however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to the Developer and to all Approved Mortgagees, unless such thirty (30) day period is waived in writing by Developer and all Approved Mortgagees.

B. Except as set forth in Paragraph G hereof, no amendment of the Declaration shall change the configuration or size of any Apartment in any

material fashion, materially alter or modify the appurtenances to such Apartment, change the proportion or percentage by which any Apartment Owner shares the Common Elements and Common Expenses or owns the Common Surplus, or change any Apartment's voting rights in the Association unless all of the record owners of such Apartments and all of the Approved Mortgagees of record holding mortgages on such Apartments shall consent in writing thereto. The provisions of Section 718.110(5) of the Act are specifically incorporated herein. The provisions of Article XX herein are covenants for the benefit of institutional Approved Mortgagees and may not be amended without their prior written consent. Any such amendment shall be voted on at a special meeting of the affected Apartment Owners and their consent thereto shall be evidenced by a certificate joined in and executed by such Apartment Owners and all Approved Mortgagees holding mortgages thereon and recorded in the same manner as amendments provided in Paragraph A of this Article XXVI.

C. Whenever it shall appear to the Board that there is defect, error or omission in this Declaration or any other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call a special meeting of the Apartment Owners to consider amending the Declaration or such other documents in accordance with Section 718.304(1) of the Act. Upon the affirmative vote of at least one-fourth (1/4) of the Apartment Owners with more such affirmative votes than negative votes, the Association shall amend the appropriate documents to correct such defect, error or omission, and a true copy of such amendment shall be mailed via certified mail by the Association to the Developer and to all Approved Mortgagees. Such amendment shall become effective upon the recording of the certificate amongst the Public Records of Palm Beach County, Florida, but such certificate shall not be recorded until thirty (30) days after the mailing of a copy thereof to Developer and all Approved Mortgagees, unless such thirty (30) day period is waived in writing by the Developer and all Approved Mortgagees.

D. Prior to the Majority Election Meeting described in Sub-Paragraph B.6 of Article XVIII of this Declaration, the Developer alone may amend this Declaration in order to correct a scrivener's error or other minor defect or omission without the consent of the Apartment Owners or the Board, provided that such amendment does not materially and adversely affect an Apartment Owner's property rights. This amendment shall be signed by the Developer alone and a copy of the amendment shall be furnished to each Apartment Owner, the Association and all Approved Mortgagees as soon after recording thereof amongst the Public Records of Palm Beach County, Florida as is practicable.

E. This Declaration may be amended in the same manner as required for an amendment to the By-Laws when the Declaration is being amended solely for the purpose of setting forth or affixing an amendment of the By-Laws thereto.

F. No amendment of this Declaration or any Article or portion hereof shall be passed which shall impair or prejudice the rights or priorities of Developer or Approved Mortgagees without the specific written approval of Developer or the Approved Mortgagees, as the case may be.

G. In accordance with Section 718.403(6) of the Act, an amendment to this Declaration adding a Phase or Phases to this Condominium shall neither require the execution of such amendment by Apartment Owners other than the Developer nor the execution thereof by the Association, Approved Mortgagees, nor any other person, persons or entity. Further, until such time Developer conveys an Apartment in such Phase to an Apartment Owner, Developer reserves the right to amend such amendment adding such Phase to terminate such amendment and Phase and, if it so desires, to later again add such Phase by another amendment, all of which action shall neither require the

execution of such amendment by Apartment Owners other than Developer nor the execution thereof by the Association, Approved Mortgagees, or any other person, persons or entity.

**XXVII RIGHT OF DEVELOPER TO TRANSACT BUSINESS
AND TO SELL OR LEASE APARTMENTS OWNED
BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE XVI**

A. The provisions, restrictions, terms and conditions of Article XVI hereof shall not apply to Developer as an Apartment Owner, and in the event and so long as Developer shall own any Apartment, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Apartment upon any terms and conditions as it shall deem to be in its own best interests.

B. Notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Condominium Property (which for the purposes of this Paragraph shall include Phase II and Phase III whether or not submitted to condominium ownership pursuant to this Declaration by amendment hereto) any business necessary to consummate the sale, lease or encumbrance of Apartments including, but not limited to, the right to maintain models, a sales office and an administrative office, place signs, employ sales personnel, use the Common Elements and show Apartments and Recreation Facilities, and Developer reserves and shall have the right to make repairs to the Condominium Property, carry on construction activity, make structural changes and improvements to the Condominium Property which do not prejudice the rights of any Apartment Owner or Approved Mortgagee and use the Boat Docks and use the utilities which serve the Boat Docks and which shall continue to serve the Boat Docks. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, sales office, signs and any other items pertaining to such sales efforts such as furniture and equipment shall not be considered a part of the Common Elements and shall remain the property of the Developer. This Article XXVII may not be suspended, superceded or modified in any manner by any amendment to the Declaration unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein, the provisions of Paragraph A. of this Article and the other rights reserved by Developer in the Condominium Documents may be assigned in writing by the Developer in whole or in part.

XXVIII ASSOCIATION AUTHORIZED TO ENTER INTO AGREEMENTS

A. The Association has entered into an Operating Agreement with Developer regarding the Boat Docks, Gas Facilities and the Recreation Facilities within Porta Bella. The Operating Agreement provides, inter alia, for the Association to maintain and operate the Boat Docks adjacent to Phase I, and Phase II and Phase III, if added to this Condominium by amendment hereto, the Gas Facilities and the Recreation Facilities. The Operating Agreement states that the Association and Developer shall adopt rules and regulations governing the use of the Boat Docks, Gas Facilities and Recreation Facilities. The Operating Agreement further sets forth requirements for how, when and if the Boat Docks, or portions thereof, the Recreation Facilities and the Gas Facilities operated by the Association shall be conveyed by Developer to the Association. A portion of the "Operating Expenses" of the Recreation Facilities under the Operating Agreement are Common Expenses.

B. The Association is authorized to enter into other agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses.

XXIX TERMINATION

A. This Declaration may be terminated ninety (90) days after the affirmative written consent of eighty (80%) percent of the Apartment Owners and the written consent of all Approved Mortgagees encumbering Apartments in this Condominium; provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose.

B. In the event of the termination of this Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Apartment Owners, pro rata, in accordance with the percentage share each Apartment Owner owns in the Common Elements as provided in this Declaration. Any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Apartment Owners thereof as tenants in common. Each Apartment Owner shall continue to be responsible for his pro rata share of Common Expenses.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name and on its behalf by its Vice President and its corporate seal affixed this 17th day of OCTOBER, 1978.

WITNESSES:

AMERICAN BANKERS LIFE ASSURANCE
COMPANY OF FLORIDA, d/b/a
PORTA BELLA PROPERTIES

Era E. White

By: John F. Daley
John F. Daley, Vice President

Joe K. Ball

(SEAL)

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, JOHN F. DALLEY, Vice President of AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of October, 1978.

Joe K. Ball
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 25, 1983
Bonded thru Maynard Bonding Agency

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE I LAND

Please refer to Exhibit B to the Declaration for the legal description of the Phase I Land.

OFF
REC. 2957 PAGE 950

EXHIBIT A-1
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

LIST OF PERSONAL PROPERTY PROVIDED
BY DEVELOPER IN CONJUNCTION WITH PHASE I

TEEN ROOM

- 1 ping pong table
- 1 pool table (pool cues and cue racks)
- 1 juke box
- 1 card table and 4 chairs
- floor covering

MEN'S CARD ROOM/MEETING ROOM

- 4 card tables
- 16 chairs
- 1 backgammon table
- 2 chairs
- drapes
- floor covering
- wall covering
- wall decoration

WOMEN'S CARD ROOM/MEETING ROOM

- 4 card tables
- 16 chairs
- 1 backgammon table
- 2 chairs
- kitchen facilities
- drapes
- floor covering
- wall covering
- wall decoration

BILLIARD ROOM

- 1 pool table
- cue sticks
- cue stick racks
- 3 end tables
- 8 club chairs
- 2 planters
- 1 ping pong table
- drapes
- floor covering
- wall covering
- wall decoration

POOL EQUIPMENT

- 1 heater
- 1 chlorinator and filter
- 2 showers

MANAGER'S OFFICE

- drapes
- floor covering

POOL FACILITIES

- 16 chaise lounges
- 4 umbrellas
- 4 tables
- 16 chairs
- 3 barbecues
- 6 ash trays
- 3 trash cans
- 1 life preserver
- 1 life saving hook

WOMEN'S EXERCISE ROOM

- 1 massage roller
- 1 scale
- 1 quad pulley
- 1 rowing machine
- 1 abdominal board
- 2 exercise bikes
- 1 exercise walker
- 1 belt vibrator
- locker room facilities
(4 lockers)
- 1 storage facility
- toilet facilities
- 1 sauna facility
- floor covering
- wall decoration

MEN'S EXERCISE ROOM

- 2 exercise bikes
- 1 workout bench
- 1 rowing machine
- 1 abdominal board
- 1 master gym
- 1 exercise walker
- 1 scale
- locker room facilities
(20 lockers)
- 1 sauna facility
- shower facilities
- toilet facilities
- floor covering
- wall decoration

INACT A. POLARIS BELLS, ACCORDING TO THE PLAY, THE LION
RECORDED IN PLAY BOOK 31, PAGES 100 AND 101 OF THE
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SUBJECT TO
DEICATION, EASEMENT AND ASSIGNATION OF RECORDS

AFFILIANT HEREBY CERTIFIES THAT THIS EXHIBIT "B" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVIDING OF THE DECLARATION OF CONDOMINIUM OF PORTA SUELA SOUTH/WEST, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF IMPROVEMENTS DESCRIBED. AND FURTHER THAT WITH SUCH MATERIALS THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH APARTMENT UNIT.

J. A. Tichauer

SEE PAGE 5 FOR EXHIBIT "B" NOTES



2957 PAGE 953

NOTE:
 ① INDICATES IMPROVEMENTS AND EGRESS PURSUANT TO ARTICLE VII, PARAGRAPH C OF THE DECLARATION
 LEGEND:
 "B" DESIGNATES ROOM
 --- INDICATES APARTMENT BOUNDARY
 --- INDICATES PORTA BELLA LIMITED COMMON ELEMENTS

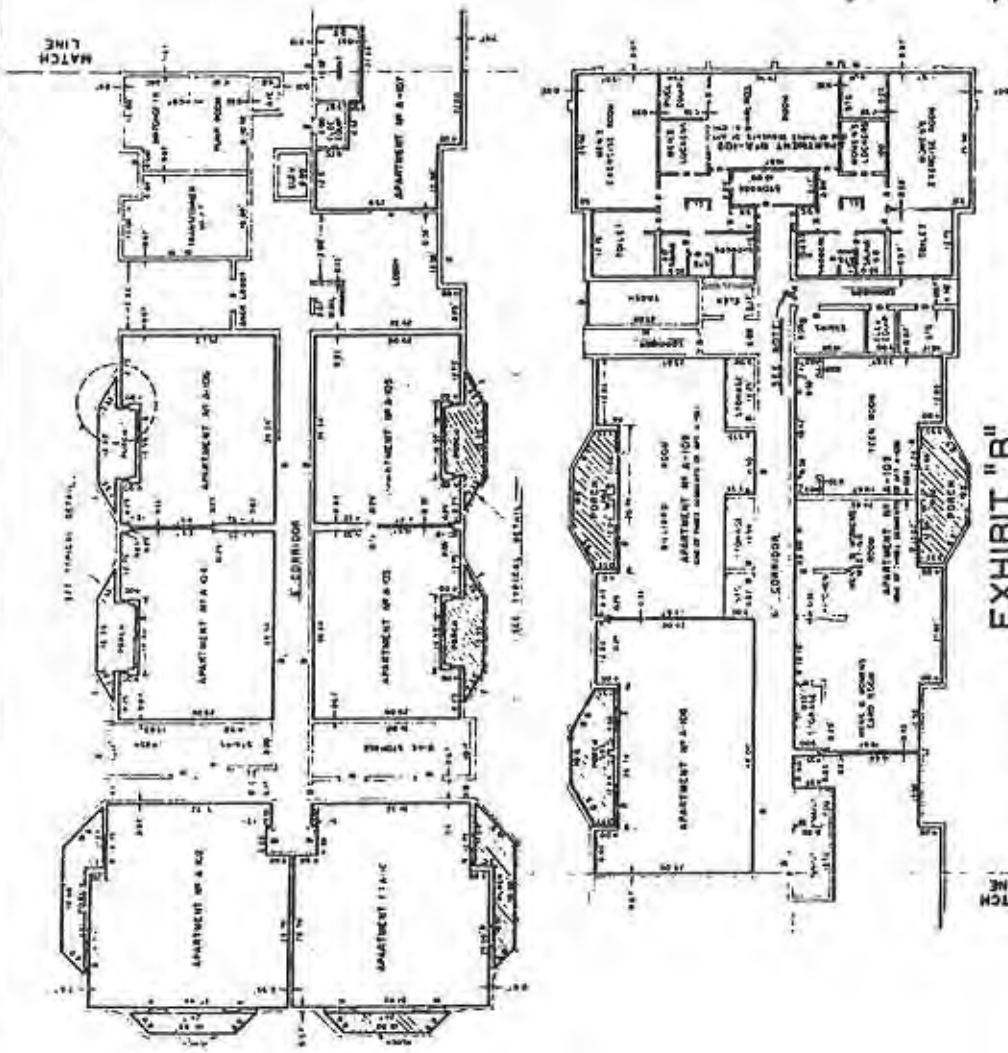


EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM OF
 PORTA BELLA SOUTH / WEST, A CONDOMINIUM.
 GROUND FLOOR PLAN OF IMPROVEMENTS. (PAGE 2)

J.D. Bullen

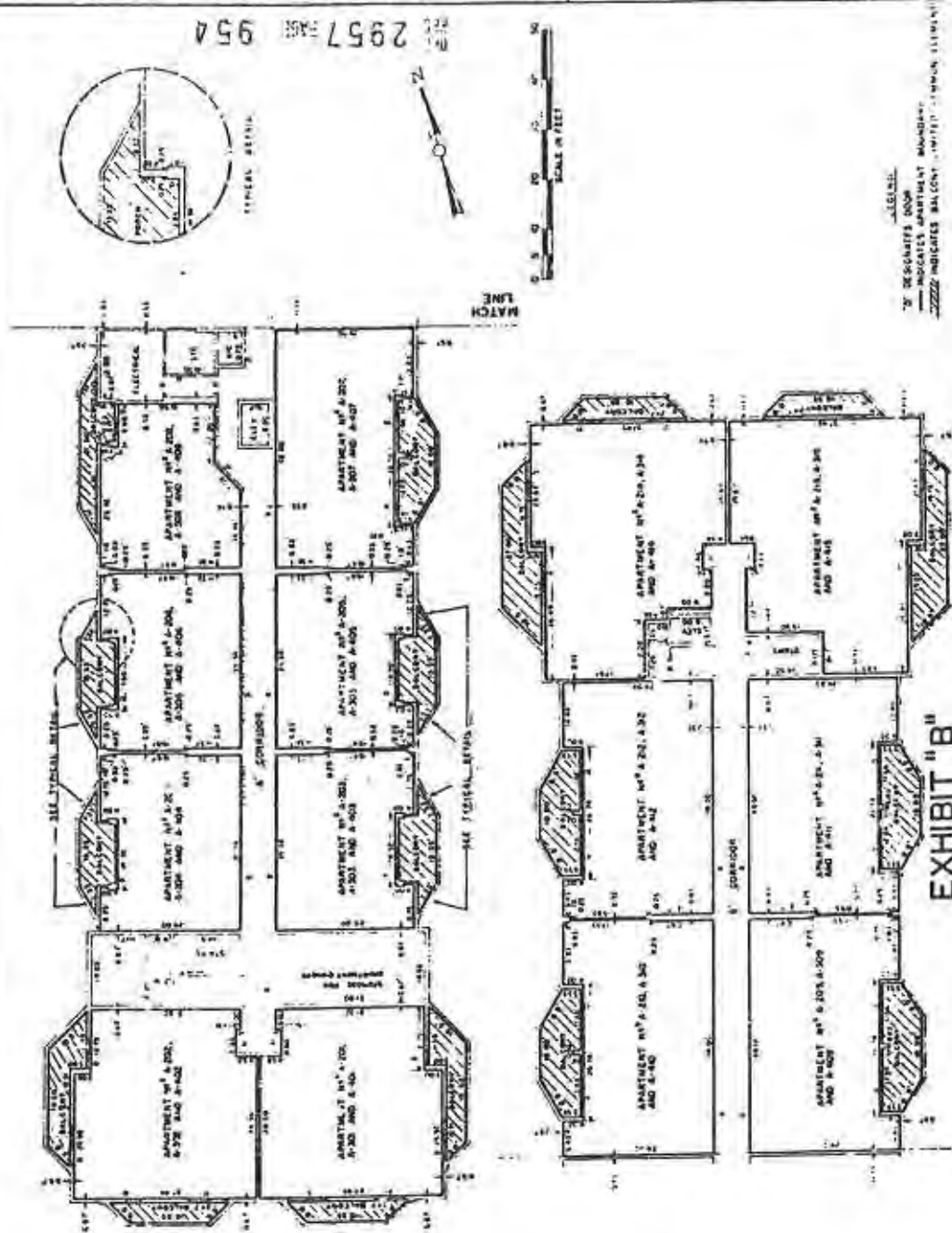
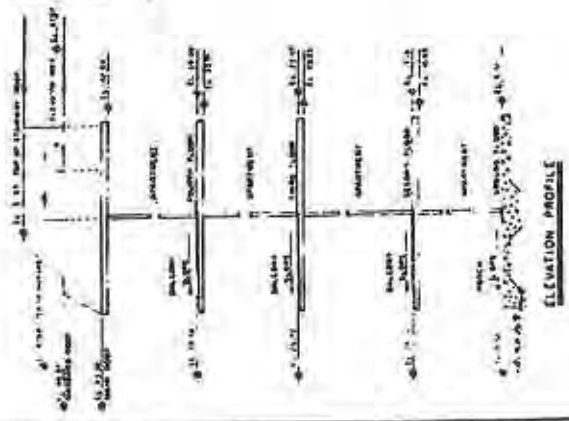


EXHIBIT "B"
 TO THE DECLARATION OF CONDOMINIUM OF
 PORTA BELLA SOUTH / WEST, A CONDOMINIUM.
 TYPICAL FLOOR PLAN SECOND THROUGH FOURTH FLOORS. (PAGE 3)



LEGEND
 [] indicates approximate location of an
 air conditioning unit on the roof
 and the associated ductwork

2957 PAGE 955



MATCH LINE

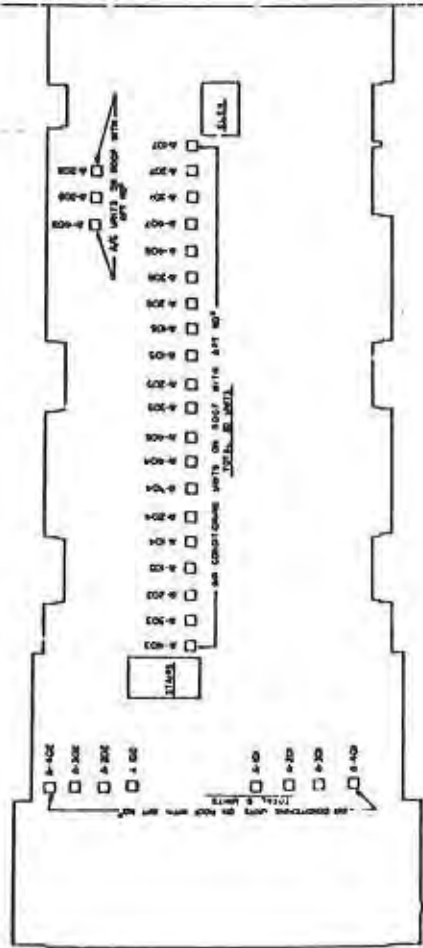
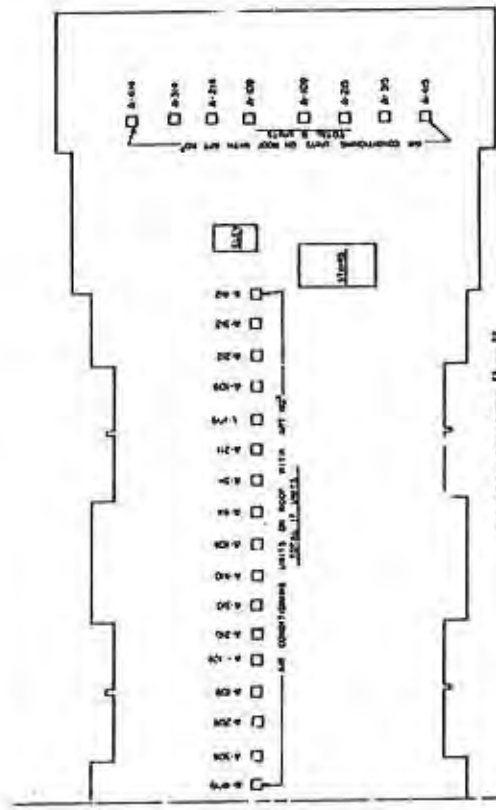


EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM OF
 PORTA BELLA SOUTH / WEST, A CONDOMINIUM.
 ROOF PLAN FOR LOCATIONS OF A/C UNITS.

MATCH LINE

J.D. Buckhorn

EXHIBIT B

DECLARATION OF CONDOMINIUM

TO

PORTA BELLA SOUTH/EAST, A CONDOMINIUM

PHASE 1 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

NOTES

1. Description of Common Elements in Phase 1

- A. All portions of the Condominium Property in Phase 1 not within any Apartment or Apartments are part of the Common Elements.
- B. All conduits, ducts, piping, wiring to outlets and other utility lines to outlets regardless of location which are part of the Condominium Property constitute Common Elements.
- C. There are designated and reflected on the Survey separate Parking Spaces located on the Condominium Property, which are described in the Declaration and which constitute Common Elements. However, Parking Spaces may be assigned to the use of specific Apartments pursuant to provisions of the Declaration.

11. Description of Limited Common Elements in Phase 1

- A. Limited Common Elements for the exclusive use of the Apartment served thereby are as follows:

1. Porches and balconies which shall serve the Apartment adjacent thereto and shall have the following boundaries:
 - a. Upper and Lower Boundaries

The upper and lower boundaries of a porch or balcony shall be the following boundaries extended to an intersection with the perimeter boundaries.

- (1) Upper Boundaries: The bottom surface of the unfinished porch or balcony ceiling slab.
- (11) Lower Boundaries: The top surface of the unfinished porch or balcony floor slab.

b. Perimetrical Boundaries

The perimetrical boundaries of a porch or balcony shall be the following boundaries extended to an intersection with the upper and lower boundaries:

The intersecting vertical planes(s) established by the innermost unfinished surface of the wall(s) of Building A bounding such porch or balcony.

2. Air conditioning compressors located on the roof of Building A shall serve the Apartment whose identification number is shown on such compressor.

B. Limited Common Elements reserved for the exclusive use of Apartment Owners in Building A are the exterior walls of Building A, the improvements located thereon or a part thereof and not included within an Apartment, such as decorative improvements, windows, doors and overhangs, and the roof of Building A and any porches which are a part of Building A.

III. Description of Apartments in Phase I

Each Apartment shall consist of that part of Building A containing such Apartment which lies within the boundaries of the Apartment, which boundaries are as follows:

A. Upper and Lower Boundaries

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

(1) Upper Boundaries: The bottom surface of the unfinished ceiling slab.

(2) Lower Boundaries: The top surface of the unfinished floor slab.

B. Perimetrical Boundaries

The perimetrical boundaries of an Apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

The intersecting vertical planes(s) established by the innermost unfinished surface of the exterior and interior wall(s) of Building A bounding such Apartment (the exterior wall of a porch or balcony is not the exterior wall of Building A).

C. Excluded from Apartments in Phase I

An Apartment in Phase I shall not be deemed to include "Cable Television Equipment" (as hereinafter defined) which may be contained within the boundaries of the Apartment, nor shall it include columns or partitions contributing to support of Building A.

D. Apartment A-109 is composed of three separate segments as shown on the Survey.

IV. Each Apartment shall have as an appurtenance thereto an undivided share of the Common Elements as the same are described and set forth in the Declaration and in the instruments referred to therein.

V. Bearings shown hereon are based on an assumed meridian.

VI. Elevations in feet refer to National Geodetic Vertical Datum.

VII. Easements shown unless otherwise noted are pursuant to the Plat of Porta Bella.

VIII. Apartments A-107 and A-109 comprise the Recreation Facilities in Phase I.

IX. The Gas Facilities (underground gas tank and commercial pump) and Boat Dock shown on the Survey and all "Cable Television Equipment" including, but not limited to, all wall plate outlets, cables, wiring and transformers are not part of the Condominium Property.

X. Building A and improvements shown hereon except as otherwise noted represent proposed and/or existing improvements that will be subject to condominium ownership. Final Certification of these plans will occur after construction is substantially completed.

EXHIBIT C-1
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

EACH APARTMENT'S PERCENTAGE SHARE OF THE
COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS
AND OF THE ASSOCIATION IF ONLY PHASE I IS
SUBMITTED TO CONDOMINIUM OWNERSHIP

PHASE I (BUILDING A)

<u>Apartment*</u> <u>Type</u>	<u>Apartment</u> <u>Number</u>	<u>Percentage</u> <u>Share</u>
I-A	A-108, A-207, A-209, A-210, A-211, A-212, A-307, A-309, A-310, A-311, A-312, A-407, A-409, A-410, A-411, A-412	2.1405
I-B-1	A-214, A-314, A-414	2.6485
I-B	A-215, A-315, A-415	2.7127
I-C	A-103, A-104, A-105 A-106, A-203, A-204, A-205, A-206, A-303, A-304, A-305, A-306, A-403, A-404, A-405, A-406	1.6079
I-D	A-101, A-102, A-201, A-202, A-301, A-302, A-401, A-402	2.2441
I-E	A-208, A-308, A-408	1.4484
I-F	A-107	.6576
I-G	A-109	.9864
		<hr/> 100.0000%

* Type I-A - Two bedroom, two bath (one bedroom is a den which may be converted into a bedroom).

Type I-B - Two bedroom, two bath.

Type I-B-1 - Two bedroom, two bath.

Type I-C - One bedroom, one and a half bath.

Type I-D - Two bedroom, two bath.

Type I-E - One bedroom, one bath.

Type I-F - Four offices, one bath.

Type I-G - Five rooms, two baths.

GPT 2957 PAGE 958

EXHIBIT C-2
TO
DECLARATION OF CONDOMINIUM
OF

PORTA BELLA SOUTH/WEST, A CONDOMINIUM

EACH APARTMENT'S PERCENTAGE SHARE OF THE
COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS
AND OF THE ASSOCIATION IF PHASE II IS
SUBMITTED TO CONDOMINIUM OWNERSHIP
IN ADDITION TO PHASE I

PHASE I (BUILDING A)

<u>Apartment*</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
I-A	1.0143
I-B	1.2854
I-B-1	1.2551
I-C	.7619
I-D	1.0634
I-E	.6864
I-F	.3125
I-G	.4674

*Please refer to Exhibit C-1 to determine Apartment Numbers in each Apartment Type for Phase I.

PHASE II (BUILDING B)

<u>Apartment**</u> <u>Type</u>	<u>Apartment</u> <u>Number</u>	<u>Percentage</u> <u>Share</u>
II-B	B-101, B-110, B-201, B-202, B-210, B-211, B-301, B-302, B-310, B-311, B-401, B-402, B-410, B-411	1.3478
II-C	B-104, B-108, B-204, B-208, B-304, B-308, B-404, B-408	.7923
II-D	B-102, B-111	1.1063
II-E	B-103, B-105, B-107, B-109, B-203, B-205, B-207, B-209, B-303, B-305, B-307, B-309, B-403, B-405, B-407, B-409	1.2336
II-F	B-106, B-206, B-306, B-406	1.3638

** Phase II

- Type II-B - Three bedrooms, two baths (one bedroom is a den which may be converted into a bedroom)
- Type II-C - One bedroom, one and one-half bath
- Type II-D - Two bedrooms, two baths.
- Type II-E - Two bedrooms, two baths.
- Type II-F - Three bedrooms, two and one-half baths.

2957 PAGE 959

EXHIBIT C-3
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

EACH APARTMENT'S PERCENTAGE SHARE OF THE
COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS
AND OF THE ASSOCIATION IF PHASE III IS
SUBMITTED TO CONDOMINIUM OWNERSHIP
IN ADDITION TO PHASE I

PHASE I (BUILDING A)

<u>Apartment*</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
1-A	.2645
1-B	.3352
1-B-1	.3273
1-C	.1987
1-D	.2773
1-E	.1790
1-F	.0841
1-G	.1219

*Please refer to Exhibit C-1 to determine Apartment Numbers in each Apartment Type for Phase I.

PHASE III (BUILDING C)

<u>Apartment**</u> <u>Type</u>	<u>Apartment</u> <u>Number</u>	<u>Percentage</u> <u>Share</u>
III-A	C-103, C-203, C-303, C-403, C-503, C-603, C-703, C-803, C-104, C-204, C-304, C-404, C-504, C-604, C-704, C-804, C-105, C-205, C-305, C-405, C-505, C-605, C-705, C-805, C-107, C-207, C-307, C-407, C-507, C-607, C-707, C-807, C-121, C-221, C-321, C-421, C-521, C-621, C-721, C-821, C-124, C-224, C-324, C-424, C-524, C-624, C-724, C-824, C-134, C-234, C-334, C-434, C-534, C-634, C-734, C-834, C-136, C-236, C-336, C-436, C-536, C-636, C-736, C-836, C-137, C-237, C-337, C-437, C-537, C-637, C-737, C-837, C-138, C-238, C-338, C-438, C-538, C-638, C-738, C-838, C-140, C-240, C-340, C-440, C-540, C-640, C-740, C-840	.2608

III-B

C-101, C-201, C-301,
C-401, C-501, C-601,
C-701, C-801, C-202,
C-302, C-402, C-502,
C-602, C-702, C-802,
C-123, C-223, C-323,
C-423, C-523, C-623,
C-723, C-823, C-226,
C-326, C-426, C-526,
C-626, C-726, C-826,
C-139, C-239, C-339,
C-439, C-539, C-639,
C-739, C-839, C-142,
C-242, C-342, C-442,
C-542, C-642, C-742,
C-842

.3514

III-C

C-106, C-206, C-306,
C-406, C-506, C-606,
C-706, C-806, C-108,
C-208, C-308, C-408,
C-508, C-608, C-708,
C-808, C-109, C-209,
C-309, C-409, C-509,
C-609, C-709, C-809,
C-111, C-211, C-311,
C-411, C-511, C-611,
C-711, C-811, C-116,
C-216, C-316, C-416,
C-516, C-616, C-716,
C-816, C-120, C-220,
C-320, C-420, C-520,
C-620, C-720, C-820,
C-122, C-222, C-322,
C-422, C-522, C-622,
C-722, C-822, C-127,
C-227, C-327, C-427,
C-527, C-627, C-727,
C-827, C-131, C-231,
C-331, C-431, C-531,
C-631, C-731, C-831,
C-132, C-232, C-332,
C-432, C-532, C-632,
C-732, C-832

.2066

III-D

C-102, C-126

.2885

III-E

C-110, C-210, C-310,
C-410, C-510, C-610,
C-710, C-810, C-112,
C-212, C-312, C-412,
C-512, C-612, C-712,
C-812, C-115, C-215,
C-315, C-415, C-515,
C-615, C-715, C-815,
C-117, C-217, C-317,
C-417, C-517, C-617,
C-717, C-817, C-118,
C-218, C-318, C-418,
C-518, C-618, C-718,
C-818, C-128, C-228,
C-328, C-428, C-528,
C-628, C-728, C-828,
C-230, C-330, C-430,
C-530, C-630, C-730,
C-830, C-133, C-233,
C-333, C-433, C-533,
C-633, C-733, C-833,

.3217

III-F	C-214, C-314, C-414, C-514, C-614, C-714, C-814, C-119, C-219, C-319, C-419, C-519, C-619, C-719, C-819, C-229, C-329, C-429, C-529, C-629, C-729, C-829, C-135, C-235, C-335, C-435, C-535, C-635, C-735, C-835	.3556
III-F-1	C-114	.2818
III-G	C-129	.0813
III-H	C-130	.1219

**** Phase III**

Type III-A	-	Two Bedrooms, two baths (one bedroom is a den which may be converted into a bedroom)
Type III-B	-	Three bedrooms, two baths (one bedroom is a den which may be converted into a bedroom)
Type III-C	-	One bedroom, one and one-half baths
Type III-D	-	Two bedrooms, two baths
Type III-E	-	Two bedrooms, two baths
Type III-F	-	Three bedrooms, two and one-half baths
Type III-F-1	-	Two bedrooms, one and one-half baths.
Type III-G (Rec Unit)	-	No bedrooms, approximately 1387 square feet of space, one bath
Type III-H (Rec Unit)	-	No bedrooms, approximately 1583.5 square feet of space, one bath

EXHIBIT C-4
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

EACH APARTMENT'S PERCENTAGE SHARE OF THE
COMMON ELEMENTS, COMMON EXPENSES, COMMON SURPLUS
AND OF THE ASSOCIATION IF PHASE II AND PHASE III ARE
SUBMITTED TO CONDOMINIUM OWNERSHIP
IN ADDITION TO PHASE I

PHASE I (BUILDING A)

<u>Apartment*</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
I-A	.2326
I-B	.2948
I-B-1	.2878
I-C	.1747
I-D	.2438
I-E	.1574
I-F	.0715
I-G	.1047

PHASE II (BUILDING B)

<u>Apartment**</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
II-B	.3090
II-C	.1817
II-D	.2537
II-E	.2829
II-F	.3127

PHASE III (BUILDING C)

<u>Apartment***</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
III-A	.2294
III-B	.3090
III-C	.1817
III-D	.2537
III-E	.2829
III-F	.3127
III-F-1	.2478
III-G	.0715
III-H	.1048

*Please refer to Exhibit C-1 to determine Apartment Numbers in each Apartment Type in Phase I.

**Please refer to Exhibit C-2 to determine Apartment Numbers in each Apartment Type in Phase II.

***Please refer to Exhibit C-3 to determine Apartment Numbers in each Apartment Type in Phase III.

EXHIBIT C-5
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM
PERCENTAGE SHARE OF TOTAL COST OF REPAIR,
REPLACEMENT OR MODIFICATION OF LIMITED
COMMON ELEMENTS EXTERIORS
IN PHASE II ATTRIBUTABLE TO EACH APARTMENT IN PHASE II

<u>Apartment*</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
II-B	2.5617
II-C	1.5059
II-D	2.1027
II-E	2.3447
II-F	2.5921

*Please see Exhibit C-2 to the Declaration to determine Apartment Numbers in each Apartment Type in Phase II.

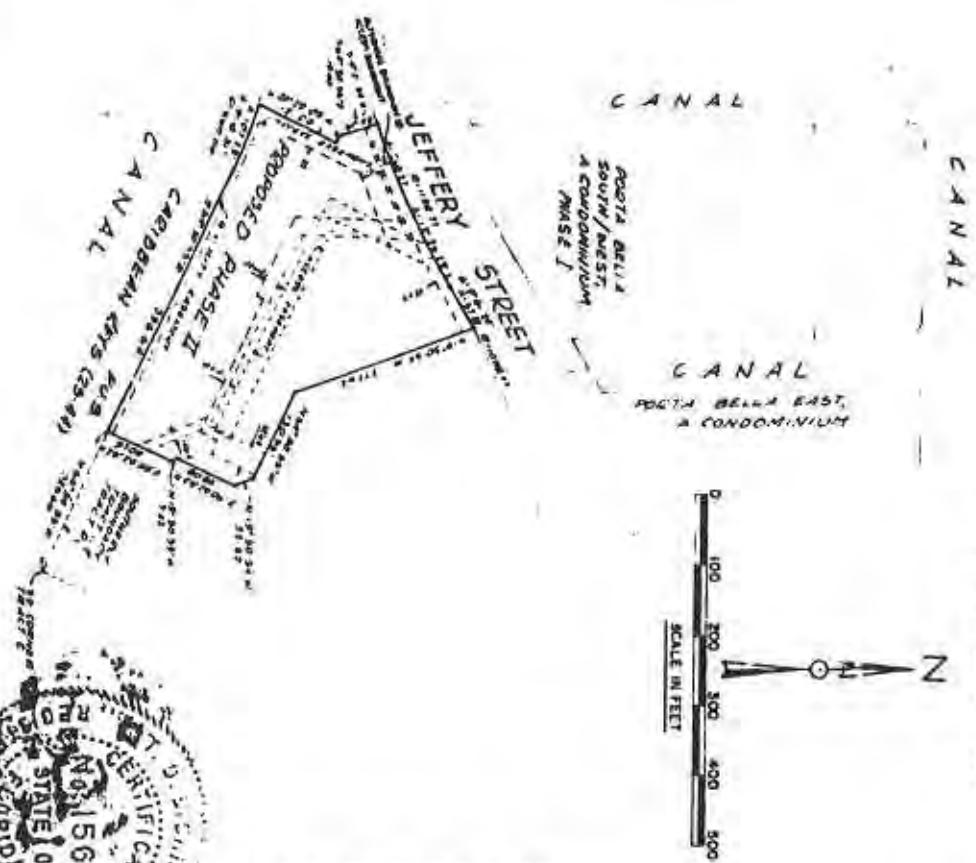
EXHIBIT C-6
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

PERCENTAGE SHARE OF TOTAL COST OF REPAIR,
REPLACEMENT OR MODIFICATION OF LIMITED
COMMON ELEMENTS EXTERIORS
IN PHASE III ATTRIBUTABLE TO EACH APARTMENT IN PHASE III

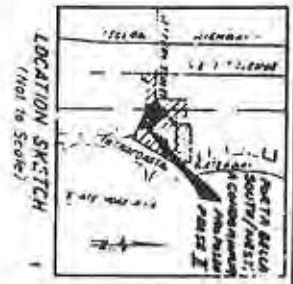
<u>Apartment*</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
III-A	.2976
III-B	.4001
III-C	.2357
III-D	.3292
III-E	.3670
III-F	.4057
III-F-1	.3215
III-G	.1160
III-H	.1627

*Please see Exhibit C-3 to the Declaration to determine Apartment Numbers in each Apartment Type in Phase III.

EXHIBIT "D"
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM
PHASE II SURVEY



ARTHUR V. STROCK, P.E.
1710 E. US Highway No. 1
Deerfield Beach, Florida 33441
J. A. Strock



PORTA BELLA SOUTH/WEST, A CONDOMINIUM, PHASE II, is a portion of Tract C and D, PORTA BELLA, containing 100 acres, situated in Palm Beach County, Florida, more particularly described as follows:

That the boundaries of said Tract C, shown on a plat of 100 acres, bearing date of 10/10/79, and said Tract D, shown on a plat of 100 acres, bearing date of 10/10/79, are as follows:

Tract C, 100 acres, more or less, bounded on the north by the line of the 100-acre tract shown on a plat of 100 acres, bearing date of 10/10/79, and on the south by the line of the 100-acre tract shown on a plat of 100 acres, bearing date of 10/10/79, and on the east by the line of the 100-acre tract shown on a plat of 100 acres, bearing date of 10/10/79, and on the west by the line of the 100-acre tract shown on a plat of 100 acres, bearing date of 10/10/79.

Tract D, 100 acres, more or less, bounded on the north by the line of the 100-acre tract shown on a plat of 100 acres, bearing date of 10/10/79, and on the south by the line of the 100-acre tract shown on a plat of 100 acres, bearing date of 10/10/79, and on the east by the line of the 100-acre tract shown on a plat of 100 acres, bearing date of 10/10/79, and on the west by the line of the 100-acre tract shown on a plat of 100 acres, bearing date of 10/10/79.

EXHIBIT E
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

DESCRIPTION OF APARTMENTS, "RECREATION AREA"
AND PERSONAL PROPERTY IN PHASE II

1. Description of Apartments in Phase II:

<u>(Note 1)</u> <u>Apartment Types</u>	<u>Number of</u> <u>Apartments</u>	<u>Number of</u> <u>Bedrooms</u> <u>Per In</u> <u>dividual</u> <u>Apartment</u>	<u>Number of</u> <u>Baths Per</u> <u>Individual</u> <u>Apartment</u>	<u>Approx.</u> <u>Total</u> <u>Square</u> <u>Feet</u>
II-A	none			
II-B	14	3	2	1730
II-C	8	1	1-1/2	1017
II-D	2	2	2	1420
II-E	16	2	2	1583.5
II-F	4	3	2-1/2	1750.5

Total Number of
Apartments in
Building B, Phase II 44

Note 1: Please see Exhibit C-2 to the Declaration to determine Apartment Types.

2. Description of "Recreation Area":

The Recreation Area in Phase II for common use of Apartment Owners in Porta Bella South/West will be comprised of an outdoor swimming pool and pool deck. The pool will have a surface area of approximately 1,144 square feet, contain approximately 36,000 gallons of water and have a minimum depth of 3 feet and a maximum depth of 6 feet. There will be an approximately 3,800 square foot pool deck surrounding the pool.

3. List of Personal Property for Phase II which will be provided by Developer if Phase II is submitted to condominium ownership pursuant to amendment to this Declaration:

POOL FACILITIES

16 chaise lounges	4 umbrellas
4 tables	16 chairs
3 barbecues	6 ash trays
3 trash cans	1 life preserver
1 life saving hook	1 heater
1 chlorinator and filter	

EXHIBIT F
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST A CONDOMINIUM
CANAL PHASE III SURVEY



PORTA BELLA SOUTH/WEST A CONDOMINIUM - PHASE III
A portion of Tract 1, and 1/2, 1/4, 1/8, 1/16, 1/32, 1/64, 1/128, 1/256, 1/512, 1/1024, 1/2048, 1/4096, 1/8192, 1/16384, 1/32768, 1/65536, 1/131072, 1/262144, 1/524288, 1/1048576, 1/2097152, 1/4194304, 1/8388608, 1/16777216, 1/33554432, 1/67108864, 1/134217728, 1/268435456, 1/536870912, 1/1073741824, 1/2147483648, 1/4294967296, 1/8589934592, 1/17179869184, 1/34359738368, 1/68719476736, 1/137438953472, 1/274877906944, 1/549755813888, 1/1099511627776, 1/2199023255552, 1/4398046511104, 1/8796093022208, 1/17592186044416, 1/35184372088832, 1/70368744177664, 1/140737488355328, 1/281474976710656, 1/562949953421312, 1/1125899906842624, 1/2251799813685248, 1/4503599627370496, 1/9007199254740992, 1/18014398509481984, 1/36028797018963968, 1/72057594037927936, 1/144115188075855872, 1/288230376151711744, 1/576460752303423488, 1/1152921504606846976, 1/2305843009213693952, 1/4611686018427387904, 1/9223372036854775808, 1/18446744073709551616, 1/36893488147419103232, 1/73786976294838206464, 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EXHIBIT G
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

DESCRIPTIVE OF APARTMENTS, "RECREATION AREAS",
"RECREATION FACILITIES" AND PERSONAL PROPERTY
IN PHASE III

1. Description of Apartments in Phase III:

<u>(Note 1)</u> <u>Apartment Types</u>	<u>Number of</u> <u>Apartments</u>	<u>Number of</u> <u>Bedrooms</u> <u>Per In-</u> <u>dividual</u> <u>Apartment</u>	<u>Number of</u> <u>Baths Per</u> <u>Individual</u> <u>Apartment</u>	<u>Approx.</u> <u>Total</u> <u>Square</u> <u>Feet</u>
III-A	88	2 (Note 2)	2	1284
III-B	46	3 (Note 2)	2	1730
III-C	80	1	1-1/2	1017
III-D	2	2	2	1420
III-E	63	2	2	1583.5
III-F	30	3	2-1/2	1750.5
III-F-1	1	2	1-1/2	1387
III-G	1	0	1	1387
(Rec Unit)				
III-H	1	0	1	1583.5
(Rec Unit)				

Total Number of
Apartments in
Building C, Phase III 312

Note 1: Please see Exhibit C-3 to the Declaration to determine Apartment Types.

Note 2: One of the bedrooms listed is a den which may be converted into a bedroom.

2. Description of "Recreation Areas" and "Recreation Facilities":

The Recreation Areas in Phase III for common use of Apartment Owners in Porta Bella South/West will be comprised of:

(a) two outdoor swimming pools, each pool having a surface area of approximately 1,300 square feet, containing approximately 43,300 gallons of water, having a minimum depth of 3 feet and a maximum depth of 6 feet and each will be surrounded by an approximately 4,775 square foot pool deck.

(b) a putting green having an area of approximately 5,000 square feet.

The Recreation Facilities in Phase III for the common use of apartment owners in Porta bella South/West and Porta Bella East are comprised of the following:

(a) three areas each containing 2 tennis courts. Each of the three areas contains approximately 12,960 square feet.

(b) four shuffleboard courts containing approximately 1,248 square feet.

(c) two handball courts containing approximately 1,360 square feet.

(d) a Women's Recreation Center located within a recreation unit (Apartment C-129) on the first floor of Building C containing approximately 1,387 square feet containing the following: a party room and card area, women's exercise area, kitchen and card area.

(e) a Men's Recreation Center located within a recreation unit (Apartment C-130) on the first floor of Building C containing approximately 1,583.5 square feet containing the following: billiards area, card area, kitchen, men's small card area and men's exercise area.

3. List of Personal Property for Phase III which will be provided by Developer if Phase III is submitted to condominium ownership pursuant to amendment to this Declaration:

POOL FACILITIES-EACH POOL

30 chaise lounges	1 life preserver
12 umbrellas	1 life saving hook
12 tables	1 chickee hut
48 chairs	1 bar
4 barbecues	1 heater
6 ashtrays	1 chlorinator and filter
3 trash cans	

WOMEN'S RECREATION CENTER

PARTY ROOM AND CARD AREA

1 couch
1 love seat
1 cocktail table
1 end table
1 lamp

CARD AREA

3 card tables
12 chairs
drapes
wall covering
floor covering

WOMEN'S EXERCISE AREA

1 bench
2 bicycles
1 jogger
1 twister
1 hip machine
1 glider

KITCHEN

1 refrigerator
1 stove
1 dishwasher

EXHIBIT H
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

STATE OF FLORIDA

DEPARTMENT OF STATE



I, BRUCE A. SMATHERS, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 24th day of January, A.D. 1975
as shown by the records of this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
24th day of January,

A.D. 1975

SECRETARY OF STATE

MEN'S RECREATION CENTER

BILLIARDS AREA

1 pool table (cue rack and cues)
2 stools

CARD AREA

3 card tables
12 chairs
1 backgammon table
2 stools for backgammon table

KITCHEN

1 refrigerator
1 range
1 dishwasher

MEN'S SMALL CARD AREA

2 tables
8 chairs

MEN'S EXERCISE AREA

1 universal gym
1 glider
2 bicycles
1 jogger
1 bench

AMENDED
EXHIBIT G
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

DESCRIPTION OF APARTMENTS, "RECREATION AREAS",
"RECREATION FACILITIES" AND PERSONAL PROPERTY
IN PHASE III

1. Description of Apartments in Phase III:

(Note 1) Apartment Types	Number of Apartments	Number of Bedrooms Per In- dividual Apartment	Number of Baths Per Individual Apartment	Approx. Total Square Feet
III-A	40	2 (Note 2)	2	1284
III-B	16	3 (Note 2)	2	1730
III-C	16	1	1-1/2	1017
III-E	23	2	2	1583.5
III-F	15	3	2-1/2	1750.5
III-G (Rec. Unit)	1	0	1	1387
III-H (Rec. Unit)	1	0	1	1583.5

Total Number of
Apartments in
Building C, Phase III 112

Note 1: Please see Exhibit C-3 to the Declaration to determine Apartment Types.

Note 2: One of the bedrooms listed is a den which may be converted into a bedroom.

2. Description of "Recreation Areas" and "Recreation Facilities":

The Recreation Area in Phase III for common use of Apartment Owners in Porta Bella South/West will be comprised of an outdoor swimming pool having a surface area of approximately 1,300 square feet, containing approximately 43,300 gallons of water, having a minimum depth of 3 feet and a maximum depth of 6 feet and surrounded by an approximately 4,775 square foot pool deck.

The Recreation Facilities in Phase III for the common use of apartment owners in Porta Bella South/West and Porta Bella East are comprised of (a) a Women's Recreation Center located within a recreation unit (Apartment C-129) on the first floor of Building C containing approximately 1,387 square feet containing the following: a party area and card area, women's exercise area, kitchen, card area, bathroom and foyer; (b) a Men's Recreation Center located within a recreation unit (Apartment C-130) on the first floor of Building C containing approximately 1,583.5 square feet containing the following: billiards

B3364 P0297

area, card area, kitchen, men's small card area, men's exercise area, bathroom and foyer; (c) two areas each of approximately 12,960 square feet and each containing two tennis courts; (d) an area containing one tennis court of approximately 7,200 square feet; and (e) four shuffleboard courts containing approximately 1,360 square feet.

3. List of Personal Property for Phase III which will be provided by Developer if Phase III is submitted to condominium ownership pursuant to amendment to this Declaration:

POOL FACILITIES

30 chaise lounges	1 life preserver
12 umbrellas	1 life saving hook
12 tables	1 chickee hut
48 chairs	1 bar
4 barbecues	1 heater
6 ashtrays	1 chlorinator and filter
3 trash cans	1 shower

WOMEN'S RECREATION CENTER

PARTY AREA AND CARD AREA

1 couch
1 love seat
1 cocktail table
1 end table
1 lamp

CARD AREA

3 card tables
12 chairs
drapes
wall covering
floor covering

WOMEN'S EXERCISE AREA

1 bench
2 bicycles
1 jogger
1 twister
1 hip machine
1 glider

KITCHEN

1 refrigerator
1 stove
1 dishwasher

MEN'S RECREATION CENTER

BILLIARDS AREA

1 pool table (cue rack and cues)
2 stools

CARD AREA

3 card tables
12 chairs
1 backgammon table
2 stools for backgammon table

KITCHEN

1 refrigerator
1 range
1 dishwasher

MEN'S SMALL CARD AREA

2 tables
8 chairs

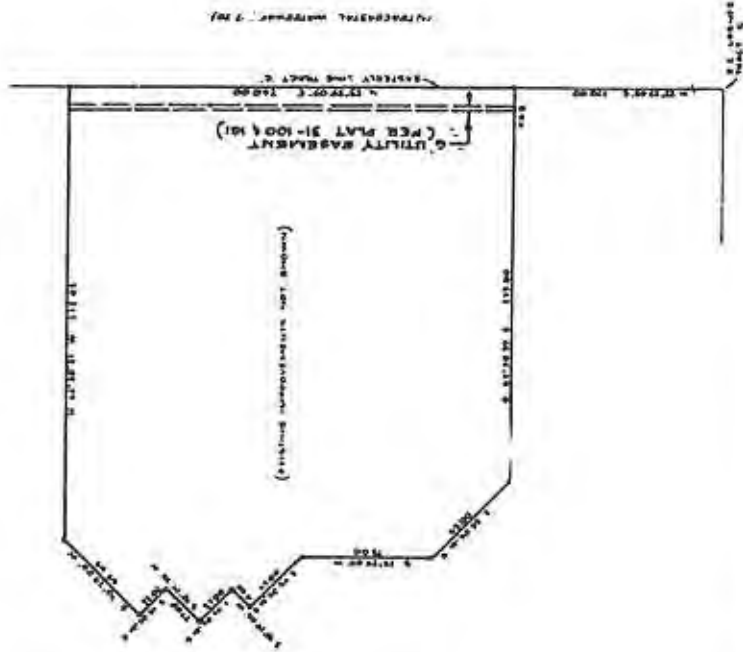
MEN'S EXERCISE AREA

1 universal gym
1 glider
2 bicycles
1 jogger
1 bench

B3364 P0298

B3364 P0299

AMENDED
EXHIBIT 'H' TO THE
DECLARATION OF CONDOMINIUM OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM
PHASE II SURVEY



NOTES:
1. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
2. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
3. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
4. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
5. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
6. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
7. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
8. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
9. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
10. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.

NOTES:
1. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
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9. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.
10. The survey was made by the Surveyor General of the State of Florida, and the same is hereby certified to be correct.

POST, BUCKLEY, SCHUB & JERNIGAN, INC.
CONSULTING ENGINEERING AND PLANNING

NO.	DATE	REVISION
1	10/1/77	AS SHOWN
2	10/1/77	AS SHOWN
3	10/1/77	AS SHOWN
4	10/1/77	AS SHOWN
5	10/1/77	AS SHOWN
6	10/1/77	AS SHOWN
7	10/1/77	AS SHOWN
8	10/1/77	AS SHOWN
9	10/1/77	AS SHOWN
10	10/1/77	AS SHOWN

AMENDED
EXHIBIT I
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

DESCRIPTION OF APARTMENTS
IN PHASE IV

Description of Apartments in Phase IV:

<u>(Note 1)</u> <u>Apartment Types</u>	<u>Number of</u> <u>Apartments</u>	<u>Number of</u> <u>Bedrooms</u> <u>Per In-</u> <u>dividual</u> <u>Apartment</u>	<u>Number of</u> <u>Baths Per</u> <u>Individual</u> <u>Apartment</u>	<u>Approx.</u> <u>Total</u> <u>Square</u> <u>Feet</u>
IV-A	16	2 (Note 2)	2	1284
IV-B	15	3 (Note 2)	2	1730
IV-C	32	1	1-1/2	1017
IV-D	1	2	2	1420
IV-E	16	2	2	1583.5
IV-F	8	3	2-1/2	1750.5

Total Number of
Apartments in
Building D, Phase IV 88

Note 1: Please see Exhibit C-4 to the Declaration to determine Apartment Types.

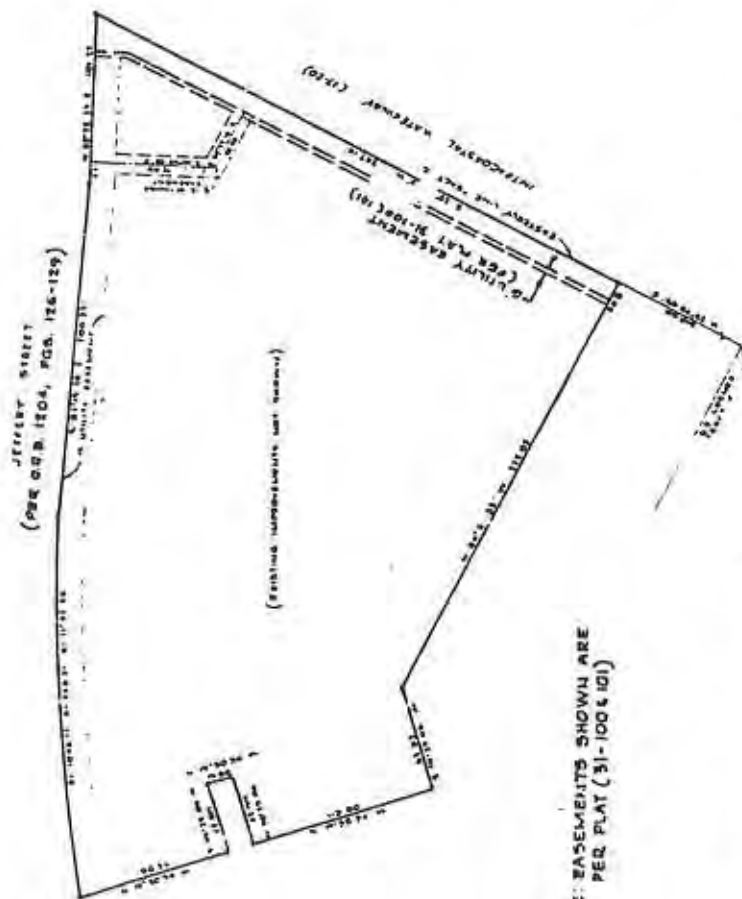
Note 2: One of the bedrooms listed is a den which may be converted into a bedroom.

B3364 P0300

AMENDED
EXHIBIT 'J' TO THE
DECLARATION OF CONDOMINIUM OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM
PHASE II SURVEY

[illegible]

1. The first step is to identify the problem. In this case, the problem is that the system is not working properly. The user has reported that the system is not working properly, and the user has provided some information about the problem. The first step is to identify the problem.



NOTE: EASEMENTS SHOWN ARE
PER PLAY (31-100 & 101)

POST, BUCKLEY, SCHUH & JERNIGAN, INC.
 1000 17th St. N.W. Washington, D.C. 20036
 (202) 462-1000

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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AMENDED
EXHIBIT K
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

DESCRIPTION OF APARTMENTS, "RECREATION AREA"
AND PERSONAL PROPERTY IN PHASE V

1. Description of Apartments in Phase V:

(Note 1) Apartment Types	Number of Apartments	Number of Bedrooms Per In- dividual Apartment	Number of Baths Per Individual Apartment	Approx. Total Square Feet
V-A	16	2 (Note 2)	2	1284
V-B	15	3 (Note 2)	2	1730
V-C	32	1	1-1/2	1017
V-D	1	2	2	1420
V-E	24	2	2	1583.5
V-F	7	3	2-1/2	1750.5
V-F-1	1	2	1-1/2	1367

Total Number of
Apartments in
Building E, Phase V 96

Note 1: Please see Exhibit C-5 to the Declaration to determine Apartment Types.

Note 2: One of the bedrooms listed is a den which may be converted into a bedroom.

2. Description of "Recreation Area":

The Recreation Area in Phase V for common use of Apartment Owners in Porta Bella South/West will be comprised of: an outdoor swimming pool having a surface area of approximately 1,300 square feet, containing approximately 43,300 gallons of water, having a minimum depth of 3 feet and a maximum depth of 6 feet and surrounded by an approximately 4,775 square foot pool deck.

3. List of Personal Property for Phase V which will be provided by Developer if Phase V is submitted to condominium ownership pursuant to amendment to this Declaration:

POOL FACILITIES

30 chaise lounges	1 life preserver
12 umbrellas	1 life saving hook
12 tables	1 chickee hut
48 chairs	1 bar
4 barbecues	1 heater
6 ashtrays	1 chlorinator and filter
3 trash cans	1 shower

B3364 P0302

AMENDED
EXHIBIT L
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

STATE OF FLORIDA

DEPARTMENT OF STATE



I, BRUCE A. SMATHERS, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 24th day of January, A.D., 1975
as shown by the records of this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
24th day of January,

A.D., 1975

Bruce A. Smathers

SECRETARY OF STATE

B3364 F0303

2011-12-15
12:25

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ARTICLES OF INCORPORATION

OF

PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit

In order to form a Corporation under and in accordance with the provisions of the laws of the State of Florida, for the formation of a Corporation Not For Profit, Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves together into a Corporation for the purposes and with the powers hereinafter designated, and to that end we do, by these Articles of Incorporation, certify as follows:

ARTICLE I

NAME

The name of the Corporation shall be Porta Bella Yacht & Tennis Club Condominium Association, Inc., a Corporation Not For Profit, which is referred to herein as the Association.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Florida Statute 711.12 to operate and manage Porta Bella East, a condominium to be established in accordance with the laws of the State of Florida, upon property, situated in the City of Boca Raton, Palm Beach County, Florida. The Association shall also manage and operate Porta Bella South and Porta Bella West (to be situated adjacent to Porta Bella East) if and when such condominiums are constructed and completed (see Exhibit "A"). All Unit Owners in said condominiums shall automatically upon closing the purchase of a Unit, become a Member of Porta Bella Yacht & Tennis Club Condominium Association, Inc.

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FILED
JAN 24 2 55 PM '75
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

WHEREAS, PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association") is the entity responsible for the operation of Porta Bella South/West, A Condominium, in accordance with the Declaration of Condominium recorded in Official Records Book 2957, Page 920, of the Public Records of Palm Beach County, Florida, and all amendments thereto (the "Declaration"); and

WHEREAS, Article XIV of the Declaration contains certain Occupancy and Use Restrictions for the benefit of the Association and the Apartment Owners; and

WHEREAS, the Association wishes to incorporate certain additions and amendments to Article XIV of the Declaration regarding restrictions on pets; and

WHEREAS, the Association has resolved to amend the Declaration to incorporate these changes in accordance with the provisions of Article XXVI of the Declaration.

NOW, THEREFORE, this is to certify that:

1. The attached Resolution is a true copy of the Resolution amending the Declaration for the purpose of altering the restrictions on keeping pets in an apartment. This Resolution was adopted by the vote of the required number of Apartment Owners at a Special Meeting of the Apartment Owners held on the 22nd day of May, 1980, and by the Board of Directors of the Association at a Special Meeting of the Board of Directors held on the 30th day of May, 1980.

2. The adoption of the Resolution appears in the minutes of the Association and is unrevoked.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed by the Association, this 2nd day of JUNE, 1980.

WITNESSES:

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

[Signature]

By: *[Signature]*
President

[Signature]

Attest: *[Signature]*
Secretary

(Corporate Seal)

PREPARED BY:
RETURN TO:

STEPHEN D. McCANN
HUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

99 161126

2022 15 14 3 12

19.60

83364 P0226

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss.

I HEREBY CERTIFY that on this day personally appeared
before me, an officer duly authorized to take acknowledgments,
John J. Galy, and Hugh Murphy,
the President and Secretary, respectively,
of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION,
INC., to me known to be the person who signed the foregoing
instrument as such officer, and he acknowledged that the
execution thereof was his free act and deed as such officer
for the uses and purposes therein expressed, and that the
said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and
County last aforesaid, this 2nd day of June,
1980.

Leon H. Galt

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 31, 1984
Bonded by the State of Florida

(SEAL)



B3364 P0227

RESOLUTION
OF BOARD OF DIRECTORS AND CLASS MEMBERS
(APARTMENT OWNERS IN
PORTA BELLA SOUTH/WEST, A CONDOMINIUM)
OF
PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

RESOLVED, that Paragraph F of Article XIV of the Declaration of Condominium of Porta Bella South/West, A Condominium, recorded in Official Records Book 2957, Page 920, of the Public Records of Palm Beach County, Florida, be amended in its entirety to read as set forth in Exhibit "1" attached hereto and made a part hereof.

B3364 P0228

EXHIBIT 1

F. No pet shall be allowed on or kept in any portion of the Condominium Property without the prior written approval of the Association (or the Developer in the event the Apartment Owner purchases his Apartment from the Developer); which approval may be unreasonably withheld. Should an Apartment Owner be allowed to keep a pet in his Apartment pursuant to the Association's or Developer's written approval, as the case may be, and should the pet die or not continue to live in the Apartment, the Apartment Owner shall not be permitted to replace such pet without the Association's prior written approval. ~~Each household may own only one dog or one cat not over twenty-five pounds at maturity shall be permitted and allowed to remain only if not a nuisance to other Apartment Owners. An Apartment Owner, by his purchase of an Apartment, agrees to indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Condominium Property. If a dog or other animal becomes obnoxious to other Apartment Owners by barking or otherwise, the Apartment Owner thereof must cause such problem to be corrected, and, if it is not corrected, the Apartment Owner, upon written notice by the Association, will be required to permanently remove such animal from the Condominium Property. An Apartment Owner shall keep any other animals, livestock or poultry in his Apartment, nor may any of the same be raised, bred or kept upon any portion of the Condominium Property.~~

F. As of the effective date of this Amendment, an Apartment Owner shall not keep or permit any pet in his Apartment, nor shall any Apartment Owner keep any other animals, livestock or poultry, nor may any of the same be raised, bred or kept upon any portion of the Condominium Property. Except as may be hereinafter provided, this prohibition shall apply to family members of the Apartment Owner and guests. Notwithstanding the foregoing, Apartment Owners owning pets, as permitted by the Rules and Regulations of the Association prior to the adoption of this Amendment to the Declaration ("Permitted Pets"), shall be allowed to keep such pets in accordance with the terms and provisions hereinafter contained. Further, in the event of the death of a Permitted Pet, said Apartment Owner shall be, subject to the approval of the Board, which shall not be unreasonably withheld, allowed to replace it with another pet not in excess of twenty-five pounds; provided, however, that if any

Coding: Words in struck through type are deletions; words underlined are additions.

B3364 P0229

Apartment Owner currently owns more than one (1) Permitted Pet in accordance with the Rules and Regulations of the Association, the Apartment Owner shall be allowed to replace only one (1) of such pets and shall not do so except upon the death of the last surviving pet which the Apartment Owner presently owns. Apartment Owners owning pets allowed under this Paragraph shall keep such pets leashed at all times while such pets remain on the Condominium Property outside the confines of such Apartment Owner's Apartment. Pets which are small enough shall be hand carried while inside buildings on the Condominium Property. Apartment Owners shall be solely and individually responsible for any damage to the Condominium Property occurring as a result of, or caused by, their pet; and, in addition, shall be responsible for maintaining the Condominium Property free from litter or excrement which may be caused by their pet.

B3364 P0230

JOINDER AND CONSENT

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA, d/b/a
PORTA BELLA PROPERTIES hereby joins in and consents to the
Certificate of Amendment to which this Joinder and Consent
is attached.

WITNESSES:

Dee K. Beall
Eva E. White

AMERICAN BANKERS LIFE ASSURANCE
COMPANY OF FLORIDA d/b/a
PORTA BELLA PROPERTIES

By: John F. Daley
Attest: Charla McLauchlin

(SEAL)

STATE OF FLORIDA)
: SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before
me, an officer duly authorized to take acknowledgments, John F. Daley
and Charla McLauchlin the Vice President
and Assistant Secretary respectively, of AMERICAN BANKERS LIFE
ASSURANCE COMPANY OF FLORIDA d/b/a PORTA BELLA PROPERTIES, to me
known to be the persons who signed the ... going instrument as
such officers and they severally acknowledged that the execution
thereof was their free act and deed as such officers for the uses
and purposes therein mentioned, and they affixed thereto the
official seal of said corporation, and that the said instrument
is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this 5 day of September, 1980.

Dee K. Beall
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 25, 1982
Bonded thru Maynard Bonding Agency

(SEAL)

B3364 P0231

John B. Gunkle
Clerk Circuit Court

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM
RECORDED IN OFFICIAL RECORDS BOOK 2957,
PAGE 920 OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA

30 161127
WHEREAS, AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA, a Florida corporation, doing business as PORTA BELLA PROPERTIES ("Developer"), recorded a Declaration of Condominium of Porta Bella South/West, A Condominium in Official Records Book 2957, Page 920 of the Public Records of Palm Beach County, Florida ("Declaration");

30 161127
WHEREAS, the Articles of Incorporation, as amended, of Porta Bella Yacht & Tennis Club Condominium Association, Inc. (the "Association") attached to the Declaration as Exhibit H have been amended pursuant to an Amendment thereto filed with the Secretary of State of the State of Florida; and

30 161127
WHEREAS, the Declaration contemplates a "Phase Condominium" as provided for by Section 718.403, Florida Statutes, 1976, as amended (the "Act") to be developed in three (3) "Phases" and submitted Phase I to the condominium form of ownership; and

30 161127
32560
WHEREAS, "Apartment Owners" (as defined in the Declaration) and the Board of Directors of the Association have resolved to amend the Declaration in accordance with the requirements of Paragraph XXVI A of the Declaration and Section 718.110 of the Act to provide for five (5) Phases by dividing Phase III into Phases III, IV and V and certain other changes.

NOW, THEREFORE, THIS IS TO CERTIFY THAT:

1. The attached Resolution is a true copy of a Resolution amending the Declaration for the purpose of providing for five (5) Phases by dividing Phase III into Phases III, IV and V and making certain other changes as more particularly set forth on Exhibit A to the Resolution. The attached Resolution

83364 P0232
PREPARED BY:
RETURN TO:

STEPHEN D. McCANN
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

The Association will undertake the performance of such acts and duties as are incident to the operation and management of said Condominium(s) in accordance with the terms and conditions for said operation and management as set forth and provided for in these Articles of Incorporation and as will be provided for in the By-Laws and Rules and Regulations of the Association, and as may be contained in the formal Declaration(s) of Condominium for each said Condominium which shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE III

POWERS

The Association shall have the following powers:

1) The Association shall have all powers and privileges granted to Corporations Not For Profit by all applicable laws of the State of Florida, including but not limited to Chapter 711 and Chapter 617 of the Florida Statutes, except as limited by and as further stated in these Articles of Incorporation and the Declaration(s) of Condominium above referred to.

2) Furthermore, the Association shall have all additional powers as are reasonably necessary and inf. able in order to operate the Condominium Property in accordance with Florida Law and to effect any and all of the purposes for which the Corporation is organized, in accordance with the provisions of the Declaration(s) of Condominium these Articles of Incorporation and such By-Laws and Rules and Regulations as may be promulgated and amended from time to time, including but not limited to the following:

(a) To make and establish Rules and Regulations governing the use of and restrictions upon Condominium Units, Common Elements and Limited Common Elements, located in Porta Bella East and Porta Bella South and Porta Bella West if and when constructed (hereinafter collectively referred to as "Porta Bella") as said terms may be defined in the Declaration(s) of Condominium to be recorded.

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(b) To levy and collect assessments against Members of the Association to defray the Common Expenses of the Condominium and any losses in the operation of the Condominium that may occur as are provided in the Declaration(s) of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the power and right to levy and collect assessments for the purpose of acquiring, operating, leasing and managing and otherwise trading and dealing with such property whether real or personal, including Condominium Units which may be necessary to or convenient in the operation and management of Porta Bella, and to maintain these property interests; and in acquiring title to Condominium Units in accordance with a right of first refusal, to levy assessments for the purpose of maintaining same, and to levy and collect all assessments which are necessary to accomplish the purposes set forth in the Declaration of Condominium.

(c) To assess for Common Expenses, the need for which is created by emergency, which expenses cannot be paid from the regular assessment budget.

(d) To maintain, repair, replace, improve, operate and manage Porta Bella and the real and personal property comprising same, including the right to reconstruct improvements after casualty; to make further improvements to the Condominium Property; and, to make and enter into contracts to accomplish said purpose.

(e) To purchase insurance coverage for the Condominium Property and insurance coverage for the protection of the Association and its Members as Condominium Parcel Owners.

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(f) To levy and collect a special escrow reserve assessment for the purpose of establishing, and in the amount necessary to establish, an insurance reserve account to equal amounts specified in the deductible clause of the Master Insurance Policy to be procured by the Association to cover risks allocable to the Common Elements and Limited Common Elements of the Condominium by way of damage resulting from windstorm, fire, casualty and other risks, which the Association shall deem advisable to insure against.

(g) To contract with third party contractors for the management of Porta Bella, and to delegate to such third parties all of the powers and duties of the Association, except those which may be specifically regarded by the Declaration of Condominium as requiring approval of the Board of Directors or Members of the Association.

(h) To acquire and enter into Leases and Agreements whereby the Association acquires leaseholds in lands, whether or not contiguous to the Condominium Property for purposes consistent with the needs of the Condominium.

The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An account for each unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the dates and

B3364 P0307

amounts in which the assessments become due, the amounts paid upon the account and the balance due.

(j) To enforce the provisions of the Declaration(s) of Condominium, these Articles of Incorporation and the By-Laws and Rules and Regulations, which may be hereafter adopted, relating to the use of Porta Bella by whatever legal means are available under the laws of the State of Florida.

(k) The powers of the Association shall be subject to and shall be executed in accordance with the provisions of the Declaration(s) of Condominium and By-Laws.

ARTICLE IV

QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION: VOTING RIGHTS OF MEMBERS

The qualifications of the Members of the Association, the manner of their admission to membership and the voting rights of Members shall be as follows:

1) Only the record Owners of Condominium Units in Porta Bella shall be Members of the Association and no other persons shall be entitled to Membership. In the event of and after termination of the Condominium, the Members shall consist of those individuals who are Members at the time of such termination, their successors and assigns.

2) Membership shall be established by the acquisition of Fee Simple title to a Condominium Unit in Porta Bella, pursuant to the applicable provisions, requirements and conditions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws and Rules and Regulations of the Association. The Membership of any part shall be automatically terminated upon a divestiture of Ownership interest in a Condominium Unit, except that nothing herein contained shall be construed as terminating the Membership of any party who may have a Fee Ownership

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interest in two or more Condominium Units so long as such party shall retain a Fee Ownership interest in any Condominium Unit.

3) The interest of a Member in the funds and assets of the Association cannot be assigned or hypothecated in any manner (other than for the purpose of securing institutional financing), except as an appurtenance to his Condominium Unit. The funds and assets of the Association shall belong solely to the Association and can only be utilized for the benefit of the Association and the Membership as a whole, for the purposes authorized herein and in accordance with the provisions of the Declaration(s) of Condominium, By-Laws and Rules and Regulations which may be hereafter adopted.

4) On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Condominium Unit in Porta Bella, which vote may be exercised or cast by the Owner or Owners of each Condominium Unit in such manner as may be provided in the By-Laws hereafter adopted by the Association. Should any Member own more than one Condominium Unit, such Member shall be entitled to exercise or cast votes in the manner provided or limited by said By-Laws.

5) Until such time as the Condominium Property and the improvements which may be hereafter constructed thereon are submitted to a Plan of Condominium Ownership by the recordation of a Declaration of Condominium, the Membership of the Corporation shall be comprised of the Subscribers to these Articles, each of which Subscriber shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

ARTICLE V

EXISTENCE

The Association shall have perpetual existence unless the Association is terminated sooner by the unanimous vote of its Members.

ARTICLE VI

NAMES AND RESIDENCES OF SUBSCRIBERS

The Subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as Members of the first Board of Directors of the Corporation, the names of which Subscribers and their respective addresses are set forth in Article VIII.

ARTICLE VII

OFFICERS, ELECTION AND APPOINTMENT

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine at its first meeting following the Annual Meeting of the Membership, which officers shall serve at the pleasure of the Board. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however that the office of the President and Vice President shall not be held by the same person nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the Vice Presidents, Secretary and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the direction of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the

administration of the operation and management of Porta Bella and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a Member of the Corporation or a Director or Officer of the Corporation, as the case may be.

ARTICLE VIII

OFFICERS AND DIRECTORS WHO SHALL SERVE UNTIL THE FIRST ELECTION OR APPOINTMENT UNDER THE ARTICLES OF INCORPORATION

PRESIDENT/DIRECTOR	Mr. Merrill Yarbrough 4100 N.W. 88th Avenue Coral Springs, Florida 33065
SECRETARY/DIRECTOR -	Mr. Richard L. Brenner 600 Brickell Avenue Miami, Florida 33131
TREASURER/DIRECTOR	Mr. Charles Rowan 4100 N.W. 88th Avenue Coral Springs, Florida 33065

ARTICLE IX

NUMBER OF PERSONS CONSTITUTING THE FIRST BOARD OF DIRECTORS AND SELECTION OF CERTAIN DIRECTORS BY DEVELOPER

The number of Members of the first Board of Directors of the Association shall be no less than three (3) nor more than fifteen (15) as provided in the By-Laws of the Association. The Members of the Board of Directors shall be elected by the Members of the Association at the annual meeting of the Membership as provided by the By-Laws and subject to the following:

When Unit Owners other than the Developer own 15% or more of the Units in all phases of Porta Bella, i.e. Porta Bella East, Porta Bella West and Porta Bella South, said Owners shall be entitled to elect not less than 1/3 of the Members of the Board of Directors of the Association. Said Owners shall be entitled to elect a majority of the Board of Directors of the Association three years after sales by the Developer have been closed of 75% of the Units, or three months after 90% of Units have been closed, whichever shall first occur. The Developer shall be entitled to elect not less than one Member of the Board of Directors of the Association as long as the Developer holds for sale, in

the ordinary course of business, any Unit in any phase of Porta Bella. Subject to the foregoing the Developer shall have the right to designate and select a majority of the persons who serve as Members of each Board of Directors of the Association. Whenever the Developer shall be entitled to designate and select any person to serve on any Board of Directors of the Association, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, and the Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any Director so removed for the remainder of the unexpired term of any Director so removed. Any Director designated and selected by the Developer need not be a resident of any phase of Porta Bella. During the period of time in which the administrative control of Porta Bella is vested in Developer, the Developer shall cause the Directors to manage and operate Porta Bella for the use and benefit of all Owners. The election of a Board of Directors by the Unit Owners may be accelerated by Developer in its discretion, upon giving to it (20) days written notice of the same to all Unit Owners.

It is further agreed that the maintenance and operation to be performed by the Developer during the period when it controls the Board of Directors of the Condominium Association shall not include any extraordinary repairs or replacements, unless the same are covered by insurance or warranty.

ARTICLE X

BY WHOM THE BY-LAWS OF THE CORPORATION ARE TO BE MADE, ALTERED OR RESCINDED

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered or amended in the manner provided for in the By-Laws.

ARTICLE XI

AMENDMENT OF THE ARTICLES OF INCORPORATION

1) AMENDMENT BY DEVELOPER: Until a majority of the Board of Directors of the Association is elected by Unit Owners, these Articles of Incorporation and any amendments thereto may be amended as to any of the particulars contained therein by Developer in its sole discretion. This right to amend is subject to the following provisions:

(a) Developer cannot alter those portions of the Condominium Property's Common Elements which are intended to be, or are in fact, utilized solely for ingress and egress to and from Condominium Units, in a manner which would substantially affect said ingress and egress.

(b) Developer cannot make any substantial change in the purpose of the Association.

2) AMENDMENT BY BOARD OF DIRECTORS AND MEMBERS: Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the Members of the Association owning a majority of the Condominium Units in Porta Bella, whether meeting as Members or by written proxy. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or Members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other Officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or

Amendments (but when a regular meeting of the Association is to be held within forty (40) days from such notice to President, the above stated notice requirements shall be complied with as to the proposed Amendments which shall then be considered at the regular meeting), and it shall be the duty of the Secretary to give to each Member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the Member at his Post Office address as it appears on the records of the Condominium Association, the postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the Members owning not less than a majority of Condominium Units in Porta Bella in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments to these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Palm Beach.

County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any Member of the Association shall be recognized if such Member is not in attendance at such meeting or represented thereat by proxy, provided such written proxy vote, which can be in telegraphic form, is delivered to the Secretary of the Association at or prior to such meeting.

Notwithstanding the foregoing provisions of this Article XI, no Amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and appoint Members to each Board of Directors of the Association, as provided in Article IX hereof, may be adopted by the Association which would have the effect of changing the qualifications for Membership, changing the voting rights of Members, changing or modifying to any degree any of the use restrictions imposed upon the use of the Condominium Units, or interfering in any way whatsoever with perpetual easements reserved throughout the Condominium Property in favor of Developer, as provided in the Declaration of Condominium, without the prior written consent of the Developer.

ARTICLE XII

PRINCIPAL OFFICES OF ASSOCIATION

The principal offices of the Association shall be located at 799 East Jeffrey Street, Boca Raton, Florida 33432, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors including possessions of the United States or any foreign country.

ARTICLE XXII

INDEMNITY OF OFFICERS AND DIRECTORS OF ASSOCIATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding 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 in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 20th day of December 1974, at Boca Raton, Palm Beach County, Florida.

Merrill G. Harbrough [SEAL]
Merrill G. Harbrough

Richard L. Brenner [SEAL]
Richard L. Brenner

Charles Rowan [SEAL]
Charles Rowan

B3364 P0316

STATE OF FLORIDA]
] ss:
COUNTY OF PALM BEACH]

BEFORE ME, the undersigned authority, personally
appeared Merrill Yarbrough, Richard L. Brenner, and Charles Reuan

being by me first duly sworn, acknowledged that they
executed the foregoing Articles of Incorporation for the
purposes therein expressed, this 20th day of December
1974.

[SEAL]

Nida N. Koral

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 22, 1975
BONDED THAT GENERAL BILLS ACT UNLAWFUL

My Commission Expires

B3364 P0317

OFF REC. 2957 PAGE 986

AMENDMENT DELETING ORIGINAL EXHIBIT "A" AND REPLACING
IT WITH THIS NEW EXHIBIT "A".

EXHIBIT "A"

PORTA BELLA EAST

All of Tract B, PORTA BELLA, according to the plat
thereof recorded in Plat Book 31, Pages 100 and 101 of the
Public Records of Palm Beach County, Florida.

PORTA BELLA SOUTH

All of Tract C, PORTA BELLA, according to the plat
thereof recorded in Plat Book 31, Pages 100 and 101 of the
Public Records of Palm Beach County, Florida.

PORTA BELLA WEST (N. OF JEFFERY ST.)

All of Tract A, PORTA BELLA, according to the plat
thereof recorded in Plat Book 31, Pages 100 and 101 of the
Public Records of Palm Beach County, Florida.

PORTA BELLA WEST (S. OF JEFFERY ST.)

All of Tract D, PORTA BELLA, according to the plat
thereof recorded in Plat Book 31, Pages 100 and 101 of the
Public Records of Palm Beach County, Florida.

FILED
SEP 4 2 49 PM '75
CLERK OF DISTRICT COURT
PALM BEACH COUNTY, FLORIDA

B3364 P0318

OFF REC. 2957 PAGE 987

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on April 11, 1980, as shown by the records of this office.

The charter number of this corporation is 731721.



CER 101 Rev. 3-78

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of April, 1980.

A handwritten signature in cursive script, appearing to read "George Firestone", is written over the printed name.

George Firestone
Secretary of State

83364 P0319

AMENDMENT TO
ARTICLES OF INCORPORATION
OF
PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC.
(A Florida corporation not-for-profit)
Pursuant to Section 617.02,
Florida Not-For-Profit Corporation Act

WE, JOHN F. DALEY, President and HUGH MURPHY, Secretary of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association"), do hereby certify under the seal of said Association as follows:

1. This Association was originally incorporated on January 24, 1975 under Chapter 617 of the laws of the State of Florida.

2. That an amendment to the original Articles of Incorporation was filed with the Secretary of State of the State of Florida on September 4, 1972, which amendment deleted Exhibit A to the original Articles of Incorporation and replaced it with a new Exhibit A.

3. The original Articles of Incorporation of the Association, as amended, are hereby duly amended in accordance with the provisions of Paragraph 1 of Article XI of the Articles of Incorporation and the By-Laws of the Association and Section 617.02 of the Florida Not-For-Profit Corporation Act.

4. That the Association is the condominium association responsible for operating the following condominiums:

(a) Porta Bella East, a Condominium ("Porta Bella East") according to the Declaration of Condominium thereof, recorded in Official Records Book 2512, Page 1092, as amended by Certificates of Amendment to Declaration recorded in Official Records Book 2544, Page 1033, Official Records Book 2581, Page 306, Official Records Book 2664, Page 94 and Official Records Book 2664, Page 95, all of the Public Records of Palm Beach County, Florida; and

(b) Porta Bella South/West, A Condominium ("Porta Bella South/West") according to the Declaration of Condominium thereof, recorded in Offi-

B3364 P0320

cial Records Book 2957, Page 920 of the Public Records of Palm Beach County, Florida; and

5. That the Articles of Incorporation of the Association are attached as an exhibit to the aforementioned Declaration of Condominium for Porta Bella East; and

6. That the Articles of Incorporation with an amended Exhibit A attached thereto ("Articles") are attached to the aforementioned Declaration of Condominium for Porta Bella South/West; and

7. That, until a majority of the Board of Directors of the Association is elected by the Unit Owners, American Bankers Life Assurance Company of Florida, doing business as Porta Bella Properties ("Developer") alone, in accordance with Article XI, Paragraph 1 of the Articles, has the authority to amend the Articles to clarify that the Association shall be responsible for operating Porta Bella South/West and provide for class voting by members of the Association on matters affecting a particular class.

8. That the Unit Owners have not yet elected a majority of the Board of Directors of the Association.

NOW THEREFORE, the Developer hereby amends the Articles as follows:

A. The second sentence of the first paragraph of Article II of the Articles is hereby amended to read as follows:

"The Association shall also manage and operate Porta Bella South/West as described in the Declaration of Condominium thereof and any amendments thereto."

B. Article IV of the Articles is hereby amended by adding Paragraphs 6, 7 and 8 as follows:

"6) Membership in the Association shall be divided into classes with the Unit Owners of each Porta Bella Condominium constituting a separate class ('Class'). Unit Owners in Porta Bella East are 'East Members'. Unit

Owners in Porta Bella South/West are 'South/West Members'.

7) Special meetings of a Class ('Class Meeting') shall be held when called by the President or by a majority of the Board of Directors and must be called by the officers upon receipt of a written request from a majority of the members of a Class. A written notice of a Class Meeting shall be given to each Member of the Class in accordance with the notice provisions in the By-Laws for Special Members' Meetings. The President shall preside at all Class Meetings. In the absence of the President, a Vice President selected by a majority of the Board of Directors shall preside at such meeting.

8) With respect to voting, the following provisions shall prevail:

(a) Either the Membership as a whole shall vote or the Class shall vote, which determination shall be made in accordance with subparagraphs 7(b), 7(c) and 7(d) immediately below. However, in any event, each Unit entitled to vote shall have one (1) vote, which vote shall be exercised and cast in accordance with the applicable Declaration of Condominium, these Articles and the By-Laws ("Condominium Documents").

(b) In matters that require a vote, voting shall take place as follows:

(i) Matters substantially pertaining to Porta Bella East shall be voted upon only by East Members and matters substantially pertaining to

B3364 P0322

Porta Bella South/West shall be voted upon only by South/West Members and shall be determined by a majority vote of the members of a Class in attendance in person or represented by a written proxy at any Class meeting having a proper quorum. However, if the question is one which by express provision of the Condominium Act (Chapter 718, Florida Statutes) or the Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Condominium Act) requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question. A quorum of any Class Meeting shall consist of persons entitled to cast a majority of the vote of such Class. The joinder of a Member of the applicable Class in the action of a Class Meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(ii) Matters substantially pertaining to the Association or to Porta

83364 P0323

Bella as a whole shall be voted on by the Membership as a whole and shall be determined by a vote of the majority of the Membership in attendance in person or represented by a written proxy at any meeting having a proper quorum (as determined in accordance with the By-Laws). However, if the question is one which by express provision of the Condominium Act (Chapter 718, Florida Statutes) or the Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Condominium Act) requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

(c) Any decision as to whether a matter substantially pertains to a particular Porta Bella Condominium for purposes of Class voting or to the Association or Porta Bella as a whole for purposes of Membership voting shall be determined solely by the Board.

(d) Notwithstanding the foregoing, the election of Directors shall be by the Membership as a whole and not by the members of a Class."

C. Exhibit A to the Articles is hereby deleted.

IN WITNESS WHEREOF, we, John F. Daley, President and Hugh Murphy,

Secretary of the Association have hereunto affixed our signatures and caused the corporate seal of the Association to be affixed this 10th day of April, 1950.

Witnesses:

John F. Daley
John F. Daley, President
Hugh Murphy
Hugh Murphy, Secretary
(SEAL)

STATE OF FLORIDA)
COUNTY OF) SS.

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared JOHN F. DALEY and HUGH MURPHY, the President and Secretary, respectively, of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the corporation described in the foregoing Amendment to the Articles of Incorporation, known to me personally to be such and they duly executed said Amendment to the Articles of Incorporation before me and acknowledged that said Amendment to the Articles of Incorporation to be their free act and deed and made on behalf of the Corporation; that the signatures of said President and of the Secretary of said Corporation to the said foregoing Amendment to the Articles of Incorporation are in the handwriting of the said President and of the Secretary of said Corporation, respectively, and that the seal affixed to said Certificate is the corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of April, 1950.

Barbara L. Lipton
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 19, 1953
Registered with the State of Florida

83364 P0375

JOINDER AND CONSENT

Developer joins in and consents hereto for the purpose of evidencing that Developer has caused the Articles to be amended as heretofore set forth.

AMERICAN BANKERS LIFE ASSURANCE
COMPANY OF FLORIDA d/b/a PORTA
BELLA PROPERTIES

One K. Peall
Lora Ann Smith

By: John F. Daley

Attest: Louis Stinson, Jr.

(SEAL)

STATE OF FLORIDA)
 : SS.
COUNTY OF)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared JOHN F. DALEY and LOUIS STINSON, JR., the VICE PRESIDENT and SECRETARY respectively, of AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA d/b/a PORTA BELLA PROPERTIES, to me known and known by me to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of APRIL, 1960.

One K. Peall
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 25, 1962
Bonded thru Maynard Bonding Agency

93364 P0326

EXHIBIT M
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

BY-LAWS

OF

PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not for Profit under the
laws of the State of Florida)

1. IDENTITY

These are the By-Laws of Porta Bella Yacht & Tennis Club Condominium Association, Inc., a Corporation Not for Profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State of the State of Florida on January 24, 1975. Porta Bella Yacht & Tennis Club Condominium Association, Inc., hereinafter called "Association", has been organized for the purpose of administering the operation and management of Porta Bella East, a Condominium, a Condominium Property established or to be established in accordance with the laws of the State of Florida, and Porta Bella West and Porta Bella South, if and when constructed. Hereafter in these By-Laws, Porta Bella East and Porta Bella West and Porta Bella South, if and when constructed are collectively referred to as "Condominium".

a) The provisions of these By-Laws are applicable to the Condominium and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and that which may be contained in the formal Declaration(s) of Condominium to be recorded in the Public Records of Palm Beach County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to the Plan of Condominium Ownership. The terms and provisions of said Articles of Incorporation and Declaration(s) of Condominium are to be controlling whenever the same may be in conflict.

b) All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws, the Articles of Incorporation and Declaration(s) of Condominium.

c) The initial office of the Association shall be at 700 East Jeffery Street, Boca Raton, Florida.

d) The seal of the Association shall bear the name of the Association, abbreviated if necessary, the word "Florida", and words "Corporation Not for Profit", and the year of incorporation, an impression of which seal is as follows:



2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a) The qualification of Members, the manner of their admission to Membership, termination of such Membership and voting by Members shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference. Should two (2) or more Condominium Units be used by a single owner as one (1) dwelling unit by connecting the same in a manner approved by the Board of Directors, the same shall not in any manner affect or destroy the separateness of such Condominium Units for voting purposes of any other purpose.

b) A quorum at Members' Meetings shall consist of persons entitled to cast a majority of the votes of the entire Membership. The joinder of a Member in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

c) The vote of the owners of a Condominium Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the Condominium Unit and filed with the Secretary of the Association and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose. The person named in any such Certificate shall have the right to designate proxy or proxies to cast the vote of the owners of the Condominium Unit who have executed such Certificate.

Wherever any Condominium Unit is owned by husband and wife, absent any notice by them to the contrary, the husband or wife, as the case may be, shall be treated and regarded as the agent and proxy of the other when in attendance at any Membership meeting for the purpose of determining a quorum and casting the vote for each Condominium Unit owned by them without the necessity of filing a Certificate.

d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. No one person shall be designated to hold more than five (5) proxies.

e) Approval or disapproval of a Condominium Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

f) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration(s) of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Condominium Units represented at any duly called Members' Meeting at which a quorum is present shall be binding upon the Members.

3. INITIAL, ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a) The initial Meeting of Members shall be held when Unit Owners other than the Developer own 15% or more of the Units in all phases of Porta Bella; the Owners shall be entitled to elect not less than 1/3 of the members of the Board of Directors of the Association. Said Owners shall be entitled to elect a majority of the members of the Board of Directors of the Association three years after sales by the Developer have been closed of 50% of the Units, or 3 months after 90% of Units have been closed,

→ whichever shall first occur. The developer shall be entitled to elect not less than one member of the Board of Directors of the Association as long as the Developer holds for sale, in the ordinary course of business, any Unit in the Condominium. Subject to the foregoing the Developer shall have the right to designate and select a majority of the persons who serve as members of each Board of Directors of the Association. Whenever the Developer shall be entitled to designate and select any person to serve on any Board of Directors of the Association, in the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, the Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any Director so removed for the remainder of the unexpired term of any Director so removed. Any Director designated and selected by the Developer need not be a resident of any phase of Porta Bella. The election of a Board of Directors by the Unit Owners may be accelerated by Developer, in its discretion, upon giving twenty (20) days written notice of the same to all Unit Owners.

b) The Annual Members' Meeting shall be held at the office of the Association, at 10:00 A.M., or at such other place and time as the Board of Directors may designate, on the first Wednesday in November of each year for the purpose of electing Directors and for transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the Meeting shall be held at the same hour on the next succeeding Monday. The Board of Directors at their discretion, may change the time and date for holding of the Annual Membership Meeting, but in no event shall such Meeting be held prior to October 15th or later than December 31st of each year.

c) Special Members' Meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Officers upon receipt of a written request from Members of the Association owning a majority of the Condominium Units.

d) Notice of all Members' Meetings, Regular or Special, shall be given to each Member by the President, Vice President or Secretary of the Association or other Officer of the Association in absence of said Officers, unless waived in writing. Such notice is to be written or printed and is to state the time and place and object for which the Meeting is called. Such notice shall be given to each Member not less than ten (10) days nor more than thirty (30) days prior to the date set for such Meeting, which notice shall be mailed or presented personally to each Member within said time. If presented personally, receipt of such notice shall be signed by the Member indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such Member. If the necessary percentage of the Membership required to constitute a quorum has not attended, the Members who are present shall adjourn the Meeting from time to time until a quorum is present.

e) The President shall preside at all Members' Meetings. In the absence of the President, a Vice President selected by a majority of the Board of Directors shall preside at such meeting.

f) The order of business at the Annual Members' Meeting and as far as practical at any other Members' Meeting shall be:

B3364 P0329

- (i) Calling of the roll and certifying of proxies;
- (ii) Proof of notice of meeting or waiver of notices;
- (iii) Reading and disposal of any unapproved minutes;
- (iv) Report of Officers;
- (v) Reports of Committees;
- (vi) Appointment of Inspectors of Election by Chairman;
- (vii) Election of Directors;
- (viii) Unfinished Business;
- (ix) New Business;
- (x) Adjournment.

4. BOARD OF DIRECTORS

a) The first Board of Directors of the Association and succeeding Boards of Directors shall consist of three (3) persons. The number of Directors may be increased or decreased by vote of the Members of the Association but in no event shall consist of less than three (3) nor more than fifteen (15) persons. The Board of Directors shall be selected in accordance with the Articles of Incorporation which are incorporated herein by reference.

b) Election of Directors shall be conducted in the following manner:

- (1) Developer shall, at the beginning of the election of the Board of Directors, designate and select that number of the Members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of the Articles of Incorporation and these By-Laws and up to such designation and selection by Developer by written instrument presented to the Meeting at which such election is held. Said individuals so designated and selected by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.
- (ii) All Members of the Board of Directors who Developer shall not be entitled to designate and select under the terms and provisions of these By-Laws shall be elected by a plurality of votes cast at the Annual Meeting of Members of the Association immediately following the designation and selection of Members of the Board of Directors who Developer shall be entitled to designate and select.

OFF REC 2957 PAGE 991

B3364 P0330

- (iii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any directorship previously filled by any person designated and selected by Developer, such vacancy shall be filled by Developer designating and selecting by written instrument delivered to any Officer of the Association the successor Director to fill the vacated directorship for the unexpired term thereof.
- (iv) The term of office of each Director, whether designated and selected by Developer or elected by the Membership, shall be for one (1) year, expiring at the next Annual Meeting of the Membership, or until their successors are duly designated and/or elected and qualified, or any shorter period in the event of the removal of any Director in the manner elsewhere provided or as may be provided by law.
- (v) In the election of Directors, there shall be appurtenant to each Condominium Unit as many votes for Directors as there are Directors to be elected, provided, however, that no Member or Owner of any Condominium Unit may cast more than one (1) vote for each Condominium Unit owned by him for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.
- (vi) In the event that Developer, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, the said Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons to serve on said Board of Directors. Replacement of any person designated by Developer to serve on any Board of Directors of the Association shall be made by written instrument delivered to any Officer of the Association, which instrument shall specify the name of the person designated as successor to the person so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any Officer of the Association.

c) The organization Meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such time and place as shall be fixed by the Directors

83364 P0331

at the Meeting at which they were elected. No further notice of the organizational Meeting shall be necessary provided a quorum shall be present.

d) Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular Meetings shall be given to each Director personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such Meeting, unless notice is waived. Meetings of the Board of Directors shall be open to all Unit Owners. Notice of such Meetings shall be posted conspicuously at least forty-eight (48) hours in advance of such Meetings for the attention of Unit Owners, except in an emergency.

e) Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of any three (3) Members of the Board. Not less than three (3) days notice of a Meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the Meeting.

f) Any Director may waive notice of a Meeting before or after the Meeting and such waiver shall be deemed equivalent to the giving of notice.

g) A quorum at a Directors' Meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The action of the Board approved by a majority of the votes present at a Meeting at which a quorum is present shall constitute the action of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration(s) of Condominium. If any Directors' Meeting cannot be held because a quorum has not attended, the Directors who are present may adjourn the Meeting from time to time until a quorum is present. At any adjourned Meeting, any business which might have been transacted at the Meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a Meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

h) The Presiding Officer at Directors' Meetings shall be the Chairman of the Board if such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

i) Directors' fees, if any, shall be determined by the Members.

j) All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration(s) of Condominium and shall include, without limiting the generality of the foregoing, the following:

- (1) To make, levy and collect assessments against Members and Members' Condominium Units to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

B3364 P0337

- (iii) To maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its Members.
- (iii) To reconstruct improvements after any casualty and to further improve the property, real and personal.
- (iv) To make and amend regulations governing the use of the property, real and personal, in the Condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration(s) of Condominium.
- (v) To approve or disapprove proposed purchasers and lessees of Condominium Units in the manner which may be specified in the Declaration(s) of Condominium.
- (vi) To now or hereafter acquire and enter into Leases and Agreements of every nature.
- (vii) Minutes of all Meetings of Unit Owners and Board of Directors shall be kept in a businesslike manner and shall be made available for inspection by Unit Owners and Directors at all reasonable times.

k) The first Board of Directors of the Association shall be comprised of the three (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first Annual Meeting of the Members of the Association called after the property identified herein has been submitted to Condominium Ownership and the Declaration of Condominium for Porta Bella East has been recorded in the Public Records of Palm Beach County, Florida. Should any Member of said first Board of Directors be unable to serve for any reason, both of the remaining Members of the Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve.

l) The undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the Membership after the property identified herein has been submitted to Condominium Ownership and the Declaration of Condominium for Porta Bella East has been recorded in Palm Beach County Public Records, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable Condominium Documents.

m) Any one or more of the Members of the Board of Directors of the Association may be removed either with or without cause, at any time, by a vote of the Members owning fifty-one percent (51%) of the Condominium Units at any Special

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OFF 2957 PAGE 994

Meeting called for such purpose, or at the Annual Meeting; provided, however, that only Developer shall have the right to remove a Director appointed by it.

5. OFFICERS

a) The Officers of the Association shall be a President, who shall be a Director and as many Vice Presidents as the Board of Directors may deem necessary, a Treasurer and Assistant Treasurer, a Secretary and Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any Meeting. Any person may hold two or more offices, except that the President shall not also be the Vice President, Secretary or Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

c) One of the Vice Presidents shall, in the absence or disability of the President, exercise the powers and perform the duties of President. A Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

d) The Secretary shall keep the Minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of an Association. And as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of Treasurer. The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

f) The compensation of all Officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

g) All Officers shall serve at the pleasure of the Board of Directors and any Officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors.

OFF REC. 7957 PAGE 995

6. FISCAL MANAGEMENT

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

a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Condominium Unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following:

(i) Common Expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Elements, landscaping, street and walkways, office expense, management, utility services, casualty insurance, liability insurance, administration, reserves, Membership and other pos-sessory or use interest in lands or facilities to provide enjoyment, recreation or other use or benefit to owners of Condominium Units; and,

(ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each Member concerned. Delivery of a copy of any budget or amended budget to each Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget. Assessments levied pursuant thereto shall not be construed as restricting the right of the Board of Directors to, at any time in their sole discretion, levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or in the event of emergencies.

c) The budget shall be adopted by the Board of Directors at a Meeting at which the budget shall be considered. Unit Owners shall be given notice of the time and place of such Meeting at least forty-eight (48) hours prior to such Meeting. If a budget is adopted by the Board of Directors which requires assessments against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of delivery of such application

B3364 P0335

2957 PAGE 996

to the Board of Directors or any Member thereof, at which special Meeting Unit Owners may consider and enact a revision of the budget, or recall any and all Members of the Board of Directors and elect their successors, unless at that time the Developer is in control of the Board of Directors. The revision of the budget or the recall of any and all Members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board of Directors may propose a budget to the Unit Owners at a Meeting of Members or by writing and if such budget or proposed budget be approved by the Unit Owners at the Meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be examined by the Unit Owners in the manner here and above set forth nor shall the Board of Directors be recalled under the terms of this section. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments for prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of Condominium Property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular basis or annual basis, and there shall be excluded from such computation, assessments for betterment to the Condominium Property. So long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for the year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners.

d) Assessments shall be made quarterly against Unit Owners. Notice of the amount of the assessment shall be mailed to the Unit Owners. The assessments levied against the Unit Owners shall be in an amount no less than is required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

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

f) An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each Member not later than February 15, of the year following the year for which the report is made.

g) Fidelity bonds shall be required by the Board of Directors from all Officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

7) PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

B3364 P0336

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by Members of the Association owning ten (10%) percent of the Condominium Units in the Condominium, whether Meeting as Members or by instrument in writing signed by them.

b) Upon any amendment to these By-Laws being proposed by said Board of Directors or Members, such proposed amendment shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the Members of the Board of Directors of the Association and the Membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment. It shall be the duty of the Secretary to give each Member written or printed notice of such Meeting in the same form and in the same manner as notice of the call of a Special Meeting of the Members is required as herein set forth.

c) In order for such amendment to become effective the same must be approved by an affirmative vote of the Members owning not less than a majority of the Condominium Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Members.

d) At any Meeting held to consider such amendment to the By-Laws, the written vote of any Member of the Association shall be recognized if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such Meeting.

e) In the event that the Member, owning the number of Condominium Units in the Condominium necessary to pass any amendment to these By-Laws shall execute any instrument amending these By-Laws, the same shall be and constitute an amendment hereto in the same manner as though such amendment had been duly passed at a Meeting held to consider the same, and it shall not be necessary for the Meeting otherwise prescribed above to be held. A copy of such amendment to the By-Laws bearing the signature of the Member or Members and certified by the President and Secretary of the Association as being the amendment so adopted by the Members shall be recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date on which such amendment has been approved.

f) Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate and select Members of each Board of Directors of the Association, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of Developer.

The foregoing were adopted as the By-Laws of PORTA
BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC.,
a Corporation Not for Profit, under the laws of the
State of Florida, at the first meeting of the subscribers
to the Articles of Incorporation on January 27, 1975.

/s/ _____ [SEAL]
Merrill Yarbrough

/s/ _____ [SEAL]
Richard L. Brenner

/s/ _____ [SEAL]
Charles Rowan

B3364 P0338

-12-

OFF REC. 2957 PAGE 999

AMENDED
EXHIBIT N
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

INTERIM ASSESSMENTS FOR PHASE I

<u>Apartment*</u> <u>Type</u>	<u>Working**</u> <u>Capital Con-</u> <u>tribution</u>	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
<u>Phase I</u>				
I-A	\$410.65	\$136.88	\$410.65	\$1,642.61
I-B	520.47	173.49	520.47	2,081.86
I-B-1	508.11	169.37	508.11	2,032.43
I-C	308.43	102.81	308.43	1,233.72
I-D	430.43	143.48	430.43	1,721.70
I-E	277.89	92.63	277.89	1,111.55
I-F	126.23	42.08	126.23	504.93
I-G	189.26	63.09	189.26	757.04

* Please refer to Exhibit C-1 of the Declaration to determine the Apartment numbers of each Apartment Type.

** The Interim Assessment figures for Phase I include the Working Capital Contribution which each Apartment Owner who purchases an Apartment from the Developer shall pay to the Association at the time legal title to the Apartment is conveyed to such Apartment Owner. Each Apartment Owner who purchases an Apartment in Phase I from the Developer shall pay the Working Capital Contribution to the Association. However, if Developer reacquires an Apartment so conveyed, the Apartment Owner to whom Developer next conveys legal title is not required by the terms hereof to make a Working Capital Contribution.

B3364 P0339

Record Verified
- Beach County Fil
John H. Dunkle
Clerk Circuit Court

HOA/PORTA.AMD

This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
LARRY E. SCHNER, P.A.
P.O. Box 3004
Boca Raton, FL 33431
(561) 368-6266

**FIFTH AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM**

THIS FIFTH AMENDMENT is made this 10th day of March, 1998, by PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. ("PORTA BELLA"), the entity responsible for the operation of Porta Bella South/West, a Condominium and pursuant to the Declaration of Condominium of Porta Bella South/West, a Condominium, recorded on November 14, 1978, in Official Record Book 2957, Page 920, of the Public Records of Palm Beach County, Florida and amended by that certain Certificate of Amendment recorded September 15, 1980, in Official Record Book 3364, Page 226, further amended by that certain Certificate of Amendment recorded September 15, 1980, in Official Record Book 3364, page 232, further amended by that certain Amendment recorded April 21, 1982, in Official Record Book 3711, Page 654, and further amended by that certain Certificate of Amendment recorded December 29, 1989, in Official Record Book 6307, page 644, all of the Public Records of Palm Beach County, Florida.

WHEREAS, Article XXVI of the Declaration of Condominium of Porta Bella South/West authorizes the Declarant to amend the Declaration and its exhibits upon the passing of the resolution adopting the proposed amendment by 2/3rds of the Board of Directors at a Special Meeting of the Members held on February 24, 1998.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration of Condominium of Porta Bella South/West.

WHEREAS, the amendment set forth does not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Fifth Amendment to the Declaration as follows:

I. This Amendment hereby amends Article XVII, Paragraph B, of Declaration of Condominium of Porta Bella South/West, by adding the following new paragraph 3, as follows:

"3. The Association shall have the power, in the discretion of the Board of Directors, to provide for and arrange for the provision of pest control and extermination services for each of the individual Condominium Parcels within Porta Bella South/West. The cost of such pest control and extermination services shall be deemed a Common Expense. The Association shall have the irrevocable right to access to each Condominium Unit during reasonable hours for the provision of the pest control and extermination services. The Board of Directors of the Association may adopt reasonable rules and regulations in order to effect the intent of this Paragraph 3."

II. Except as amended and modified herein, all other terms and conditions of the Declaration of Condominium of Porta Bella South/West shall remain in full force and effect according to their terms.

III. This Fifth Amendment has been proposed and adopted by unanimous vote of the Board of Directors.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Condominium of Porta Bella South/West, A Condominium, to be executed by the duly authorized officer, this 10th day of March, 1998.

WITNESSES:

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC., a Florida
not-for-profit corporation.

WITNESS

JOSE C. CORACINI
(Print name)

WITNESS

Valerie Passman
(Print name)

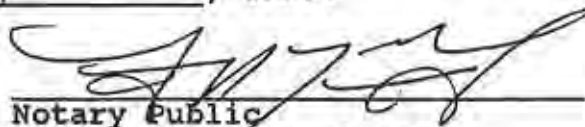
BY:

Alfred J. Ewald
(Print Name and Title)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was executed before me this 10th day of March, 1998 by ALFRED EWALD, President of Porta Bella Yacht & Tennis Club Condominium Association, Inc., who upon being duly sworn acknowledged to me that he signed the foregoing document and produced a driver's license as proof of identity (or is personally know to me).

WITNESS my hand and official seal at the County and State aforesaid this 10th day of March, 1998.


Notary Public
My commission expires:

FRANK P. J. MANDRAS
Notary Public - State of Florida
My Commission Expires Jan 5, 2000
Commission # CC 52286

RECORD & RETURN TO:
PETER B. WEINTRAUB, ESQUIRE
Shapiro, Leder & Werksman
Suite 109 Intercenter
160 S.W. 12th Avenue
Deerfield Beach, Fla. 33441

AMENDMENT TO
DECLARATION OF CONDOMINIUM
PORTA BELLA SOUTH/WEST, A CONDOMINIUM
ADDING PHASE II

KNOW ALL MEN BY THESE PRESENTS that PEEL PROPERTIES, PORTA BELLA, INC., a Netherlands Antilles corporation authorized to do business in the State of Florida, the Developer of PHASE II of PORTA BELLA SOUTH/WEST, A CONDOMINIUM, and FLAGSHIP NATIONAL BANK OF MIAMI, Miami, Florida, a national banking corporation organized under the laws of the United States, as Trustee under the provisions of a certain Trust Agreement, dated the third day of June, 1980, and known as Trust No. 193100 LT, the owner and holder of title to the property described on Exhibit #1 (the Survey, Plat Plan and Graphic Description of Improvements) to this Amendment as the "PHASE II" property, which Phase II property is also described in Amended Exhibit D to the Amended Declaration of Condominium of Porta Bella South/West, A Condominium recorded among the Public Records of Palm Beach County, Florida in Official Records Book 3364 at Page 232, hereby submit and declare to condominium ownership the said property described as "PHASE II" to the same extent and effect as if it had been described in Article III of the Amended Declaration of Condominium hereinabove described.

The land and improvements being submitted to condominium ownership pursuant to this Amendment to Declaration of Condominium, which are collectively known as "PHASE II", are described on Exhibit #1 attached hereto and include one (1) 4-story condominium apartment building known as Building "B" and containing forty-four apartments, each of which is subject to private ownership, and certain common elements, including a pool and pool deck.

FLAGSHIP NATIONAL BANK OF MIAMI, AS TRUSTEE, is executing this Amendment to Declaration of Condominium solely for the purpose of submitting the right, title and interest it holds under that certain Trust Agreement above-described, in PHASE II of PORTA BELLA SOUTH/WEST, A CONDOMINIUM, to the condominium form of ownership in accordance with the Amended Declaration of Condominium above-described and with this Amendment to Declaration of Condominium, and for no other purpose whatsoever. The execution of this Amendment to Declaration of Condominium by FLAGSHIP NATIONAL BANK OF MIAMI, AS TRUSTEE, shall not be deemed an assumption of nor joinder in any of the obligations of the Developer, PEEL PROPERTIES, PORTA BELLA, INC. The Developer confirms and acknowledges that it, and not FLAGSHIP NATIONAL BANK OF MIAMI, AS TRUSTEE, is and was the Developer and promoter of PHASE II of PORTA BELLA SOUTH/WEST, A CONDOMINIUM.

IN WITNESS WHEREOF, PEEL PROPERTIES, PORTA BELLA, INC., Developer herein, and FLAGSHIP NATIONAL BANK OF MIAMI, AS TRUSTEE, under that certain Trust Agreement No. 193100 LT, have caused this Amendment to Declaration of Condominium to be executed by their duly authorized officers this 16th day of April, 1982.

IN THE PRESENCE OF:

[Signature]
[Signature]

PEEL PROPERTIES, PORTA BELLA, INC.,
AUTHORIZED JOINT VENTURER

BY: [Signature]
VICE President

ATTEST: [Signature]
Assistant Secretary

(Corporate Seal)

FLAGSHIP NATIONAL BANK OF MIAMI, AS TRUSTEE
Under Trust Agreement No. 193100 LT
dated June 3, 1980

BY: [Signature]
President

ATTEST: [Signature]
Secretary

This document was prepared by:
ROSSI & SHAPIRO, ESQ.
ATTORNEYS AT LAW
SUITE 109 INTERCENTER
MIAMI, FLORIDA 33131

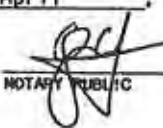
STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared

SAM FALLENBAUM, Vice President, and ELEANOR LIPTON, Assistant Secretary

respectively of PEEL PROPERTIES, PORTA BELLA, INC., a Netherlands Antilles corporation authorized to do business in the State of Florida, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Amendment to Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami
said County and State, this 16th day of April, 1982.


NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Sept 25 1985
BONDED thru General Ins. Underwriters

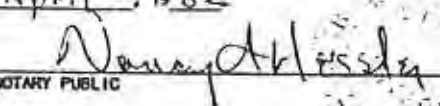


STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared Joseph E Morris, Jr. And
Thomas R Goxin AS VP, Sectional Officer and Trust Administration

respectively of FLAGSHIP NATIONAL BANK OF MIAMI, AS TRUSTEE, a national banking association organized under the Statutes of the United States, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Amendment to Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Association, as the free act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami
said County and State, this 16 day of April, 1982.


NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 20, 1982
Bonded By American Fire & Casualty Company



B3711 R0655

EXHIBIT #1 TO
AMENDMENT TO DECLARATION OF CONDOMINIUM
TO ADD PHASE II
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

This Exhibit #1 to Amendment to Declaration of Condominium consists of Pages "A", "B" and "C" or Legal Description and Notes and Page "D" containing the Surveyor's Certificate and six (6) pages of drawings numbered Sheets 1 through 6, constituting the Survey, Plot Plan and Graphic Description of Improvements for Phase II of PORTA BELLA SOUTH/WEST, A CONDOMINIUM. Upon the execution and recording of the Amendment to the Declaration of Condominium implementing and declaring Phase II as part of PORTA BELLA SOUTH/WEST, A CONDOMINIUM, these drawings shall be deemed to supplant and where necessary to modify Amended Exhibit D to the Declaration of Condominium of PORTA BELLA SOUTH/WEST, A CONDOMINIUM appearing among the Public Records of Palm Beach County, Florida, which Exhibit D was also entitled "Phase II Survey" where that Amended Exhibit D is inconsistent with these drawings. All improvements shown on the drawings in this Exhibit #1 are existing.

I. The legal description of the PHASE II property submitted to Condominium Ownership is as follows:

a portion of Tracts "C" and "D" of "PORTA BELLA" according to the Plat thereof as recorded in Plat Book 31, Pages 100 and 101 of the Public Records of Palm Beach County, Florida, said portion being described as follows:

COMMENCING at the Southeast corner of said Tract "C", THENCE North $64^{\circ}30'55''$ West a Southwesterly boundary of said Tracts "C" and "D" a distance of 177.14 feet to the POINT OF BEGINNING; THENCE continue along the last described course a distance of 546.16 feet to a point of curvature of a curve concave to the Southwest and having a radius of 660.00 feet; THENCE Northwestwardly along said curve and along the Southerly boundary of said Tract "D" through a central angle of $09^{\circ}13'31''$ an arc distance of 107.23 feet; THENCE North $25^{\circ}29'05''$ East a distance of 121.00 feet along a Westerly boundary of said Tract "D"; THENCE North $64^{\circ}30'55''$ West a distance of 10.00 feet along a Westerly boundary of said Tract "D"; THENCE North $18^{\circ}21'54''$ West a distance of 60.25 feet along a Westerly boundary of said Tract "D" to a point on a curve concave to the Northwest and having a radius of 1198.77 feet, a radial to said point bears South $18^{\circ}21'54''$ East; THENCE Northeasterly along said curve and along the Southerly right-of-way of JEFFERY STREET, through a central angle of $12^{\circ}26'23''$ an arc distance of 260.27 feet to a point of reverse curvature of a curve concave to the Southeast and having a radius of 1098.77 feet; THENCE Northeasterly along said curve and along said Southerly right-of-way line through a central angle of $03^{\circ}35'51''$ an arc distance of 69.01 feet; THENCE South $19^{\circ}30'54''$ East a distance of 238.00 feet; THENCE South $64^{\circ}30'54''$ East a distance of 45.00 feet; THENCE North $70^{\circ}29'06''$ East a distance of 90.00 feet; THENCE South $19^{\circ}30'54''$ East a distance of 72.00 feet; THENCE South $25^{\circ}29'05''$ West a distance of 185.00 feet; THENCE South $64^{\circ}30'55''$ East a distance of 170.00 feet; THENCE South $25^{\circ}29'05''$ West a distance of 70.52 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Boca Raton, Palm Beach County, Florida.

II. Description of Common Elements in PHASE II.

- A. All portions of the Condominium Property in PHASE II not within any apartment or apartments are part of the Common Elements.
- B. All conduits, ducts, piping, wiring to outlets and other utility lines to outlets regardless of location which are part of the Condominium Property, constitute Common Elements.
- C. There are designated and reflected on the Survey, Parking Areas located on the Condominium Property which are described in the Amended Declaration of Condominium and which are Common Elements. Specific parking spaces in the Parking Areas may be assigned to the use of specific Apartments pursuant to provisions of the Amended Declaration.

B3711 R0656

III. Description of Limited Common Elements in PHASE II.

A. Limited Common Elements for the exclusive use of the Apartment served thereby are as follows:

1. Porches and balconies which shall serve the Apartment adjacent thereto and shall have the following boundaries:

a. Upper and Lower Boundaries

The upper and lower boundaries of a porch or balcony shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries: The bottom surface of the unfinished porch or balcony ceiling slab.

(2) Lower Boundaries: The top surface of the unfinished porch or balcony floor slab.

b. Perimetrical Boundaries

The perimetrical boundaries of a porch or balcony shall be the following boundaries extended to an intersection with the upper and lower boundaries:

The intersecting vertical plane(s) established by the innermost unfinished surface of the wall(s) of Building B bounding such porch or balcony.

2. Air conditioning compressors located on the roof of Building B shall serve the Apartment whose identification number is shown on such compressor.

B. Limited Common Elements reserved for the exclusive use of Apartment Owners in Building B are the exterior walls of Building B, the improvements located thereon or a part thereof and not included within an Apartment, such as decorative improvements, windows, doors and overhangs, and the roof of Building B and any porches which are part of Building B.

IV. Description of Apartments in PHASE II.

Each Apartment shall consist of that part of Building B containing such Apartment which lies within the boundaries of the Apartment, which boundaries are as follows:

A. Upper and Lower Boundaries

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

(1) Upper boundaries: The bottom surface of the unfinished ceiling slab.

(2) Lower Boundaries: The top surface of the unfinished floor slab.

B. Perimetrical Boundaries.

The perimetrical boundaries of an Apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

The intersecting vertical plane(s) established by the innermost unfinished surface of the exterior and interior wall(s) of Building B bounding such Apartment (the exterior wall of a porch or balcony is not the exterior wall of Building B).

C. Excluded from Apartments in Phase II.

An Apartment in Phase II shall not be deemed to include "Cable Television Equipment" (as defined in the Amended Declaration of Condominium) which may be contained within the boundaries of the Apartment, nor shall it include columns or partitions contributing to support of Building B.

Each Apartment shall have as an appurtenance thereto an undivided share of the Common Elements as the same are described and set forth in the Amended Declaration of Condominium and in the instruments referred to therein.

- VI. Bearings shown on the drawings attached hereto are based on an assumed meridian.
- VII. Elevations in feet refer to National Geodetic Vertical Datum.
- VIII. Easements shown, unless otherwise noted, are pursuant to the Plat of Porto Bella.
- IX. The "wood docks" as shown on Sheet 1 of the drawings attached hereto shall be defined and used as "Boat Docks" as defined in the Amended Declaration of Condominium.
- X. The "Cable Television Equipment" including but not limited to all wall plate outlets, cables, wiring and transformers are not part of the Condominium Property.

B3711 R0658

CERTIFICATE OF SURVEYOR

I, Carl De Shay, of Deerfield Beach, Palm Beach County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate #3477, authorized and licensed to practice in the State of Florida, and that construction of the improvements of PHASE II of PORTA BELLA SOUTH/WEST, A CONDOMINIUM is substantially complete so that the attached Survey, Plot Plan and Graphic Description of Improvements, together with the provisions of the Amendment to Declaration of Condominium describing the Condominium Property, present an accurate representation of the location and dimensions of the improvements constituting PHASE II of PORTA BELLA SOUTH/WEST, A CONDOMINIUM, and that the identification, location and dimensions of the common elements and of each unit in said PHASE II of PORTA BELLA SOUTH/WEST, A CONDOMINIUM, can be determined from these materials.

DATED: 4-16-88


Carl De Shay

Registered Land Surveyor #3477



B3711 P0659

Arthur V. Sirock & Associates, Inc.
Downloaded from <http://www.ascelibrary.org/> by [redacted] on [redacted]

II PSYCH
SOUTH / WEST Y 77780 - 1100

SECOND FLOOR PLAN

EXHIBIT "I" TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF
PORTA BELLA SOUTH / WEST, A CONDOMINIUM
TO ADD PHASE II

UNIT PLANT ILLUMINATION SCHEMATIC

100% Satisfaction Guarantee

1. *Staphylococcus aureus* (100 µg)

CARL DE SHAY
REGISTERED LAND SURVEYOR #3477
STATE OF FLORIDA

UNIT PLANE ELEVATION SCHEDULE

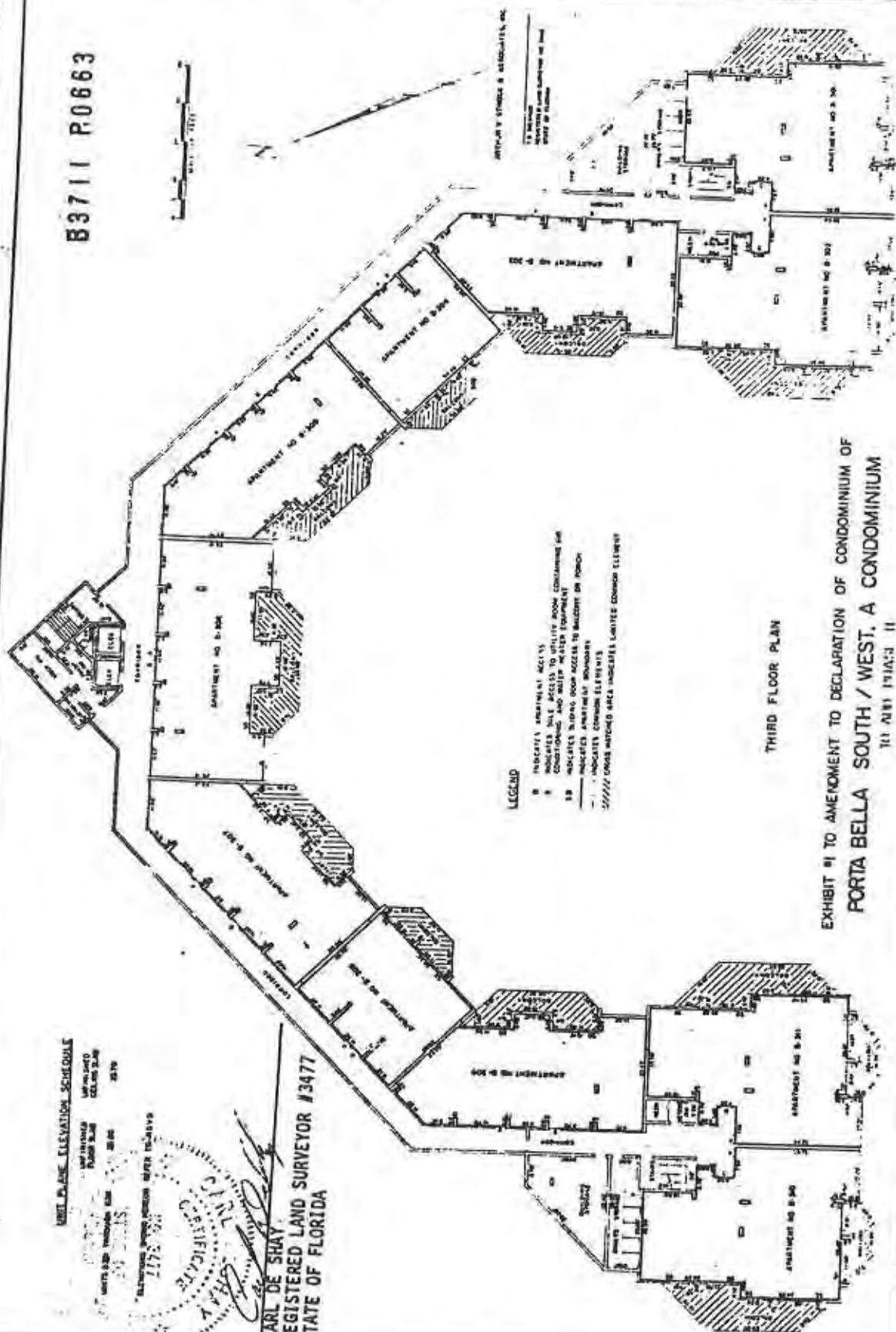
APPROVED
DATE 11/15/90
BY 2570

RECORDING OFFICE
DATE 11/15/90
BY 2570



CARL DE SHAY
REGISTERED LAND SURVEYOR #3477
STATE OF FLORIDA

B3711 R0663



LEGEND

- INDICATES UNIT ACCESS
- INDICATES UNIT ACCESS TO UTILITY ROOM CONTAINING GAS, WATER, AND ELECTRICITY
- SB INDICATES STAIRS, ROOM ACCESS TO BALCONY OR PORCH
- INDICATES UNIT ACCESS TO BALCONY OR PORCH
- INDICATES COMMON ELEMENTS
- ////// CROSS HATCHED AREA INDICATES COMMON ELEMENT

THIRD FLOOR PLAN

EXHIBIT #1 TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF
PORTA BELLA SOUTH / WEST, A CONDOMINIUM
101 WEST 19TH ST. II

PORTA BELLA SOUTH / WEST, A CONDOMINIUM
Phase II

ARTUR V. STROCK & ASSOCIATES, INC.

Architects • Planners • Surveyors
Architect • Planner • Surveyor • Surveyor • Surveyor • Surveyor

CARL DE SHAY
REGISTERED LAND SURVEYOR #3477
STATE OF FLORIDA

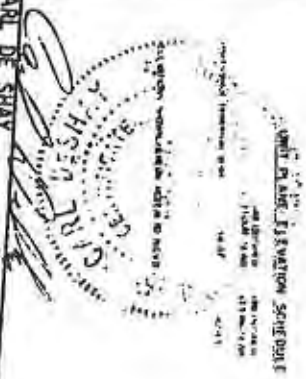
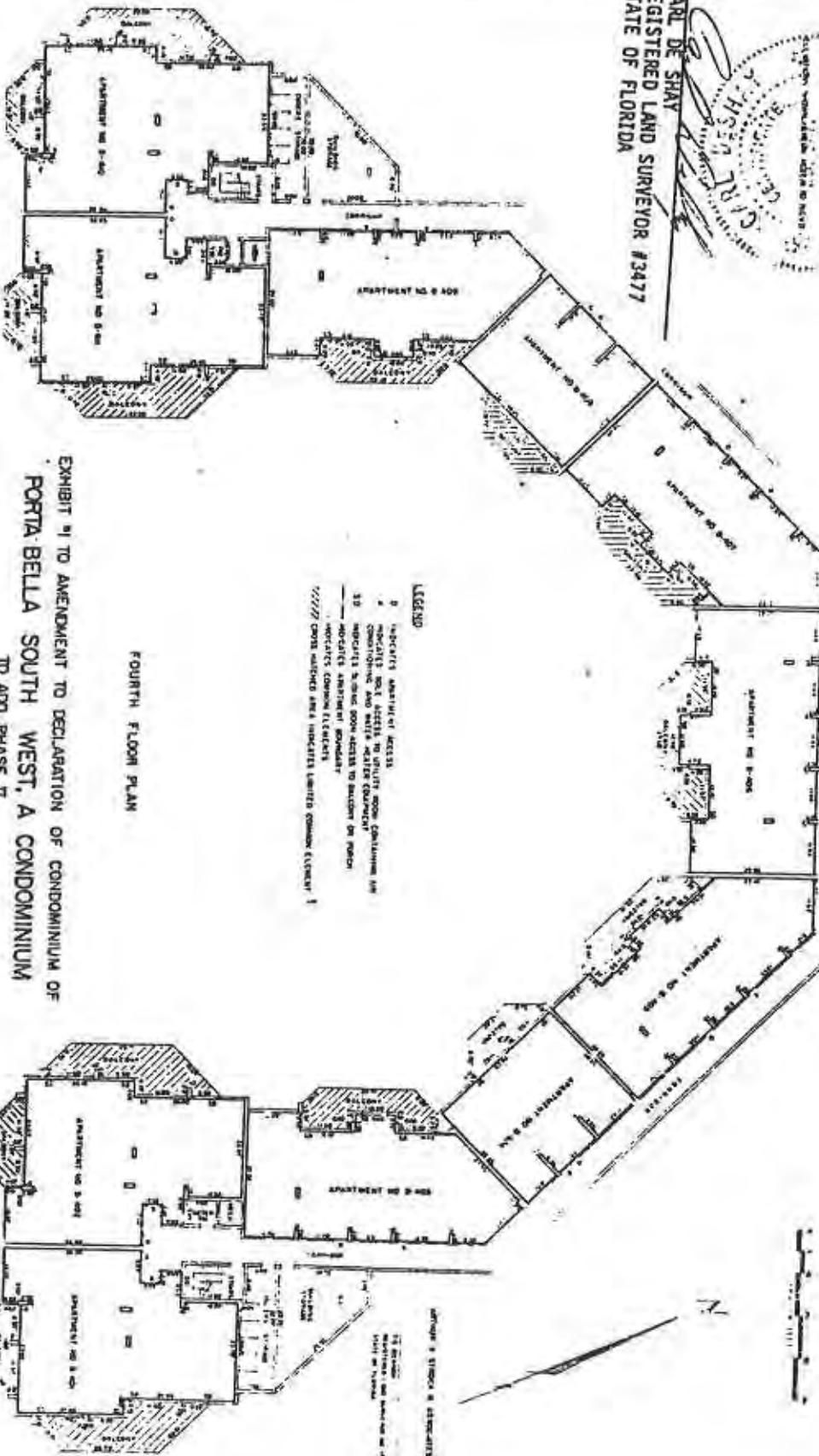


EXHIBIT 91 TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF
PORTABELLA SOUTH WEST, A CONDOMINIUM
TO ADD PHASE II

B3711 P0664

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN O. BARKLE
CLERK CIRCUIT COURT



EXHIBIT A1 TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF
PORTA BELLA SOUTH WEST, A CONDOMINIUM

TO ADD PHASE D

ARTHUR V STROCK & ASSOCIATES, INC.

7. B. SINGHAM
REGISTERED LAND SURVEYOR NO. 1540
STATE OF FLORIDA

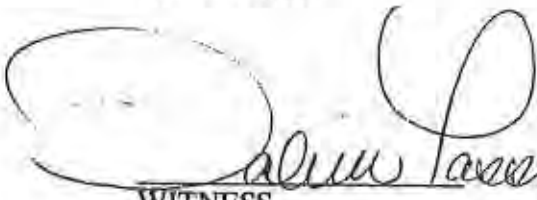
"B. With respect to Limited Common Elements which are the Exteriors and Interiors (as that term is described in Articles V and VI) each Apartment Owner in the Building having the exclusive use of the particular Exteriors and Interiors shall pay a percentage of the cost of repair, replacement or modification thereof, which percentages are set forth in Exhibits C-1, C-6, C-8, C-9, C-10 and C-11 to this Declaration for Phases I, II, III, IV and V, respectively, and owners of Apartments in the other Buildings shall pay no portion of such costs. However, the Board may, in its discretion, determine that as to a particular situation such method of assessment is inequitable. In such event, it shall assess such cost as set forth in Paragraph A above."

Except as amended and modified herein, all other terms and conditions of the Declaration of Condominium for Porta Bella South/West shall remain in full force and effect according to their terms.

IN WITNESS WHEREOF, we set our hands and seals this 5th day of October, 1999.

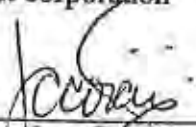
WITNESSES:

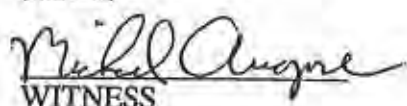
PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC., a Florida
not-for-profit corporation


WITNESS
Valerie Passman

(Print name)

BY:


JOSE C. CORACINI - PRESIDENT
(Print Name and Title)

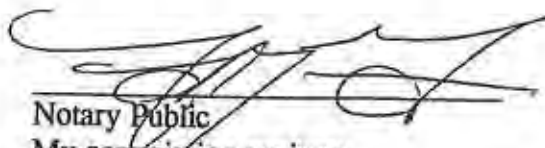

WITNESS
MICHAEL AUGONE

(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was executed before me this 5th day of October, 1999 by Jose C. Coracini, President of Porta Bella Yacht & Tennis Club Condominium Association, Inc., who upon being duly sworn acknowledged to me that he signed the foregoing document and produced a driver's license as proof of identity (or is personally know to me).

WITNESS my hand and official seal at the County and State aforesaid this 5th day of October, 1999.


Notary Public
My commission expires:

FRANK P. J. MANDRAS
Notary Public - State of Florida
My Commission Expires Jan 5, 2000
Commission # CC 522286

CERTIFICATE OF AMENDMENT
TO
BY - LAWS
OF
PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.
(the "Association")

ETB092 58

1985 NOV 13 AM 10:51

WHEREAS, the Association is governed by that certain set of By-Laws of the said Association, which said By-Laws are Exhibits to the Declarations of Condominium of Porta Bella East and Porta Bella West, all as recorded in the Public Records of Palm Beach County, Florida; and

WHEREAS, the Association at the 1985 Annual Membership meeting held February 22, 1985, has, by and through its membership, unanimously approved the below Amendment to said By-Laws and directed that same be recorded in the Public Records of Palm Beach County; and

WHEREAS, the President and Secretary of the Association have been authorized and directed by the membership to execute the Certificate of Amendment and in pursuance of such authorization have hereunto set their hands and seals.

NOW THEREFORE THIS IS TO CERTIFY THAT:

Article 3(b) shall be and hereby is amended to read as follows:

"The Annual Membership Meeting shall be held at such date, place and time as the Board of Directors may designate, but in no event later than the 15th day of March of the following year."

CERTIFICATION

We, the undersigned, as President and Secretary of Porta Bella Yacht & Tennis Club Condominium Association, Inc., a Condominium as recorded in the Public Records of Palm Beach County, Florida, hereby certify and affirm that the Amendment to the By-Laws of Porta Bella East and Porta Bella West, as set forth above, were duly adopted by the Board of Administration and Membership thereof, in accordance with the Laws of the

ETETD 90448

Preserved by return to:

LAW OFFICES OF
STEVEN I. GREENWALD, P.A.
BOCA PALM PROFESSIONAL PLAZA
8971 NORTH FEDERAL HIGHWAY
SUITE 105
BOCA RATON, FLORIDA 33431
Telephone 994-5507

State of Florida. Said Amendments are hereinabove set forth
as duly adopted in the Minute Book of Porta Bella Yacht & Tennis
Club Condominium Association, Inc., and are unrevoked.

IN WITNESS WHEREOF, we have hereunto affixed our hands
and the seal of Porta Bella Yacht & Tennis Club Condominium
Association, Inc., this 30 day of October, 1985.

WITNESSES:

PORTA BELLA YACHT & TENNIS
CLUB CONDOMINIUM ASSOCIATION, INC.

Clyde Davis

[Signature]
President

[Signature]

[Signature]
Secretary

(seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared

the President and Secretary respectively, of Porta Bella Yacht
& Tennis Club Condominium Association, Inc., and they acknowledged
to and before me that they executed the foregoing instrument as
such officers of said Corporation and that they affixed thereto
the official seal of said Corporation and that the foregoing
is the act and deed of such Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal this 30th day of October, 1985.

[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires Dec. 1, 1987
JAMES H. [Signature]

Page 2

84706 P1314

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

CERTIFICATE OF AMENDMENT TO
BY-LAWS OF

Prepared By and Return To:
WEISS & HANDLER, P.A.
Henry B. Handler, Esquire
1499 W. Palmetto Pk. Rd.
Suite 320
Boca Raton, Florida 33432

PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY:

1. The attached writing is a true and correct copy of the Resolution amending Article 3, Section b of the Porta Bella Yacht & Tennis Club Condominium Association By-Laws, which By-Laws are recorded in Official Records Book 2512, Page 1180 of the Public Records of Palm Beach County, Florida. Said Resolution was duly adopted by the members of the Porta Bella Yacht & Tennis Club Condominium Association, Inc. at a meeting duly held on March 12, 1987 and adopted by the members of the Board of Directors of said Association at a meeting duly held on April 8, 1987, in accordance with the requirements of said By-Laws and the Association's Articles of Incorporation.

2. The adoption of the Resolution appears upon the minutes of the above cited meetings and is unrevoked.

EXECUTED at Boca Raton, Florida, this 17th day of April, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

PORT BELLA YACHT & TENNIS
CLUB CONDOMINIUM ASSOCIATION, INC.

WITNESS

BY:

PRESIDENT

WITNESS

ATTEST:

ACTING SECRETARY

CORPORATE SEAL

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

The foregoing instrument was acknowledged before me this 17th day of April, 1987 by Robert W. Fisher and June S. Levy, respectively, as President and Secretary of the Porta Bella Yacht & Tennis Club Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation and for the purposes stated therein.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC \$1475
MY COMMISSION EXPIRES
DECEMBER 31, 1988



87 114898

APR 20 AM 9:31

85248 P.1987

BE IT RESOLVED:

Article 3, Section b of the Porta Bella Yacht & Tennis Club Condominium Association By-Laws shall be amended as follows:

The Annual Member's Meeting shall be held at the office of the Association, at 10:00 A.M. or at such other place and time as the Board of Directors may designate, ~~on the first Wednesday in November of each year for the purpose of electing Directors and for transacting any other business authorized to be transacted by the Members; (provided, however, that if that day is a legal holiday, the Meeting shall be held at the same hour on the next succeeding Monday.)~~ The Board of Directors, at their discretion, shall set the time and date for holding of the Annual Membership Meeting, but in no event shall such Meeting be held ~~prior to October 15th, or later than December 31st, earlier than January 1st or later than March 31st following the conclusion of the business year on December 31.~~ At the discretion of the Board, it may be held on a Saturday. The Meeting shall not be held on a legal holiday.

B5248 P1988

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

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

CERTIFICATE OF AMENDMENTTO BY-LAWS OFPORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the By-Laws of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. were filed in the office of the Secretary of State of the State of Florida on January 24, 1975; and

WHEREAS, PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association"), was organized for the purpose of administering the operation and management of Porta Bella East a Condominium, and Porta Bella South/West, a Condominium, both organized under the laws of the State of Florida pursuant to and under Chapter 718 of the Florida Statutes; and

WHEREAS, the Declaration of Condominium for Porta Bella East is recorded in Official Record Book 2512, at Page 1092, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration of Condominium of Porta Bella South/West was recorded in Official Record Book 2957, at Page 920 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the By-Laws of the Association were attached as Exhibits to the Declarations of Condominium for Porta Bella East, a Condominium, and Porta Bella South/West, a Condominium, as Exhibits thereto, and were otherwise incorporated by reference therein and made a part thereof; and,

WHEREAS, Section 8(c) of the said By-Laws provides in part as follows:

"In order for such amendment to become effective the same must be approved by an affirmative vote of the Members owning not less than a majority of the Condominium Units in the Condominium."

WHEREAS, Section 8(e) of the said By-Laws provides in part as follows:

"In the event that the Members owning the number of Condominium Units in the Condominium necessary to pass any amendment to these By-Laws shall execute any instrument amending these By-Laws, the same shall be and constitute an amendment hereto in the same manner as though such amendment had been duly passed at a Meeting held to consider the same, and it shall not be necessary for the Meeting otherwise prescribed above to be held."

WHEREAS, attached hereto, incorporated by reference herein and made a part hereof as though fully set forth herein are signatures by Members owning not less than a majority of the Condominium units in both Porta Bella East, a Condominium, and Porta Bella South/West, a Condominium, evidencing the approval of and affirmative vote for the below described Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association, have affixed their signatures hereto and certification that the Members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

1. RESOLVED that Paragraph 6(f) of the By-Laws of the Association be amended to read as follows:

"6(f) An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each Member not later than April 30, of the year following the year for which the report is made."

C E R T I F I C A T I O N

We, the undersigned as President and Secretary of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendments to the By-Laws of the Association were duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 718 of the Florida Statutes and the By-Laws of the PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida at Official Record Book 2957, Page 988. The undersigned further certify that the forms attached hereto designated "Ballot for Amendment To By-Laws" were received from the Members of the Association; that the last of the same was received on the date indicated therein, and that the same were duly adopted fully in accordance with Florida law.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., this 14th day of December, 1988.

WITNESSES:

John E. Hester
Ruth Rappaport

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

By: *James Foote*
James Foote, President
By: *June L. Lory*
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared JAMES FOOTE, President and June S. Levy, Secretary of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged to and before me that they executed the foregoing as such officers of said Corporation, and that they affixed the corporate seal thereto, and that the foregoing is the act and deed of such Corporation.

WITNESS my hand and official seal, this 14th day of December, 1988.

Judith S. Shelton
Notary Public, State of Florida
at Large

My Commission Expires

Notary Public, State of Florida
My Commission Expires April 3, 1990
Revised June 1990 - Notary Public



CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM

388 6307 Pa 644

WHEREAS, PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., (the "Association"), was organized for the purpose of administering in part the operation and management of PORTA BELLA SOUTH/WEST, a Condominium, pursuant to the Declaration thereof, and organized under the laws of the State of Florida pursuant to and under Chapter 718 of the Florida Statutes; and,

WHEREAS, the Declaration of Condominium of PORTA BELLA SOUTH/WEST was recorded in Official Record Book 2957 at Page 920 of the Public Records of Palm Beach County, Florida; and,

WHEREAS, the said Association has the right and duty pursuant to and under Florida law and pursuant to the Declaration of Condominium of PORTA BELLA SOUTH/WEST aforesaid to execute a Certification by and through its duly designated officers evidencing a validly adopted Amendment of and to the Declaration of Condominium, as and when adopted; and,

WHEREAS, on April 6, 1989 at a duly noticed meeting of the Members of the said Association, and most particularly the Members owning units in PORTA BELLA SOUTH/WEST adopted by unanimous vote of the Members then in attendance at the said meeting comprising the voting interest in PORTA BELLA SOUTH/WEST, a Condominium, the below-described Amendments to the Declaration of Condominium of PORTA BELLA SOUTH/WEST, a Condominium; and,

WHEREAS, the President and Secretary of the Association, pursuant to their duties and obligations authorized by law and authorized pursuant to the By-Laws of the said Association as recorded in Official Record Book 2957 at Page 988 of the Public Records of Palm Beach County, Florida, have affixed their signatures hereto and by these presents hereby certify that the said Members comprising the voting interests in PORTA BELLA SOUTH/WEST have adopted the said Amendments appearing below, all in conformance with the aforescribed provisions of the said Declaration of Condominium and the laws of the State of Florida.

NOW, THEREFORE, this shall certify that the Declaration of Condominium of PORTA BELLA SOUTH/WEST be amended to read as

*Return
To: ↓*

BCC

follows:

1. RESOLVED that Article V. (C)(3) of the Declaration of Condominium of PORTA BELLA SOUTH/WEST, a Condominium, be amended to read as follows:

3. The exterior walls of Building A, the improvements located thereon or a part thereof and not included within an Apartment, such as decorative improvements, windows, doors and overhangs, and the roof of Building A and any porticos which are a part of Building A (the aforementioned improvements are hereinafter referred to as the "Exteriors" and the hallways, lobby, stairwells, elevators, storerooms and restrooms hereinafter referred to as "Interiors", shall be Limited Common Elements reserved for the exclusive use of only the owners of the Apartments within Building A and their guests, family members, invitees, licensees and lessees.

2. RESOLVED that Article VI, (C)(3) of the Declaration of Condominium of PORTA BELLA SOUTH/WEST, a Condominium, be amended to read as follows:

3. The exterior walls of Building B,C,D and E respectively, the improvements located thereon or a part thereof, and not included within an Apartment, such as decorative improvements, windows, doors and overhangs, and the roof of Buildings B,C,D and E respectively, and any portions which are a part of Buildings B,D,D and E (the aforementioned improvements are hereinafter referred to as the "Exteriors" and the walkways, hallways, lobby, stairwells, elevators, storerooms, restrooms and the generator hereinafter referred to as "Interiors" shall be Limited Common Elements reserved for the exclusive use of only the owners of the Apartments within the particular Building and their guests, family members, invitees, licensees and lessees.

3. RESOLVED that Article IX, (B) of the Declaration of Condominium of PORTA BELLA SOUTH/WEST, a Condominium, be amended to read as follows:

- B. With respect to Limited Common Elements which are the Exteriors (as that term is described in Articles V and VI) each Apartment Owner in the Building having the exclusive use of the particular Exteriors and Interiors shall pay a percentage of the cost of repair, replacement or modification thereof, which percentages are set forth in Exhibits C-1, C-6, C-8, C-9, C-10 and C-11 to this Declaration for Phases I, II, III, IV and V, respectively, and owners of Apartments in the other Buildings shall pay no portion of such costs. However, the Board may, in its discretion, determine that as to a particular situation such method of assessment is inequitable. In such event, it shall assess such cost as set forth in Paragraph A above.

C E R T I F I C A T I O N

We, the undersigned as President and Secretary of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendments to the Declaration of Condominium of PORTA BELLA SOUTH/WEST, a Condominium, were duly adopted by the Membership of the Association representing the voting interests in PORTA BELLA SOUTH/WEST, all in accordance with the provisions of Chapter 718 of the Florida Statutes and the Declaration of Condominium of PORTA BELLA SOUTH/WEST, a Condominium, as recorded in the Public Records of Palm Beach County, Florida at Official Record Book 2957 at Page 920 of the said Public Records. The undersigned further certify that they are authorized to sign and otherwise execute this Certification pursuant to and under the laws of the State of Florida and the By-Laws of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., this 13th day of April, 1989.

WITNESSES:

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

[Signature]

By: [Signature]
James Foote, President

[Signature]

By: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared JAMES FOOTE, President and JUNE S. LEVY, Secretary of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged to and before me that they executed the foregoing as such officers of said Corporation, and that they affixed the corporate seal thereto, and that the foregoing is the act and deed of such Corporation.

WITNESS my hand and official seal, this 13th day of April, 1989.

[Signature]
Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 3, 1990
Bonded This Tray for \$1,000.00

CERTIFICATE OF AMENDMENT
TO
BY-LAWS OF
PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. were filed in the Office of the Secretary of State of the State of Florida on January 24, 1975; and,

WHEREAS, PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association"), was organized for the purpose of administering the operation and management of PORTA BELLA WEST, a Condominium, PORTA BELLA SOUTH/WEST, a Condominium, both organized under the laws of the State of Florida pursuant to and under Chapters 617 and 718 of the Florida Statutes; and,

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declarations of Condominium for PORTA BELLA WEST, a Condominium, and PORTA BELLA SOUTH/WEST, a Condominium, and were otherwise incorporated by reference therein as though fully set forth therein and made a part thereof; and,

WHEREAS, on or about March 23, 1990, the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and,

WHEREAS, the members of the Association on March 23, 1990 in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

1. RESOLVED that ARTICLE 2(d) of of the By-Laws of the Association be amended to read as follows:

"d) Votes may be cast in person or by proxy or by Absentee Ballot(s). Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the

appointed time of the meeting. Notwithstanding anything contained herein, the Association shall count, recognize and otherwise implement Absentee Ballot(s) for the purpose of permitting Members not in attendance at a meeting of the Membership to vote upon any matters on which the Membership shall be entitled to vote, and said Absentee Ballot(s) if and when submitted, shall constitute the presence at such meeting of any such Member(s) submitting such Absentee Ballot(s) for the purpose of establishing a quorum of Members at such meeting."

C E R T I F I C A T I O N

We, the undersigned as President and Secretary of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendments to the By-Laws of the Association were duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 718 of the Florida Statutes and the By-Laws of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., this 11th day of April, 1990.

WITNESSES:

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

By: James Foote
James Foote, President

By: Alfred J. Ewald
Alfred J. Ewald, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared JAMES FOOTE, President and ALFRED J. EWALD, Secretary of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged to me before me that they executed the foregoing as such officers of said Corporation, and that they affixed the corporate seal thereto, and that the foregoing is the act and deed of such Corporation.

WITNESS my hand and official seal, this 11th day of April, 1990.

Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JUNE 1, 1990
CLERK (COUNTY CLERK)

(CORRECTIVE)

ORB 6440 Pg 1364

CERTIFICATE OF AMENDMENT
 TO BY-LAWS OF PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

AUG-30-1990 09:12am 90-249743

ORB 6565 Pg 199

WHEREAS, the Articles of Incorporation of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. were filed in the Office of the Secretary of State of the State of Florida on January 24, 1975; and,

WHEREAS, PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association"), was organized for the purpose of administering the operation and management of PORTA BELLA ^{EAST *} ~~WEST~~, a Condominium, PORTA BELLA SOUTH/WEST, a Condominium, both organized under the laws of the State of Florida pursuant to and under Chapters 617 and 718 of the Florida Statutes; and,

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the Declarations of Condominium for PORTA BELLA ^{EAST *} ~~WEST~~, a Condominium, and PORTA BELLA SOUTH/WEST, a Condominium, and were otherwise incorporated by reference therein as though fully set forth therein and made a part thereof; and,

WHEREAS, on or about March 23, 1990, the members of the Association met for the express purpose in part of voting upon and otherwise approving the below Amendment to the By-Laws of the Association; and,

WHEREAS, the members of the Association on March 23, 1990 in fact voted upon and otherwise approved the below Amendment to the By-Laws of the Association; and,

WHEREAS, the President and Secretary of the Association have affixed their signatures hereto and certification that the members have adopted the said Amendment appearing below, all in conformance with the aforescribed provisions of the By-Laws of the Association.

NOW, THEREFORE, this shall certify that the By-Laws of the Association are hereby amended as follows:

1. RESOLVED that ARTICLE 2(d) of of the By-Laws of the Association be amended to read as follows:

"d) Votes may be cast in person or by proxy or by Absentee Ballot(s). Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the

*This is being re-recorded to correct PORTA BELLA WEST to PORTA BELLA EAST as noted above

appointed time of the meeting. Notwithstanding anything contained herein, the Association shall count, recognize and otherwise implement Absentee Ballot(s) for the purpose of permitting Members not in attendance at a meeting of the Membership to vote upon any matters on which the Membership shall be entitled to vote, and said Absentee Ballot(s) if and when submitted, shall constitute the presence at such meeting of any such Member(s) submitting such Absentee Ballot(s) for the purpose of establishing a quorum of Members at such meeting."

C E R T I F I C A T I O N

We, the undersigned as President and Secretary of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit having its principal office in Palm Beach County, Florida, hereby certify and affirm that the Amendments to the By-Laws of the Association were duly adopted by the Membership of the Association, all in accordance with the provisions of Chapter 718 of the Florida Statutes and the By-Laws of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., as recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., this 18th day of April, 1990.

WITNESSES:

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
James Foote, President

By: [Signature]
Alfred J. Ewald, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared JAMES FOOTE, President and ALFRED J. EWALD, Secretary of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, and they acknowledged to and before me that they executed the foregoing such officers of said Corporation, and that they affixed the corporate seal thereto, and that the foregoing is the act and deed of such Corporation.

WITNESS my hand and official seal, this 18th day of April, 1990.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSIONS EXPIRE 12-31-93
BONDED THRU HUCKLEBERRY & ASSOCIATES

- 2 -

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

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

JRB 6765 Pg 349

President of Ave. Development Company - Boca Raton, known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of July, 1990.

Jimmy Constant
Notary Public

My Commission Expires:

1991
11
1

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

443

MAR 25 1991 09:05am 91-078411

086 6765 Pg 348

NOTIFICATION OF ELECTION REGARDING PHASE DEVELOPMENT

This Notification dated this 16th day of July, 1990 is executed by Avery Development Company - Boca Raton, a Florida corporation ("Avery").

WITNESSETH:

WHEREAS, Avery is the owner of the lands comprising Phases III, IV and V of Porta Bella South/West, a Condominium (the "Condominium"), recorded in O.R. Book 2957, Page 920 of the Public Records of Palm Beach County, Florida, as amended from time to time, including but not limited to that Certificate of Amendment to Declaration of Condominium recorded in O.R. Book 3364, Page 232 of the aforesaid public records (the "Declaration"); and

WHEREAS, the aforesaid lands comprising Phases III, IV and V of the Condominium are defined in Paragraph VI(B) of the Declaration as the Phase III Land, the Phase IV Land and the Phase V Land, respectively; and

WHEREAS, Avery has elected not to add the Phase III Land, the Phase IV Land or the Phase V Land to the Condominium and pursuant to Article VII of the Declaration, Avery hereby records amongst the Public Records of Palm Beach County, Florida a notice evidencing its election.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Avery, Avery hereby certifies to the following:

1. The preamble as set forth above is true and hereby incorporated by reference herein.
2. Notice is hereby provided that Avery has elected not to add the Phase III Land, the Phase IV Land or the Phase V Land to the Condominium.

IN WITNESS WHEREOF, the undersigned has executed this document on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Geoffrey J. Mankin
John J. Hunsdon

STATE OF FLORIDA
COUNTY OF BROWARD

Avery Development Company - Boca
Raton, a Florida corporation

BY: *[Signature]*
James R. Stephens, President

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared James R. Stephens, as

FORWARDED BY MAIL

OFFICE OF THE CLERK OF THE
BROWARD COUNTY
FORT LAUDERDALE, FLORIDA 33301
1-800-342-0079