

**Porta Bella South/West,
A Condominium**

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

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA, a Florida corporation, doing business as PORTA BELLA PROPERTIES, as the owner in fee simple of the "Land", as hereinafter defined, hereby makes this Declaration of Condominium of Porta Bella South/West, A Condominium (the "Declaration") to be recorded amongst the Public Records of Palm Beach County, Florida where the "Land" is located and states and declares:

I SUBMISSION STATEMENT

American Bankers Life Assurance Company of Florida hereby submits the "Condominium Property", hereinafter defined, to condominium ownership pursuant to the "Condominium Act", Chapter 718, Florida Statutes, 1976 as amended by the 1977 Session of the Florida Legislature (the "Act"). This is a "Phase Condominium" as contemplated by Section 718.403 of the Act. The plan created by the several phases of this condominium is set forth in Articles V, VI and VII hereof.

II NAME

The name by which the condominium created hereunder (hereinafter referred to as the "Condominium") and the Condominium Property are to be identified is:

PORTA BELLA SOUTH/WEST, A CONDOMINIUM

III LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is attached hereto and made a part hereof as Exhibit A (the "Land"). The term "Land" shall also include the "Phase II Land" (as such term is hereinafter defined) if, as and when added to the Condominium pursuant to this Declaration, in accordance with Articles V, VI and VII hereof and the "Phase III Land" (as such term is hereinafter defined) if, as and when added to the Condominium pursuant to this Declaration in accordance with Articles V, VI and VII hereof.

IV DEFINITIONS

The terms contained in this Declaration shall have the meanings given such terms in the Act, and for clarification, the following terms shall have the following meanings:

A. "Porta Bella" means the planned, residential community located in Boca Raton, Palm Beach County, Florida, bearing that name, which is comprised of this Condominium; Porta Bella East, a Condominium, according to

Prepared by: BRIAN J. SHERR
Return to: RUDEN, BARNETT, McCLOSKEY & SCHUSTER
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

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the Declaration of Condominium thereof recorded in Official Records Book 2512, Page 1092 of the Public Records of Palm Beach County, Florida and any amendments thereto (hereinafter referred to as "Porta Bella East"); and other property serving the aforesaid condominiums.

B. "Porta Bella South/West". "Porta Bella South/West, A Condominium", or the "Condominium" means certain land and improvements in Boca Raton, Palm Beach County, Florida, which are submitted to condominium ownership pursuant to this Declaration and any amendments hereto.

C. "Phase" means certain land and improvements which are or may become a portion of Porta Bella South/West, as more particularly described in Articles V, VI and VII hereof.

D. "Developer" means American Bankers Life Assurance Company of Florida, doing business as Porta Bella Properties, its grantees, successors and assigns. An "Apartment Owner" (as hereinafter defined) shall not, solely by the purchase of an "Apartment" (as hereinafter defined), be deemed a successor or assign of Developer's rights or obligations under the "Condominium Documents" (as hereinafter defined) unless such Apartment Owner is specifically so designated as a successor or assign of such rights or obligations in the respective instrument of conveyance or other instrument executed by Developer.

E. "Act" means Chapter 118, Florida Statutes, 1976, as amended prior to the date hereof.

F. "Condominium Documents" means in the aggregate this Declaration, the "Articles", "By-Laws" (as those terms are hereinafter defined) and the documents referred to therein and the rules and regulations adopted by the "Association" (as hereinafter defined).

G. "Declaration" means this document.

H. "Apartment" means "unit", as set forth in the Act, and is that part of the Condominium Property which is subject to exclusive ownership. The Apartments shall be in the improvements defined as a "Building" in Paragraph A of Article V of this Declaration and in an amendment to this Declaration adding an additional Phase to this Condominium.

I. "Apartment Owner" means "unit owner", as set forth in the Act, and is the owner of an Apartment.

J. "Annual Assessment" means a share of funds required for the payment of "Common Expenses" (as hereinafter defined), which is assessed annually against an Apartment Owner.

K. "Special Assessment" means a share of funds required for the payment of Common Expenses which from time to time is assessed against an Apartment Owner in addition to the Annual Assessment.

L. "Common Expenses" means the expenses for which the Apartment Owners are liable to the Association as set forth in various Sections of the Act and the expenses described as "Common Expenses" in the Condominium Documents, and includes (i) operation, maintenance, repair or replacement of the "Common Elements" (as hereinafter defined), costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; (ii) expenses under the Operating Agreement described in Article XVIII hereof; (iii) expenses associated with property owned by the Association; and (iv) any other expenses designated as "Common Expenses" by the "Board"

(as hereinafter defined) in accordance with the Act and the Condominium Documents.

M. "Condominium Property" means the Land and all improvements thereon (including the Apartments) and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Notwithstanding anything contained herein, neither the Phase II Land nor the Phase III Land is included in the terms "Land" or "Condominium Property" until such Phase Land is submitted to condominium ownership pursuant to the provisions of this Declaration by an amendment hereto. Notwithstanding anything contained herein, the "Gas Facilities" (as that term is defined in Paragraph V.F. hereof) are not part of the Condominium Property.

N. "Common Elements" means the portions of the Condominium Property, including the Land, not included in the Apartments.

O. "Limited Common Elements" means those Common Elements reserved for the use of a certain Apartment or Apartments to the exclusion of other Apartments and which are more particularly described in Paragraph C of Article V and Paragraph C of Article VI of this Declaration.

P. "Operating Agreement" means the instrument entered into between Developer and the Association regulating the use of the "Boat Docks", Gas Facilities and the "Recreation Facilities", which terms are described in Articles V and VI hereof.

Q. "Association" means Porta Bella Yacht & Tennis Club Condominium Association, Inc., a Florida corporation not-for-profit, responsible for the operation of this Condominium and Porta Bella East.

R. "Articles" means the Articles of Incorporation of the Association.

S. "By-Laws" means the By-Laws of the Association.

T. "Board" means the Board of Directors of the Association.

V DESCRIPTION OF IMPROVEMENTS IN PHASE I

A. The Land and improvements (collectively "Phase I") being submitted to condominium ownership pursuant to this Declaration are described on the "Phase I Survey" (as hereinafter defined). The improvements in Phase I include one (1) four-story residential apartment building ("Building A") which contains, in addition to the Common Elements therein, fifty-one (51) Apartments. Each Apartment is identified by a letter and a three (3) digit Arabic number, and no Apartment bears the same designation as any other Apartment. The "Recreation Areas" and "Recreation Facilities" included within Phase I are designated as such on the Phase I Survey. In connection with Phase I, the Developer has provided the items of personal property set forth on Exhibit A-1 annexed hereto and made a part hereof, which personal property shall be owned by the Association.

B. Hereto annexed as Exhibit B and made a part hereof is a survey of Phase I, a graphic description of the improvements thereon and a plot plan thereof, collectively hereinafter referred to as the "Phase I Survey". The Phase I Survey shows and identifies, among other things, the Common Elements and each Apartment and shows their relative locations and approximate dimensions. Those portions of the Condominium Property designated on the Phase I Survey as being "Recreation Facilities" are available for use by all apartment owners in Porta Bella. Attached to the Phase I Survey and made a part of this Declaration is a certificate prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

C. 1. There are reflected on the Phase I Survey porches and balconies which are designated as Limited Common Elements. These Limited Common Elements are for the exclusive use of the Apartment which each one is intended to serve and which is adjacent thereto as shown on the Phase I Survey.

2. Each Apartment is served by a separate air conditioning compressor (or compressors with respect to Apartment A-109 only) located on the roof of Building A. Such air conditioning compressor (or compressors with respect to Apartment A-109 only) shall be a Limited Common Element with respect to, and solely for the use of, the Apartment served thereby. The Phase I Survey shows each of the separate air conditioning compressors on the roof of Building A serving an Apartment and the identification number of the Apartment each one serves.

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") 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.

4. The Limited Common Elements shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement as set forth in Articles IX and XVII hereof.

D. Certain of the parking spaces ("Parking Spaces") shown on the Phase I Survey will be set aside for guest parking ("Guest Parking Spaces"). Guest Parking Spaces shall be used by guests and business invitees of Apartment Owners under rules and regulations promulgated by the Board. There shall be assigned to each Apartment Owner the use of one (1) Parking Space in the manner described in Article XV hereof subject to the right of Developer to terminate such assignment as hereinafter set forth. If and when "Phase III" (as hereinafter defined) is submitted to condominium ownership pursuant to an amendment to this Declaration, then Developer reserves the right to assign to each Apartment Owner in Phase I the use of one (1) Parking Space in the parking garage planned for Phase III in the manner described in Article XV hereof and the assignment of use of such Parking Space located in Phase I shall terminate, and said Parking Space shall become a Guest Parking Space. Notwithstanding the fact that Parking Spaces may be assigned for the specific use of given Apartments, Parking Spaces remain Common Elements and shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement in the same manner as Common Elements. The use of the Parking Spaces by certain types of vehicles may be regulated and limited by rules and regulations promulgated by the Board. Developer reserves the right to use no more than six (6) Guest Parking Spaces in conjunction with its use of the Boat Docks and the Gas Facilities.

E. There are storage spaces ("Storage Spaces") contained in storage rooms on the Condominium Property within the Common Elements as shown on the Phase I Survey. Developer reserves the right to assign one (1) Storage Space to each Apartment. The use of such Storage Space shall be an appurtenance to the Apartment. Notwithstanding such assignment, Storage Spaces shall remain Common Elements and shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement in the same manner as Common Elements.

F. There are boat docks ("Boat Docks") and gas facilities ("Gas Facilities") shown on the Phase I Survey. The Boat Docks and Gas Facilities are not part of the Condominium Property but are, and shall be served, and shall

be continued to be served, by utilities which are part of the Condominium Property.

VI DESCRIPTION OF IMPROVEMENTS IN PHASE II AND PHASE III

A. The Developer is developing the Condominium as a Phase Condominium as provided for by Section 718.403 of the Act. In addition to the Land as set forth on Exhibit A and improvements described on the Phase I Survey being submitted to condominium ownership pursuant to this Declaration, the Developer contemplates that certain other real property and improvements may, by amendment hereto, be added to the Condominium as an additional Phase ("Phase II" and "Phase III", respectively, as hereinafter more particularly described). As a Phase is added to the Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon and the easements and rights appurtenant thereto which are submitted to condominium ownership as part of such Phase.

B. 1. Phase II, if added to this Condominium pursuant to this Declaration by amendment hereto, shall consist of the real property (the "Phase II Land") more particularly described in Exhibit D which is the survey and plot plan attached hereto and made a part hereof (the "Phase II Survey"). Attached to an amendment hereto adding Phase II to this Condominium shall be a Survey, Graphic Description of Improvements and Plot Plan for Phase II. The improvements shall include "Building B" which shall contain the Apartments more particularly described on Exhibit E attached hereto and made a part hereof and the "Recreation Areas" which are also described on Exhibit E hereto. As part of Phase II, the Developer shall provide the items of personal property set forth on Exhibit E, which personal property shall be owned by the Association upon recordation amongst the Public Records of Palm Beach County, Florida of an amendment hereto submitting Phase II to condominium ownership. If Phase II is submitted to condominium ownership pursuant to an amendment hereto, it will be completed no later than 1981.

2. Phase III, if added to this Condominium pursuant to this Declaration by amendment hereto, shall consist of the real property (the "Phase III Land") more particularly described in Exhibit F which is the survey and plot plan (the "Phase III Survey") attached hereto and made a part hereof. The improvements shall include "Building C", which shall contain the Apartments more particularly described in Exhibit G attached hereto and made a part hereof, and the "Recreation Areas" and "Recreation Facilities", which are also described in Exhibit G hereto. If Phase III is added to this Condominium, the Recreation Facilities within Phase III shall be for the use of all apartment owners in Porta Bella. There shall be attached to the amendment hereto adding Phase III to this Condominium a Survey, Graphic Description of Improvements and Plot Plan for Phase III. As part of Phase III, the Developer shall provide the items of personal property set forth on Exhibit G hereto, which personal property shall be owned by the Association upon recordation amongst the Public Records of Palm Beach County, Florida of an amendment hereto submitting Phase III to condominium ownership. If Phase III is submitted to condominium ownership pursuant to an amendment hereto, it will be completed no later than 1985.

C. 1. There shall be reflected on the Survey, Graphic Description of Improvements and Plot Plan for Phases II and III, respectively, porches and balconies which are designated as Limited Common Elements. These Limited

Common Elements are for the exclusive use of the Apartment each one is intended to serve and which is adjacent thereto.

2. Each Apartment may be served by separate air conditioning compressor located on the roof of Building B and Building C. If such separate air conditioning compressor serves each Apartment, it shall be a Limited Common Element with respect to, and solely for the use of, the Apartment served thereby.

3. The exterior walls of Building B and Building C, 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 Building C and any portions which are a part of Building B or Building C (the aforementioned improvements are hereinafter referred to as the "Exteriors") 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.

4. The Limited Common Elements shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement as set forth in Articles IX and XVII hereof.

5. There may be reflected on the Survey, Plot Plan and Graphic Description of Improvements for Phases II and III Boat Docks which shall not be part of the Condominium Property, but which will be served, and which will be continued to be served by utilities which are part of the Condominium Property.

D. Certain of the Parking Spaces within Phase II, if, as and when Phase II is added to this Condominium, and within Phase III, if, as and when Phase III is added to this Condominium, will be set aside for Guest Parking Spaces. Guest Parking Spaces shall be used by guests and business invitees of Apartment Owners under rules and regulations promulgated by the Board. There shall be assigned to each Apartment Owner in Phases II and III the use of one (1) Parking Space in the manner described in Article XV hereof subject to the right of Developer to terminate such assignments of Parking Spaces in Phase II as hereinafter set forth. If and when Phase III is submitted to condominium ownership by an amendment hereto, Developer reserves the right to assign to each Apartment Owner in Phase II the use of one (1) Parking Space in the parking garage planned for Phase III in the manner described in Article XV hereof and the assignment of use of such parking space located in Phase II shall terminate and said Parking Space shall become a Guest Parking Space. Notwithstanding the fact that the Parking Spaces may be assigned for the specific use of given Apartments, Parking Spaces remain Common Elements and shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement in the same manner as Common Elements. The use of the Parking Spaces by certain types of vehicles may be regulated and limited by rules and regulations promulgated by the Board. Developer reserves the right to use six (6) Guest Parking Spaces in both Phase II and Phase III in conjunction with its use of the Boat Docks.

E. If and when Phase II and Phase III are submitted to this Condominium, there may be storage rooms containing Storage Spaces on the Condominium Property within the Common Elements of Building B and Building C. Developer reserves the right to assign one (1) Storage Space to each Apartment within each respective Phase. The use of such Storage Space shall be an appurtenance to the Apartment. Notwithstanding such assignment, Storage Spaces shall remain Common Elements and shall be maintained, repaired and replaced and assessed for such maintenance, repair and replacement in the same manner as Common Elements.

F. The "Recreation Areas" and the personal property for Phase II, all of which are described in Exhibit E hereto, will not be built or provided if Phase II is not built and submitted to condominium ownership by an amendment hereto. The Recreation Areas and "Recreation Facilities", and the personal property for Phase III, all of which are described in Exhibit G hereto, will not be built or provided if Phase III is not built and submitted to condominium ownership pursuant to an amendment hereto. Completion of Phase II or Phase III and the submission thereof to condominium ownership pursuant to an amendment hereto will enlarge the number of Apartments in the Condominium and increase the number of persons having the right to use the Recreation Areas and Recreation Facilities then in existence.

G. The descriptions relating to Phase II and Phase III, or portions thereof, in this Article or the Exhibits herein mentioned, including, but not limited to, legal descriptions, graphic descriptions, numerical descriptions, narrative descriptions and the like, are approximations. Developer reserves the right to change the matters and items which such descriptions describe, provided that Developer may not change the percentage by which an Apartment Owner shares the Common Expenses and the "Common Surplus" (as defined in the Act) or owns the Common Elements unless such Apartment Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed consents thereto.

VII PHASE DEVELOPMENT

A. 1. The Common Elements shown on the Phase I Survey and included in Phase I will be owned by all Apartment Owners in all Phases submitted to condominium ownership pursuant to this Declaration or amendments hereto.

2. If Phase II is not added as part of the Condominium by amendment to this Declaration, no portion of Phase II (including, but not limited to, the Common Elements constituting a portion of Phase II) shall become a part of the Condominium. If Phase III is not added as part of the Condominium by amendment to this Declaration, no portion of Phase III (including, but not limited to, the Common Elements constituting a portion of Phase III) shall become a part of the Condominium.

3. If Phase II is added to the Condominium, then all of the Common Elements constituting a portion of Phase II shall become a part of the Condominium, with such Common Elements being owned by all Apartment Owners in all Phases constituting a portion of the Condominium. If Phase III is added to the Condominium, then all of the Common Elements constituting a portion of Phase III shall become a part of the Condominium with such Common Elements being owned by all Apartment Owners in all Phases constituting a portion of this Condominium.

4. Developer may, in its discretion, add Phase III to this Condominium and thereafter add Phase II.

B. 1. If only Phase I is submitted to condominium ownership pursuant to this Declaration, there will be fifty-one (51) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-1 attached hereto and made a part hereof.

2. If only Phase I and Phase II are submitted to condominium ownership pursuant to this Declaration, there will be a total of ninety-five (95) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-2 attached hereto and made a part hereof.

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 inferable 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 1. 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.

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.

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

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 and 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 twenty (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 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

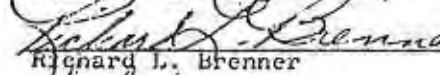
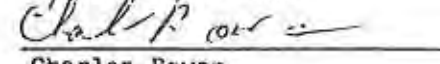
The principal offices of the Association shall be located at 799 East Jeffrey Street, Boca Raton, Florida 33432, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors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

ARTICLE XIII

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 do hereby
set their hands and seals this 20th day of December
1974, at Boca Raton, Palm Beach County, Florida.


Merrill Fartbrough [SEAL]

Richard L. Brenner [SEAL]

Charles Rowan [SEAL]

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss:

BEFORE ME, the undersigned authority, personally
appeared Herrill Yarbrough, Richard L. Brenner, and Charles Rowan

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]

Naida M. Koral

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12/31/75
BONDED BY THE FLORIDA DEPARTMENT OF REVENUE
My Commission Expires.

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.

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TO
DECLARATION OF CONDOMINIUM
PORTA BELLA SOUTH/NEST, 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:



2-2257(4) 988

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,

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Whenever 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:

- (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:

- (i) 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 upon 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.

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- (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

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.

- (ii) 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

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.

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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 possessory 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

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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 reserve 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.

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 Members owning the number of Condominium Units in the Condominium necessary to pass any amendment to these By-Laws shall execute an 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

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

INTERIM ASSESSMENTS

<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 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. Notwithstanding the foregoing, after the Interim Assessment Period terminates, each Apartment Owner who purchases an Apartment 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.

2557 PAGE 1000

*Not recorded
Port of ...
10/24/88
Cathy ...*

(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

was adopted by the affirmative vote of not less than two-thirds (2/3) of all Apartment Owners and by a majority of the members of the Board of Directors of the Association at a Special Joint Meeting of the Apartment Owners and the Board of Directors duly held on the 28th day of May, 1980.

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

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

Witness:

[Signature]
Lisa Hoffatto

PORTA BELLA YACHT & TENNIS CLUB
CONDOMINIUM ASSOCIATION, INC.

By:

[Signature]

Attest:

[Signature]
(SEAL)

STATE OF FLORIDA)
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, John F. Duke and Hugh Murphy, the President and Secretary, respectively, of PORTA BELLA YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., to me known 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 2nd day of June, 1980.

[Signature]
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires March 31, 1984
Succession State Notary Public Insurance Inc.

JOINDER AND CONSENT

Developer, as owner of the "Phase II Land", the "Phase III Land" (as those terms are defined in 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) hereby joins in and consents to the Certificate of Amendment to which this Joinder and Consent is attached.

Witness:

Richard L. Brenner
John F. Daley

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

By: John F. Daley
VICE PRESIDENT
Attest: Richard L. Brenner
SR. VICE PRESIDENT
(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. Daley and Richard L. Brenner, the Vice President and Sr. Vice President, respectively, of AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA, to me known 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 3 day of June, 1980.

John F. Daley
Notary Public

My Commission Expires:

Notary Public State of Florida
My Commission Expires June 2, 1982
Bonded thru Maynard Bonding Agency

83364 P0234

JOINDER AND CONSENT

FLAGSHIP NATIONAL BANK OF MIAMI, as Trustee under Trust Agreement dated June 3, 1980 known as Trust # 193100 LT, which has acquired the "Phase II Land", the "Phase III Land" (as those terms are defined in 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) from 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.

FLAGSHIP NATIONAL BANK OF MIAMI,
as Trustee under Trust Agreement
dated June 3, 1980 known as
Trust # 193100 LT

WITNESSES:

Nancy Hessler
Muri J. Barrett

By:

Attest:

Charles D. Long
Richard V. Rader

(SEAL)

STATE OF (Florida)

SS.

COUNTY OF (Palm Beach)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Charles D. Long and Richard V. Rader the St. Vice President of Flagship National Bank of Miami, as Trustee under Trust Agreement dated June 3, 1980 known as Trust # 193100 LT, to be known to be the persons who signed the foregoing 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 expressed 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 12th day of August, 1980.

Francis J. [Signature]
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES - 12-31-82
RECEIVED FROM [Name] & [Name] - [Address]

B3364 P0235

RESOLUTION
FROM SPECIAL JOINT MEETING
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 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 the Declaration of Condominium attached hereto as Exhibit A and made a part hereof.

B3364 P0236

EXHIBIT A

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

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA, a Florida corporation, doing business as PORTA BELLA PROPERTIES, as the owner in fee simple of the "Land", as hereinafter defined, hereby makes this Declaration of Condominium of Porta Bella South/West, A Condominium (the "Declaration") to be recorded amongst the Public Records of Palm Beach County, Florida where the "Land" is located and states and declares:

I SUBMISSION STATEMENT

American Bankers Life Assurance Company of Florida hereby submits the "Condominium Property", hereinafter defined, to condominium ownership pursuant to the "Condominium Act", Chapter 718, Florida Statutes, 1976 as amended by the 1977 Session of the Florida Legislature (the "Act"). This is a "Phase Condominium" as contemplated by Section 718.403 of the Act. The plan created by the several phases of this condominium is set forth in Articles V, VI and VII hereof.

II NAME

The name by which the condominium created hereunder (hereinafter referred to as the "Condominium") and the Condominium Property are to be identified is:

PORTA BELLA SOUTH/WEST, A CONDOMINIUM

III LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is attached hereto and made a part hereof as Exhibit A (the "Land"). The term "Land" shall also include the "Phase II Land" (as such term is hereinafter defined) if, as and when added to the Condominium pursuant to this Declaration in accordance with Articles V, VI and VII hereof and the, "Phase III Land", "Phase IV Land" and "Phase V Land" (as such terms is are hereinafter defined) if, as and when added to the Condominium pursuant to this Declaration in accordance with Articles V, VI and VII hereof.

IV DEFINITIONS

The terms contained in this Declaration shall have the meanings given such terms in the Act, and for clarification, the following terms shall have the following meanings:

A. "Porta Bella" means the planned, residential community located in Boca Raton, Palm Beach County, Florida, bearing that name, which is comprised of this Condominium, Porta Bella East, a Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book

2512, Page 1092 of the Public Records of Palm Beach County, Florida and any amendments thereto (hereinafter referred to as "Porta Bella East"); and other property serving the aforesaid condominiums.

B. "Porta Bella South/West", "Porta Bella South/West, A Condominium", or the "Condominium" means certain land and improvements in Boca Raton, Palm Beach County, Florida, which are submitted to condominium ownership pursuant to this Declaration and any amendments hereto.

C. "Phase" means certain land and improvements which are or may become a portion of Porta Bella South/West, as more particularly described in Articles V, VI and VII hereof.

D. "Developer" means American Bankers Life Assurance Company of Florida, doing business as Porta Bella Properties, its grantees, successors and assigns. An "Apartment Owner" (as hereinafter defined) shall not, solely by the purchase of an "Apartment" (as hereinafter defined), be deemed a successor or assign of Developer's rights or obligations under the "Condominium Documents" (as hereinafter defined) unless such Apartment Owner is specifically so designated as a successor or assign of such rights or obligations in the respective instrument of conveyance or other instrument executed by Developer.

E. "Act" means Chapter 718, Florida Statutes, 1976, as amended prior to the date hereof.

F. "Condominium Documents" means in the aggregate this Declaration, the "Articles", "By-Laws" (as those terms are hereinafter defined) and the documents referred to therein and the rules and regulations adopted by the "Association" (as hereinafter defined).

G. "Declaration" means this document.

H. "Apartment" means "unit", as set forth in the Act, and is that part of the Condominium Property which is ~~subject~~ to exclusive ownership. The Apartments shall be in the improvements defined as a "Building" in Paragraph A of Article V of this Declaration and in an amendment to this Declaration adding an additional Phase to this Condominium.

I. "Apartment Owner" means "unit owner" as set forth in the Act, and is the owner of an Apartment.

J. "Annual Assessment" means a share of funds required for the payment of "Common Expenses" (as hereinafter defined), which is assessed annually against an Apartment Owner.

K. "Special Assessment" means a share of funds required for the payment of Common Expenses which from time to time is assessed against an Apartment Owner in addition to the Annual Assessment.

L. "Common Expenses" means the expenses for which the Apartment Owners are liable to the Association as set forth in various Sections of the Act and the expenses described as "Common Expenses" in the Condominium Documents, and includes (i) operation, maintenance, repair or replacement of the "Common Elements" (as hereinafter defined), costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; (ii) expenses under the Operating Agreement described in Article XVIII hereof; (iii) expenses associated with property owned by the Association; and (iv) any other expenses designated as "Common Expenses" by the "Board"

(as hereinafter defined) in accordance with the Act and the Condominium Documents.

M. "Condominium Property" means the Land and all improvements thereon (including the Apartments) and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Notwithstanding anything contained herein, neither the Phase II Land, nor the Phase III Land, the Phase IV Land nor the Phase V Land is included in the terms "Land" or "Condominium Property" until such Phase Land is submitted to condominium ownership pursuant to the provisions of this Declaration by an amendment hereto. Notwithstanding anything contained herein, the "Gas Facilities" (as that term is defined in Paragraph V.F. hereof) are not part of the Condominium Property.

N. "Common Elements" means the portions of the Condominium Property, including the Land, not included in the Apartments.

O. "Limited Common Elements" means those Common Elements reserved for the use of a certain Apartment or Apartments to the exclusion of other Apartments and which are more particularly described in Paragraph C of Article V and Paragraph C of Article VI of this Declaration.

P. "Operating Agreement" means the instrument and any amendments thereto entered into between Developer and the Association regulating the use of the "Boat Docks", Gas Facilities and the "Recreation Facilities", which terms are described in Articles V and VI hereof.

Q. "Association" means Porta Bella Yacht & Tennis Club Condominium Association, Inc., a Florida corporation not-for-profit, responsible for the operation of this Condominium and Porta Bella East.

R. "Articles" means the Articles of Incorporation of the Association, as amended.

S. "By-Laws" means the By-Laws of the Association.

T. "Board" means the Board of Directors of the Association.

V DESCRIPTION OF IMPROVEMENTS IN PHASE I

A. The Land and improvements (collectively "Phase I") being submitted to condominium ownership pursuant to this Declaration are described on the "Phase I Survey" (as hereinafter defined). The improvements in Phase I include one (1) four-story residential apartment building ("Building A") which contains, in addition to the Common Elements therein, fifty-one (51) Apartments. Each Apartment is identified by a letter and a three (3) digit Arabic number, and no Apartment bears the same designation as any other Apartment. The "Recreation Areas" and "Recreation Facilities" included within Phase I are designated as such on the Phase I Survey. In connection with Phase I, the Developer has provided the items of personal property set forth on Exhibit A-1 annexed hereto and made a part hereof, which personal property shall be owned by the Association.

B. Hereto annexed as Exhibit B and made a part hereof is a survey of Phase I, a graphic description of the improvements thereon and a plot plan thereof, collectively hereinafter referred to as the "Phase I Survey". The Phase I Survey shows and identifies, among other things, the Common Elements and each Apartment and shows their relative locations and approximate

dimensions. Those portions of the Condominium Property designated on the Phase I Survey as being "Recreation Facilities" are available for use by all apartment owners in Porta Bella. Attached to the Phase I Survey and made a part of this Declaration is a certificate prepared, signed and conforming with the requirements of Section 718.104(4)(c) of the Act.

1. There are reflected on the Phase I Survey porches and balconies which are designated as Limited Common Elements. These Limited Common Elements are for the exclusive use of the Apartment which each one is intended to serve and which is adjacent thereto as shown on the Phase I Survey.

2. Each Apartment is served by a separate air conditioning compressor (or compressors with respect to Apartment A-109 only) located on the roof of Building A. Such air conditioning compressor (or compressors with respect to Apartment A-109 only) shall be a Limited Common Element with respect to, and solely for the use of, the Apartment served thereby. The Phase I Survey shows each of the separate air conditioning compressors on the roof of Building A serving an Apartment and the identification number of the Apartment each one serves.

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") 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.

4. The Limited Common Elements shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement as set forth in Articles IX and XVII hereof.

D. Certain of the parking spaces ("Parking Spaces") shown on the Phase I Survey will be set aside for guest parking. ("Guest Parking Spaces"). Guest Parking Spaces shall be used by guests and business invitees of Apartment Owners under rules and regulations promulgated by the Board. There shall be assigned to each Apartment Owner the use of one (1) Parking Space in the manner described in Article XV hereof subject to the right of Developer to terminate such assignment as hereinafter set forth. If and when "Phase III" (as hereinafter defined) is submitted to condominium ownership pursuant to an amendment to this Declaration, then Developer reserves the right to assign to each Apartment Owner in Phase I the use of one (1) Parking Space in the parking garage planned for Phase III in the manner described in Article XV hereof and the assignment of use of such Parking Space located in Phase I shall terminate, and said Parking Space shall become a Guest Parking Space. Notwithstanding the fact that Parking Spaces may be assigned for the specific use of given Apartments, Parking Spaces remain Common Elements and shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement in the same manner as Common Elements. The use of the Parking Spaces by certain types of vehicles may be regulated and limited by rules and regulations promulgated by the Board. Developer reserves the right to use no more than six (6) Guest Parking Spaces in conjunction with its use of the Boat Docks and the Gas Facilities.

E. There are storage spaces ("Storage Spaces") contained in storage rooms on the Condominium Property within the Common Elements as shown on the Phase I Survey. Developer reserves the right to assign one (1) Storage Space to each Apartment. The use of such Storage Space shall be an appurtenance to the Apartment. Notwithstanding such assignment, Storage Spaces

shall remain Common Elements and shall be maintained, repaired; replaced and assessed for such maintenance, repair and replacement in the same manner as Common Elements.

F. There are boat docks ("Boat Docks") and gas facilities ("Gas Facilities") shown on the Phase I Survey. The Boat Docks and Gas Facilities are not part of the Condominium Property but are, and shall be served, and shall be continued to be served, by utilities which are part of the Condominium Property.

VI DESCRIPTION OF IMPROVEMENTS IN PHASE II, AND PHASE III, PHASE IV AND PHASE V

A. The Developer is developing the Condominium as a Phase Condominium as provided for by Section 718.403 of the Act. In addition to the Land as set forth on Exhibit A and improvements described on the Phase I Survey being submitted to condominium ownership pursuant to this Declaration, the Developer contemplates that certain other real property and improvements may, by one or more amendments hereto, be added to the Condominium as an additional Phase ("Phase II", and "Phase III", "Phase IV" and "Phase V", respectively, as hereinafter more particularly described). As a Phase is added to the Condominium, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon and the easements and rights appurtenant thereto which are submitted to condominium ownership as part of such Phase.

B. 1. Phase II, if added to this Condominium pursuant to this Declaration by amendment hereto, shall consist of the real property (the "Phase II Land") more particularly described in Exhibit D which is the survey and plot plan attached hereto and made a part hereof (the "Phase II Survey"). Attached to an amendment hereto adding Phase II to this Condominium shall be a Survey, Plot Plan and Graphic Description of Improvements and Plot Plan for Phase II. The improvements shall include "Building B" which shall contain the Apartments more particularly described on Exhibit E attached hereto and made a part hereof and the "Recreation Areas" which are also described on Exhibit E hereto. As part of Phase II, the Developer shall provide the items of personal property set forth on Exhibit E, which personal property shall be owned by the Association upon recordation amongst the Public Records of Palm Beach County, Florida of an amendment hereto submitting Phase II to condominium ownership. If Phase II is submitted to condominium ownership pursuant to an amendment hereto, it will be completed no later than December 31, 1981.

2. Phase III, if added to this Condominium pursuant to this Declaration by amendment hereto, shall consist of the real property (the "Phase III Land") more particularly described in Exhibit F which is the survey and plot plan (the "Phase III Survey") attached hereto and made a part hereof. The improvements shall include "Building C", which shall contain the Apartments more particularly described in Exhibit G attached hereto and made a part hereof, a parking garage and the "Recreation Areas" and "Recreation Facilities", which are also described in Exhibit G hereto. If Phase III is added to this Condominium, the Recreation Facilities within Phase III shall be for the use of all apartment owners in Porta Bella. There shall be attached to the amendment hereto adding Phase III to this Condominium a Survey, Plot Plan and Graphic Description of Improvements and Plot Plan for Phase III. As part of Phase III, the Developer shall provide the items of personal property set forth on Exhibit G hereto, which personal property shall be owned by the Association

upon recordation amongst the Public Records of Palm Beach County, Florida of an amendment hereto submitting Phase III to condominium ownership. If Phase III is submitted to condominium ownership pursuant to an amendment hereto, it will be completed no later than December 31, 1985.

3. Phase IV, if added to this Condominium pursuant to this Declaration by amendment hereto, shall consist of the real property (the "Phase IV Land") more particularly described in Exhibit H which is the survey and plot plan (the "Phase IV Survey") attached hereto and made a part hereof. The improvements shall include "Building D" which shall contain the Apartments more particularly described in Exhibit I attached hereto and made a part hereof. There shall be attached to the amendment hereto adding Phase IV to this Condominium a Survey, Plot Plan and Graphic Description of Improvements for Phase IV. If Phase IV is submitted to condominium ownership pursuant to an amendment hereto, it will be completed no later than December 31, 1985.

4. Phase V, if added to this Condominium pursuant to this Declaration by amendment hereto, shall consist of the real property (the "Phase V Land") more particularly described in Exhibit J which is the survey and plot plan (the "Phase V Survey") attached hereto and made a part hereof. The improvements shall include "Building E" which shall contain the Apartments more particularly described in Exhibit K attached hereto and made a part hereof and the "Recreation Areas" which are also described in Exhibit K hereto. There shall be attached to the amendment hereto adding Phase V to this Condominium a Survey, Plot Plan and Graphic Description of Improvements for Phase V. As part of Phase V, the Developer shall provide the items of personal property set forth on Exhibit K hereto, which personal property shall be owned by the Association upon recordation amongst the Public Records of Palm Beach County, Florida of an amendment hereto submitting Phase V to condominium ownership. If Phase V is submitted to condominium ownership pursuant to an amendment hereto, it will be completed no later than December 31, 1985.

C. 1. There shall be reflected on the Survey, Plot Plan and Graphic Description of Improvements and Plot Plan for Phases II, III, IV and V, respectively, porches and balconies which are designated as Limited Common Elements. These Limited Common Elements are for the exclusive use of the Apartment each one is intended to serve and which is adjacent thereto.

2. Each Apartment may be served by a separate air conditioning compressor located on the roof of Buildings B, and Building C, D and E. If such separate air conditioning compressor serves each an Apartment, it shall be a Limited Common Element with respect to, and solely for the use of, the Apartment served thereby.

3. The exterior walls of Buildings B, and Building 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, and Building C, D and E, respectively, and any portions which are a part of Buildings B, and Building C, D and E (the aforementioned improvements are hereinafter referred to as the "Exteriors") 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.

4. The Limited Common Elements shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement as set forth in Articles IX and XVII hereof.

5. There may be reflected on the Survey, Plot Plan and Graphic Description of Improvements for Phases II and III Boat Docks which shall not be part of the Condominium Property, but which will be served, and which will be continued to be served, by utilities which are part of the Condominium Property.

D. Certain of the Parking Spaces within Phase II, if as and when Phase II is added to this Condominium and Phase III, if as and when Phase III is added to this Condominium will be set aside for Guest Parking Spaces. Guest Parking Spaces shall be used by guests and business invitees of Apartment Owners under rules and regulations promulgated by the Board. There shall be assigned to each Apartment Owner in a Phases II and III the use of one (1) Parking Space in the manner described in Article XV hereof subject to the right of Developer to terminate such assignments of Parking Spaces in such Phase II as hereinafter set forth. If and when Phase III is submitted to condominium ownership by an amendment hereto, Developer reserves the right to assign to each Apartment Owner in Phases II, III, IV and V the use of one (1) Parking Space in the parking garage planned for Phase III in the manner described in Article XV hereof and the assignment of use of such Apartment Owner's assigned Parking Space, if any, located in Phase II shall terminate and said prior assigned Parking Space shall become a Guest Parking Space. Notwithstanding the fact that the Parking Spaces may be assigned for the specific use of given Apartments, Parking Spaces remain Common Elements and shall be maintained, repaired, replaced and assessed for such maintenance, repair and replacement in the same manner as Common Elements. The use of the Parking Spaces by certain types of vehicles may be regulated and limited by rules and regulations promulgated by the Board. Developer reserves the right to use six (6) Guest Parking Spaces in Phase II and a total of six (6) Guest Parking Spaces in Phase III in conjunction with its use of the Boat Docks.

E. If and when Phases II, and Phase III, IV and V are submitted to this Condominium, there may be storage rooms containing Storage Spaces on the Condominium Property within the Common Elements of Buildings B, and Building C, D and E. Developer reserves the right to assign one (1) Storage Space to each Apartment within each respective Phase. The use of such Storage Space shall be an appurtenance to the Apartment. Notwithstanding such assignment, Storage Spaces shall remain Common Elements and shall be maintained, repaired and replaced and assessed for such maintenance, repair and replacement in the same manner as Common Elements.

F. The "Recreation Areas" and the personal property for Phase II, all of which are described in Exhibit E hereto, will not be built or provided if Phase II is not built and submitted to condominium ownership by an amendment hereto. The Recreation Areas and "Recreation Facilities", and the personal property for Phases III and V, all of which are described in Exhibits G and K, respectively, hereto will not be built or provided if the Phase II in which such Recreation Areas and Recreation Facilities are located is not built and submitted to condominium ownership pursuant to an amendment hereto. Completion of Phases II, or Phase III, IV and V and the submission thereof to condominium ownership pursuant to an amendment hereto will enlarge the number of Apartments in the Condominium and increase the number of persons having the right to use the Recreation Areas and Recreation Facilities then in existence.

G. The descriptions relating to Phases II, and Phase III, IV and V or portions thereof, in this Article or the Exhibits herein mentioned, including, but not limited to, legal descriptions, graphic descriptions, numerical descriptions, narrative descriptions and the like, are approximations. Developer reserves the right to change the matters and items which such descriptions

describe, provided that Developer may not change the percentage by which an Apartment Owner shares the Common Expenses and the "Common Surplus" (as defined in the Act) or owns the Common Elements unless such Apartment Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed consents thereto.

VII PHASE DEVELOPMENT

A. 1. The Common Elements shown on the Phase I Survey and included in Phase I will be owned by all Apartment Owners in all Phases submitted to condominium ownership pursuant to this Declaration or amendments hereto.

2. If a Phase ~~II~~ (other than Phase I) is not added as part of the Condominium by amendment to this Declaration, no portion of such Phase ~~II~~ (including, but not limited to, the Common Elements constituting a portion of such Phase ~~II~~) shall become a part of the Condominium. ~~If Phase II is not added as part of the Condominium by amendment to this Declaration, no portion of Phase II (including, but not limited to, the Common Elements constituting a portion of Phase II) shall become a part of the Condominium.~~

3. If a Phase ~~II~~ is added to the Condominium, then all of the Common Elements constituting a portion of such Phase ~~II~~ shall become a part of the Condominium, with such Common Elements being owned by all Apartment Owners in all Phases constituting a portion of the Condominium. ~~If Phase II is added to the Condominium, then all of the Common Elements constituting a portion of Phase II shall become a part of the Condominium with such Common Elements being owned by all Apartment Owners in all Phases constituting a portion of this Condominium.~~

4. Developer may, in its discretion, add Phase ~~II~~ to this Condominium and thereafter add Phase ~~II~~.

B. 1. If only Phase I is submitted to condominium ownership pursuant to this Declaration, there will be fifty-one (51) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-1 attached hereto and made a part hereof.

2. If only Phase I and Phase II are submitted to condominium ownership pursuant to this Declaration, there will be a total of ninety-five (95) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-2 attached hereto and made a part hereof.

3. If only Phase I and Phase ~~II~~ are submitted to condominium ownership pursuant to this Declaration, there will be a total of three hundred sixty-three (363) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit G-3 attached hereto and made a part hereof.

4. If only Phase I, Phase II and Phase III are submitted to condominium ownership pursuant to this Declaration, there will be four hundred seven (407) a total of two hundred seven (207) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-43 attached hereto and made a part hereof.

4. If only Phase I, Phase II, Phase III and Phase IV are submitted to condominium ownership pursuant to this Declaration, there will be two hundred ninety-five (295) Apartments, each having one (1) vote in the Association.

ciation and each having the percentage of ownership in the Association as set forth in Exhibit C-4 attached hereto and made a part hereof.

5. If Phase I, Phase II, Phase III, Phase IV and Phase V are submitted to condominium ownership pursuant to this Declaration, there will be three hundred ninety-one (391) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-5 attached hereto and made a part hereof.

6. If Phase I, Phase II and Phase V are submitted to condominium ownership pursuant to this Declaration, there will be one hundred ninety-one (191) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-6 attached hereto and made a part hereof.

7. If Phase I, Phase II, Phase IV and Phase V are submitted to condominium ownership pursuant to this Declaration, there will be two hundred seventy-nine (279) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-7 attached hereto and made a part hereof.

C. Developer, in its absolute discretion, reserves the right to add or not to add either Phases II, or Phase III, or both IV or V as part of this Condominium. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of either such Phases II or Phase III shall be affected or encumbered by this Declaration except as provided in Paragraphs D and E of Article XII, of this Declaration, unless and until such Phase (either Phases II, or Phase III, or both IV or V, as the case may be) is added to the Condominium by amendment to this Declaration recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the fact that the foregoing portion of this Paragraph C is self-operative, if the Developer determines not to add either Phase II, or Phase III, or both IV or V to this Condominium, Developer may, in addition to any actions otherwise required by the Act, record amongst the Public Records of Palm Beach County, Florida a notice to the effect that such Phase or Phases, as the case may be, will not be added to this Condominium. In the event Developer does not add Phases II, III, IV or V as part of this Condominium, nothing contained herein shall affect Developer's right to develop the Phase II Land, Phase III Land, Phase IV Land or Phase V Land, as the case may be, in any manner determined by Developer, provided such development is in accordance with applicable zoning regulations.

D. The descriptions relating to Phases II, and Phase III, IV or V, or portions thereof, in this Article or the Exhibits herein mentioned, including, but not limited to, legal descriptions, graphic descriptions, numerical descriptions, narrative descriptions and the like, are approximations. Developer reserves the right to change the matters and items which such descriptions describe, provided that Developer may not change the percentage by which an Apartment Owner shares the Common Expenses and Common Surplus or owns the Common Elements unless such Apartment Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed consents thereto.

VIII UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each of the Apartments shall have appurtenant thereto an undivided share in the Common Elements in accordance with the schedules of ownership of Common Elements hereto annexed as Exhibits C-1, C-2, C-3, and C-4, C-5, C-6 and C-7 and made a part hereof, subject, however, to the rights of

Apartment Owners to use the Common Elements in accordance with the provisions of this Declaration.

B. 1. Exhibit C-1, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if only Phase I is included in this Condominium.

2. Exhibit C-2, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if only Phase II is added to Phase I as a part of this Condominium.

3. Exhibit C-3, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if only Phase III is added to Phase I as a part of this Condominium.

4. Exhibit C-4, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if both only Phases II and Phase III are added to Phase I as a part of this Condominium.

5. Exhibit C-5, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if only Phases II, III and IV are added to Phase I as a part of this Condominium.

6. Exhibit C-6, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if only Phases II, III, IV and V are added to Phase I as a part of this Condominium.

7. Exhibit C-7, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if only Phases II, IV and V are added to Phase I as a part of this Condominium.

IX SHARES IN COMMON EXPENSES AND COMMON SURPLUS

A. The Common Expenses shall be shared and the Common Surplus shall be owned by each Apartment Owner in proportion to each Apartment Owner's percentage share in the Common Elements set forth in Exhibits C-1, C-2, C-3, and C-4, C-5, C-6 and C-7, attached to this Declaration and made a part hereof.

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 shall pay a percentage of the cost of repair, replacement or modification thereof, which percentages are set forth in Exhibits C-1, C-5 and C-6, C-8, C-9, C-10 and C-11, to this Declaration for Phases I, II, and 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.

X VOTING RIGHTS OF APARTMENT OWNERS

A. Each owner or the owners collectively of the fee simple title of

record of an Apartment shall be entitled to one (1) vote in the Association with respect to matters on which a vote by Apartment Owners is taken under the Condominium Documents or the Act.

B. The vote of the owners of an Apartment owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate executed by all of the owners of the Apartment or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate similarly executed and filed. If such a certificate is not filed with the Secretary of the Association, the vote of such Apartment shall not be considered for a quorum or for any other purpose.

C. Notwithstanding the provisions of Paragraph B. of this Article X, whenever any Apartment is owned by husband and wife, absent any written notice by them to the Association 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 of the Association for the purpose of determining a quorum and casting the vote for each Apartment owned by them without the necessity of filing a certificate.

XI ASSOCIATION

A. The Association, a corporation not-for-profit, organized and existing under the laws of the State of Florida is responsible for the operation of this Condominium and Porta Bella East. A true copy of the Articles of the Association is hereto annexed as Exhibit H L and made a part hereof. A true copy of the By-Laws of the Association is hereto annexed as Exhibit I M and made a part hereof.

B. Each Apartment Owner shall be a member of the Association in accordance with the provisions of the Articles.

C. An Apartment Owner who purchases his Apartment from an entity other than Developer shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

D. The property comprising Porta Bella South, et al is being developed by Developer under a Phase development plan as set forth in Articles V, VI and VII hereof. However, nothing contained in the Condominium Documents shall require the Developer to submit either Phases II, or Phase III, or both IV or V to condominium ownership pursuant to this Declaration.

XII EASEMENTS

A. Perpetual Nonexclusive Easement to Public Ways

1. The driveway portions of the Common Elements and any walks or other rights-of-way in this Condominium as shown on the Phase I Survey, or the Phase II Survey if Phase II is submitted to condominium ownership pursuant to this Declaration by amendment hereto or the Phase III Survey if Phase III surveys for Phases II, III, IV and V if all are submitted to condominium ownership pursuant to this Declaration by amendment hereto, or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same to public ways, including dedicated

streets, and the Boat Docks, Gas Facilities and the Recreation Facilities, which easement is hereby created in favor of all the Apartment Owners in this Condominium, apartment owners in Porta Bella East and Developer for their use and for the use of their family members, guests, invitees, lessees or licensees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

2. Pursuant to the Declaration of Condominium for Porta Bella East, the common elements of Porta Bella East are subject to perpetual non-exclusive easements of way over all roads and walkways in favor of the Apartment Owners, to and from Porta Bella East and this Condominium for their use, and the use of their immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of the Apartment Owners, but subject to all restrictions in the condominium documents for Porta Bella East.

B. Easements and Cross-Easements on Common Elements

Developer, for itself, its nominee and the Association, reserves the right to impose upon the Common Elements of Phase I and the Common Elements of Phases II, and Phase III, IV or V, if submitted to condominium ownership, henceforth and from time to time such easements and cross-easements for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, Boat Docks, Gas Facilities, Recreation Facilities, other improvements, security, garbage and waste removal and the like as it deems to be necessary and proper for this Condominium.

C. Easements and Cross Easements on Limited Common Elements

Each apartment owner within Porta Bella shall have an easement for ingress and egress through the doorway in the Locations shown on the Survey, Plot Plan and Graphic Description of Improvements for each Phase.

D. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto (including improvements within a Phase not yet added to this Condominium) or caused by minor inaccuracies in building or rebuilding of such improvements. In addition, Phases not yet added to this Condominium shall be subject to easements for encroachments which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

E. Drainage, Utility and Access Easements

Certain portions of the Common Elements of this Condominium are subject to drainage, utility and access easements as shown on the Phases I, Phase II, and Phase III, IV and V Surveys, in addition to those described in the other Paragraphs of this Article XII. Further, the Surveys, Plot Plans and Graphic Descriptions of Improvements for Phase II, and Phase III, Phase IV and Phase V which will be recorded as part of the amendment submitting

each respective Phase to condominium ownership, if so submitted, may set forth additional easements.

F. Easements to Parking Garage

In the event Phase V and Phase IV are added to this Condominium pursuant to an amendment hereto before Phase III is added to this Condominium pursuant to an amendment hereto, then upon completion of the parking garage ("Parking Garage") planned for Phase III, Apartment Owners in this Condominium and apartment owners in Porta Bella East and their family members, guests, invitees, lessees and licensees, shall have a reasonable easement over the Phase III Land at such location or locations as the owner thereof may provide for purposes of access to and use of the Recreation Facilities located on top of the Parking Garage, and Apartment Owners in this Condominium and their family members, guests, invitees, lessees and licensees, shall have a reasonable easement over the Phase III Land for purposes of access to and use of the parking spaces located in the Parking Garage. The easements and easement requirements set forth in this Paragraph F shall terminate upon the addition of Phase III to this Condominium pursuant to an amendment hereto.

XIII APPORTIONMENT OF TAX OR SPECIAL
ASSESSMENT IF LEVIED AND ASSESSED
AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any tax or special assessment against this Condominium as a whole rather than levying and assessing such tax or special assessment against each Apartment (hereinafter referred to as a "New Tax"), then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual budget of the Association or, if not possible, shall be separately levied and collected as a Special Assessment by the Association against all of the Apartment Owners. Each Apartment Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to that percentage by which such Apartment Owner shares in the Common Elements. In the event any New Tax shall be levied, the Association shall separately specify and identify that portion of the annual budget or of the Special Assessment attributable to such New Tax, and the portions of such New Tax allocated to an Apartment shall be and constitute a lien upon such Apartment to the same extent as though such New Tax had been separately levied by the taxing authority upon each Apartment at the time of the Annual Assessments following such budget or the levying of such Special Assessment.

B. All personal property and real property taxes levied or assessed against personal and real property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual budget of the Association.

XIV OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only, except that Apartment A-107 will be used as an office for the Association to carry on its business and Apartment A-109 and Apartments C-129 and C-130, if Phase III is submitted to condominium ownership by amendment hereto, will be used by the Association and the Apartment Owners for recreational purposes. No separate part of an Apartment may be rented, and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein.

for compensation or commercial purposes except as set forth in this Paragraph A. No trade, business, profession or other type of commercial activity may be conducted in any Apartment.

B. No Apartment may be rented for a term of less than three (3) month and no Apartment may be rented more than two (2) times within any twelve (12) month period.

C. No more than two (2) persons may permanently reside in a one (1) bedroom Apartment. No more than four (4) persons may permanently reside in a two (2) bedroom Apartment. No more than six (6) persons may permanently reside in a three (3) bedroom Apartment. For the purposes of applying this Paragraph C, a den within an Apartment shall be considered a bedroom.

D. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment or the Common Elements or which will obstruct or interfere with the rights of other Apartment Owners or the Association. No Apartment Owner shall annoy other Apartment Owners by unreasonable noises or otherwise, and no Apartment Owner shall commit or permit to be committed any nuisance or immoral or illegal act in his Apartment or on the Common Elements. No floor covering except carpeting or area rugs may be installed in an Apartment without the prior written consent of the Association, which consent may be unreasonably withheld. No carpet or floor tiles shall be installed on any porch or balcony without the prior written consent of the Association, which consent may be unreasonably withheld.

E. No Apartment Owner shall display any sign, advertisement or notice of any type on the exterior of his Apartment, the Common Elements or at any window or other part of his Apartment or on any personal property located therein; no Apartment Owner shall erect any exterior antennae or aerials upon his Apartment or the Common Elements; and no Apartment Owner shall cause anything to project out of any window, door or porch or balcony except as may be approved in writing by the Association.

F. As of the 15th day of September, 1980, 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 the 30th day of MAY, 1980 ("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 (25) pounds; provided, however, that if any 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 owns as of the 30th day of MAY, 1980. 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.

G. An Apartment Owner shall not be permitted to keep any boat or trailer or truck or camper, van, recreational vehicle or other vehicle which is not a private passenger car on any portion of the Condominium Property and any such vehicle shall be removed at the expense of the Apartment Owner responsible therefor. The use of the Parking Spaces by certain types of vehicles may be further regulated and limited by rules and regulations promulgated by the Association.

H. No clothesline or other similar device shall be allowed on any portion of the Condominium Property.

I. Each Apartment Owner shall keep his Apartment in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors, windows or porch or balcony thereof any dirt or other substances.

J. No awnings, curtains, shades, venetian blinds, window guards, light reflective materials, aluminum foil, or other window covering, hurricane or storm shutters, ventilators, screens, fans or air conditioning devices shall be attached or affixed to the exterior of or be used in or about an Apartment or porch or balcony, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. All draperies shall have white liners except if the portion of such drapery facing the window is white and only white shades or white venetian blinds or white wood shutters may be used, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

K. Each Apartment Owner who plans to be absent from his Apartment during the hurricane season must prepare his Apartment prior to his departure by removing all furniture, potted plants and other movable objects from his balcony or porch, if any, and by designating a responsible firm or individual satisfactory to the Association to care for his Apartment should the Apartment suffer hurricane damage. No hurricane shutters may be installed without first applying in writing on a form supplied by the Association and without the prior written consent of the Association, which consent may be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Apartment Owner's expense.

L. Waterclosets and other water apparatus on the Condominium Property shall not be used for any purposes other than those for which they were constructed. An Apartment Owner shall pay for any damage to the Apartments, their contents and/or the Common Elements because of the misuse of waterclosets or other apparatus in his Apartment. Liability for any damage to an Apartment caused by the moving or carrying of any article on the Condominium Property shall be borne by the Apartment Owner responsible for the presence of such article. An Apartment Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents, licensees, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an Apartment or the Common Elements and shall also include the cost of repairing broken windows. An Apartment Owner shall also be liable for any personal injuries caused by his negligent acts or those of any member of his family, or his or their guests, employees, agents, licensees or

lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

M. No Apartment Owner shall use or permit to be brought into any Apartment or porch or balcony any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine or other explosives or articles deemed extra hazardous to life, limb or property.

N. The Association will retain a passkey to each Apartment. No Apartment Owner shall alter any lock or install a new lock on any door leading into his Apartment without the prior written consent of the Association. If such consent is given, the Apartment Owner shall provide the Association with a key for the use of the Association. In the event the Association is not provided with a key to the Apartment the Apartment Owner shall pay the cost incurred by the Association in gaining entrance to his Apartment.

O. No Apartment Owner shall cook or barbeque on any porch or balcony. Only lawn furniture is permitted on porches and balconies. The hanging of articles of any type on the porch or balcony railings is not permitted.

P. An Apartment Owner may not make or cause to be made any structural modifications to his Apartment without the Association's prior written consent, which consent may be unreasonably withheld.

Q. Bicycles shall only be parked in areas specified by the Association for that purpose and vehicles shall only be washed in areas specified for that purpose by the Association.

R. The Association may promulgate such rules and regulations as it determines in its sole discretion to be in the best interests of the Condominium and the Apartment Owners.

XV PARKING SPACES

A. Assignment of Parking Spaces

At the time of the conveyance of an Apartment from the Developer, there shall be assigned to each such Apartment the use of one (1) Parking Space. The particular Parking Space so assigned shall be selected by the Developer. The assignment by the Developer to an Apartment of the use of a Parking Space will be made by a written "Assignment of Use of Parking Space" (the "Assignment") in which the particular Parking Space is described. The Assignment will be delivered at the time of delivery of the deed to the Apartment. The Association shall maintain a book (the "Book") for the purpose of recording the current assignee of each Parking Space. Upon assignment of the use of a Parking Space by Developer, the Developer shall cause the Association to record such assignment in the Book, and the Apartment Owner to which such use is assigned shall have the exclusive right to use thereof. The right to use the Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance of or passing of title to the Apartment to which the use of such Parking Space is appurtenant, the Apartment Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Apartment a new Assignment and record such transfer in the Book. Such Assignment shall be executed by any two (2) officers of the Association and shall describe the assigned Parking Space and the name of the transferee.

and the transferee's Apartment number. Notwithstanding the foregoing, in the event Phase III is added to this Condominium by an amendment hereto, then Developer reserves the right to assign the use of a Parking Space in the parking garage to be located in Phase III to Apartment Owners in Phase I and Phase II the other Phases (as well as Phase III) and the previous Assignment of Parking Space, if any, to such Apartment Owner and the Assignment of Parking Spaces located in Phases I and II shall terminate. Notwithstanding the fact that Parking Spaces are assigned in the parking garage, those Parking Spaces and the parking garage shall remain Common Elements.

3. Restrictions on Separate Transfer of Parking Spaces

1. The use of an assigned Parking Space may be transferred by an Apartment Owner to another Apartment Owner, provided that the transferor shall execute a written Assignment which shall describe the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment number and furnish a true copy of the same to the Association, which shall record the Assignment in the Book.

2. Notwithstanding any provisions herein contained to the contrary, there shall always be at least one (1) Parking Space the use of which shall be appurtenant to each Apartment, and no transfer shall be made which shall result in an Apartment having the use of no Parking Space appurtenant thereto.

XVI CONVEYANCES, SALES AND MORTGAGES

In order to assure a community of congenial Apartment Owners and to protect the value of the Apartments the sale, leasing and mortgaging of Apartments shall be subject to the following provisions:

A. Sale or Lease

No Apartment Owner may convey, transfer or dispose of his Apartment or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Apartment Owner) without approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time an Apartment Owner intends to convey, transfer or dispose of his Apartment or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Apartment Owner) he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser, lessee or transferee, a copy of the contract or lease and such other information as the Association may reasonably require on forms supplied by the Association (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser, lessee or transferee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects and that it is accompanied with an earnest money deposit in an amount of at least ten (10%) percent of the purchase price or lease price. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to an officer of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association, by its Board, shall either approve the Offering ("Approval") or furnish to the Offeror by written notice (the "Substitution

Notice") the name and address of a purchaser, lessee or transferee approved by the Association to accept the terms of the Offering (the "Substituted Purchaser or Lessee").

(a) The Approval shall be in writing in recordable form signed by any two (2) members of the Board or the President of the Association (hereinafter referred to in this Declaration as the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser, lessee or transferee named in the Offering. Failure of the Board to grant Approval or to furnish a Substituted Purchaser or Lessee within thirty (30) days after the Notice is given shall constitute approval of the Offering, and the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser, lessee or transferee of the Offeror named in the Offering.

(b) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Lessee; provided, however, that the Substituted Purchaser or Lessee shall have not less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale or lease of the Offeror's Apartment. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser or Lessee. Upon closing with the Substituted Purchaser or Lessee, the Association shall deliver its Certificate of Approval.

(c) In the event the Substituted Purchaser or Lessee furnished by the Association pursuant to this Sub-paragraph 2 shall default in his obligation to purchase or lease such Apartment, as the case may be, then the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser or lessee of the Offeror named in the Offering.

(d) Notwithstanding the provision of this Paragraph XVI.A, the Association shall not be required to furnish an Approval or a Substituted Purchaser or Lessee if the intended purchaser, lessee or transferee would not be permitted pursuant to Occupancy and Use Restrictions set forth in Article XIV of this Declaration.

(e) In the event that the Apartment Owner shall lease, sell or dispose of any interest in his Apartment (except to the spouse, children or parents of such Apartment Owner) without the approval of the Board, then the Association shall have the right to redeem said Apartment from such lease or sale by reimbursing the lessee or purchaser for sums paid under the lease or sales contract, and by executing or causing to be executed a lease in favor of the Apartment Owner identical with that being redeemed, or by refunding unto the purchaser of such Apartment the purchase price paid therefor, in which latter event, the purchaser of such Apartment shall convey same to the Association or to a party designated by the Association. In the event the Apartment Owner shall lease or sell his Apartment (except to the spouse, children or parents of such Apartment Owner) without approval of the Board, then the lessee or purchaser in such transaction shall give written notice to the Board of his lease or purchase of such Apartment together with a copy of the contract and deed or lease and such information as the Association may reasonably require on forms supplied by the Association. The notice shall be given by Certified Mail, Return Receipt Requested, or delivered by hand to an officer of the Association who shall give a receipt therefor. If such notice is not given to the Association then, at any time after receiving

knowledge thereof, the Association shall proceed as if it had been given such notice on the date of receipt of such knowledge. Thereafter, the Board shall have ninety (90) days from receipt of such notice within which to exercise the right of redemption hereby granted to the Association and to accomplish such redemption. Failure to exercise said right of redemption and to accomplish the redemption of said lease or purchase within said ninety (90) day period of time, provided the same is not obstructed by the party from whom such redemption must be made, shall cause the right of redemption granted to the Association to terminate and expire as to said lease or purchase transaction.

(f) Notwithstanding the foregoing, no Apartment shall be leased unless the terms and provisions of such lease shall provide that such Apartment may not be sublet without the prior written approval of the Association first being obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Apartments and Common Elements contained in Article XIV of this Declaration and with the Rules and Regulations promulgated by the Association. Should any lessee not comply with such covenants, the Association shall have the right to cancel and terminate such lease, all without obligation to the Apartment Owner, and in said respect, the Association shall be regarded as the Apartment Owner's agent, fully authorized to take such steps as may be necessary to cancel and terminate such lease.

(g) Notwithstanding the foregoing, in the event the intended purchaser, lessee or transferee, other than the spouse, children or parents of an Apartment Owner, enters into possession of the Apartment without approval of the Board, then the sale, lease or transfer shall, at the option of the Association, be invalid and the Association shall have the right to dispossess said intended purchaser, lessee or transferee with or without legal notice and with or without the institution of any legal proceedings whatsoever.

B. Mortgages

No Apartment Owner may mortgage his Apartment or any interest therein without the approval of the Association, the Board, except to a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida the United States or Canada; a Federal or State Savings and Loan Association or Building and Loan Association or commercial bank doing business in the State of Florida; a mortgage banking company licensed to do business in the State of Florida or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; or a Real Estate Investment Trust authorized to transact business in the State of Florida; or a national banking association chartered under the laws of the United States of America or Canada; or a qualified pension plan or retirement plan under Section 401 of the Internal Revenue Code of the United States, having assets in excess of \$10,000,000; or a pension plan or retirement fund for citizens of Canada having assets in excess of \$10,000,000; or Developer; or a mortgagee which has loaned money to the Developer in order to enable Developer to construct improvements upon the Land; or an Apartment Owner selling his Apartment who takes back a purchase money mortgage to secure a portion of the purchase price; or any Canadian or provincial Canadian Bank or other entity regularly in the business of making loans on the security of mortgages, whether authorized to do business in the State of Florida or permitted under the laws of the State of Florida to make a specific loan or loans upon the security of mortgages or other loans on an Apartment or Apartments in this Condominium, or any other mortgagee approved by the Developer, whether or not falling into any of the foregoing enumerated categories, used by initial purchasers of any and all Apartments. The mortgages held by the permitted mortgagees described above may be renewed, extended and the indebtedness secured thereby refinanced by and with the owners and

holders thereof without the approval of the Association being required. Hereinafter, such permitted mortgagees described above are called "Approved Mortgagees", which term also includes any transferee of a mortgage encumbering any Apartment which mortgage was originally held by Developer and such transferees shall have all of the rights which Developer would have had if Developer had not transferred such mortgage. The approval or disapproval of any other mortgagees shall be within the sole and absolute discretion of the Board.

C. Acquisition by Gift, Devise or Inheritance

1. Any person who has obtained an Apartment or interest therein by gift, devise, inheritance or by any other method not heretofore considered (except for the spouse, children or parents of the immediately previous Apartment Owner of such Apartment) shall give to the Association notice thereof, together with such information concerning the person(s) obtaining such Apartment or interest therein as may be reasonably required by the Association and a certified copy of the instrument by which such Apartment or interest therein was obtained. If such notice is not given to the Association, then at any time after receiving knowledge thereof the Association shall proceed in accordance with the following Sub-paragraph 2. as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association, by the Board, shall have the right either to approve or disapprove of such transfer of title. Approval of the Association shall be by Certificate of Approval and shall be delivered to the person who has obtained such title. In the event the Association fails to take any action pursuant to this Sub-paragraph within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Association shall deliver the Certificate of Approval to the person who has obtained such title. In the event the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Apartment at its fair market value. The fair market value of the Apartment will be determined by any one of the following methods: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title and one by the two appraisers so selected; (b) by mutual agreement by the purchaser and the person holding title; or (c) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser for the respective Apartment, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Apartment in accordance with the terms of this Declaration. In the event the person holding title refuses to execute such a contract or comply with such a contract, the Association shall have the right to dispossess such person, his family members, guests or lessees from the Apartment with or without legal notice and with or without the institution of any legal proceedings whatsoever.

3. In the event the purchaser furnished by the Association pursuant to the Sub-paragraph immediately preceding shall default in his obligation to purchase such Apartment, then the Association shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver the Certificate of Approval.

D. Rights of Approved Mortgagee in Event of Foreclosure

Notwithstanding any provisions in this Declaration to the contrary, an Approved Mortgagee upon becoming an Apartment Owner through foreclosure or by deed in lieu of foreclosure or whomsoever shall become an Apartment Owner as a result of a foreclosure sale by an Approved Mortgagee shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Apartment without prior approval of the Board, and the provisions of Paragraphs A, B, and C of this Article XVI shall not apply to such persons. It is the intent hereof to provide that an Approved Mortgagee, upon becoming the owner of an Apartment under the conditions set forth in the preceding sentence, is not required to have its ownership in an Apartment approved by the Association and that it is also free from the other restrictions of Paragraphs A, B and C of this Article XVI. Further, a purchaser of an Apartment at a foreclosure sale from an Approved Mortgagee does not require the Association approval as to its ownership of such Apartment and the Apartment Owner is likewise free to sell, lease, mortgage or otherwise transfer or encumber the Apartment free from such restrictions. For purposes of this Paragraph D, the term "Approved Mortgagee" shall include mortgagees which have loaned money to Developer in order to enable Developer to construct improvements upon the Land and which have become an Apartment Owner as a result of such loan or loans, but shall not include the Apartment Owner who is an Approved Mortgagee pursuant to Paragraph B. of this Article XVI solely because he sells his Apartment and takes back a purchase money mortgage to secure a portion of the purchase price.

XVII MAINTENANCE, REPAIRS AND ALTERATIONS

A. Apartment Owners

1. Except for those portions of the Apartment to be maintained by the Association, as hereinafter described, each Apartment Owner shall maintain in good condition and repair and replace at his expense when necessary all portions of his Apartment, and all interior surface ~~thin~~ or surrounding his Apartment, such as the surfaces of the walls, ceilings and floors and the fixtures therein, including the air conditioning equipment and exhaust fans. Further, each Apartment Owner shall maintain the surface of the interior of the porch or balcony serving his Apartment. Each Apartment Owner shall pay for any utilities which are separately metered and charged to his Apartment. Each Apartment Owner must perform promptly all such maintenance and repairs which if not performed would affect an Apartment belonging to any other Apartment Owner or the Condominium Property. Each Apartment Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement. Each Apartment shall be maintained and repaired in accordance with the final building plans of the Condominium Property utilized by the Developer, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in this Declaration.

2. No Apartment Owner shall make any alteration in or on the Common Elements or the portions of an Apartment which are maintained by the Association, remove any portion thereof, make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium Property. Any alteration or addition to the Condominium Property by an Apartment Owner shall be deemed to detrimentally affect the architectural design of the Condominium Property, unless the Board consents thereto in writing.

3. No Apartment Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion or surfaces of Condominium Property, including without limitation balconies, porches, doors and windows; place any awnings, screening or hurricane shutters on or in any Apartment; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen or screen door or other similar item without first obtaining written approval thereof by the Board, which approval the Board may withhold in its sole and absolute discretion. The Board shall not grant any approval contemplated by this Sub-paragraph if in its opinion the affect of any of the items mentioned herein will be unsightly as to the exterior or interior of any part of the Condominium Property.

4. Each Apartment Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property for which the Association is responsible to maintain and repair.

5. Each Apartment Owner shall repair, maintain and replace as necessary all piping, wiring, ducts, conduits, appliances and other facilities located within the Apartment for the furnishing of utility services solely to said Apartment; provided, however, that all such repairs, maintenance and replacements shall be done by licensed plumbers or electricians approved by the Association, and such repairs shall be paid for by and be the financial obligation of such Apartment Owner.

6. Each Apartment Owner shall repair, maintain and replace as necessary the air conditioning compressor on the roof of a Building which is a Limited Common Element serving his Apartment; provided, however, that all such repairs, maintenance and replacements shall be done by repairmen approved by the Association in its sole discretion, and such repairs shall be paid for by and be the financial obligation of such Apartment Owner.

7. Each Apartment Owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom, or at any time as may be necessary for emergency repairs to prevent damage to the Common Elements or to another Apartment.

B. The Association

1. The Association shall repair, maintain and replace as necessary all of the Common Elements and all exterior surfaces of the Condominium Property, including exterior surfaces of Apartments, and shall maintain, repair and replace all piping, wiring, ducts, conduits, appliances and other facilities for furnishing of any and all utility services to the Apartments as necessary located within the Common Elements, but excluding therefrom (a) all piping, wiring, ducts, conduits, appliances and other facilities located within an Apartment servicing only said Apartment and (b) an air conditioning compressor which is a Limited Common Element and (c) the surface of the interiors of the porches or balconies.

2. The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the right of any Apartment Owner or any Approved Mortgagee; provided, however, if the cost of the same shall exceed Three Thousand (\$3,000.00) Dollars, the affirmative vote of two-thirds (2/3) of the Apartment Owners shall be required in addition to

such Board approval, and the cost of such alterations and improvements shall be assessed against the Apartment Owners in the manner provided in the By-Laws. Further, the provisions hereof requiring an Apartment Owner's vote shall be inapplicable prior to the "Majority Election Meeting", as that term is hereinafter defined in Article XVIII, Paragraph B.6., if the Developer pays for the full cost of such structural change or improvement.

XVIII COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses

The Association, by the Board, shall prepare and adopt in accordance with this Declaration and the By-Laws an annual budget (the "Budget") for the operation and management of the Association and this Condominium. The Budget shall include all expenses and income applicable to this Condominium which shall include, but not be limited to, the following items of expense:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Taxes upon Association property
- (vi) Insurance
- (vii) Security Provisions
- (viii) Other expenses
- (ix) Operating Capital
- (x) Reserves
- (xi) Fees payable to the Division of
Florida Land Sales and Condominiums
- (xii) Expenses under the Operating Agreement

The Common Expenses shall be shared by and among the Apartment Owners in the manner determined under Article IX of this Declaration, which share shall be assessed against each Apartment Owner annual the Annual Assessment. Notwithstanding such method of allocation of Budget expenses, however, Apartment Owners shall be obligated to pay any Special Assessments as shall be levied in addition to the Annual Assessment by the Board against Apartments as a result of (a) extraordinary items of expense, (b) the failure or refusal of other Apartment Owners to pay their respective Annual Assessment, or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments

1. The record owners of each Apartment shall be personally liable, jointly and severally, to the Association for the payment of the Annual Assessment or of any Special Assessments levied by the Association and for all costs of collecting such Assessments, including interest, delinquent Assessments and attorneys' fees at all trial and appellate levels. Annual Assessments may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Annual Assessments apply. In the event of a default by an Apartment Owner in the payment of an installment of an Annual Assessment or in the payment of a Special Assessment, the Board may accelerate any remaining installments of the Annual Assessment of such Apartment Owner upon written notice thereof to such Apartment Owner, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in such notice, which date shall not be less than ten (10) days after the date of such notice. In the

event any Special Assessment, installment of an Annual Assessment or accelerated Annual Assessment (hereinafter collectively referred to as "Assessments") is not paid within twenty (20) days after its respective due date, the Association, by action of the Board, may proceed to enforce and collect any of such delinquent Assessments against the Apartment Owner owing the same in any manner provided for under the Act, including foreclosure and sale of the Apartment.

2. The Association may at any time require Apartment Owners to maintain with the Association a deposit to cover future Assessments.

3. The Association shall have all of the powers, rights, privileges and may avail itself of any and all of the legal remedies provided for by the Act, including a lien upon an Apartment for any unpaid Assessment and interest thereon owed by the Apartment Owner of such Apartment and the right to collect from such Apartment Owner reasonable attorneys' fees at all trial and appellate levels incurred by the Association incident to the collection of such Assessments or the enforcement of such lien. Assessments (including installments thereon) not paid when due shall bear interest from the date when due until paid at the highest rate permitted under law, but in no event in excess of the rate of ten (10%) percent per annum.

4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to this Condominium and further, in the event an Approved Mortgagee, other than an Apartment Owner who is an Approved Mortgagee pursuant to Paragraph B of Article XVI solely because he sells his Apartment and takes back a purchase money mortgage to secure a portion of the purchase price, holding a first mortgage on an Apartment obtains title to such Apartment by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for the share of Common Expenses or Assessments levied or charged by the Association pertaining to such Apartment or chargeable to the former Apartment Owner of such Apartment which became due prior to acquisition of title as a result of such deed given in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments recorded prior to recording of the mortgage for which a deed is given in lieu of foreclosure. Such share of Common Expenses or such Assessments that is not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Apartment, effective with the passage of title to such mortgagee or its purchaser.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded in the Public Records of Palm Beach County, Florida.

6. Hereto annexed as Exhibit J N is a schedule of the maximum Annual Assessments for Phase I ("Interim Assessments") for the period commencing with the date hereof and ending December 31, 1981 or the date of the meeting at which members of the Association other than Developer first elect a majority of the Board ("Majority Election Meeting"), whichever is the sooner to occur ("Interim Assessment Period"). The Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the By-Laws and this Declaration. The Developer guarantees ("Developer's Guarantee") that during the Interim Assessment Period, the Interim Assessments will not be increased above the annual maximum amount and the Developer will fund any cash deficit resulting from Common Expenses paid in excess of Interim Assessments assessed against Apartment Owners other than the Developer. No Interim Assessments shall be made against Apartments owned by Developer. Developer's Guarantee is made in accordance with the provisions of Section

718.116(8)(b) of the Act. Developer's Guarantee shall terminate and Annual Assessments determined as provided in Paragraph A of this Article XVIII, the other Sub-paragraphs of this Paragraph B and the By-Laws shall be determined and made commencing upon the termination of the Interim Assessment Period and at such date the Developer will pay any such Assessments for any of the Apartments owned by the Developer.

XIX LIABILITY INSURANCE

Each Apartment Owner shall be responsible for the purchase of liability insurance for accidents occurring in his own Apartment and for any additional liability insurance he so desires. The Board shall obtain liability insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements. The premiums for such insurance shall be part of the Common 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 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 document 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, Phase IV and Phase V 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 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

/s/ Eva E. White

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

/s/ Tere K. Beall

(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. DALEY, 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 17th day of October, 1978.

/s/ Tere K. Beall
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 25, 1982
Bonded thru Maryland 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.

B3364 P0270

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 1

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

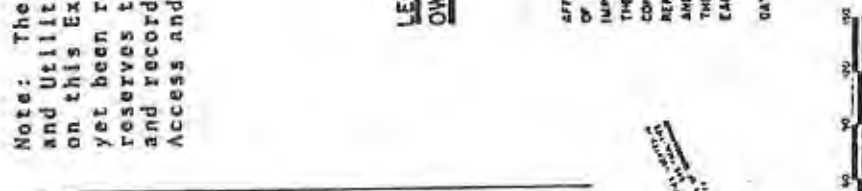
MEN'S EXERCISE ROOM

- 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

83364 P0271

Allegedly, the defendant was not present at the time of the shooting.

— 60 OF —
— CANAL —



LOCATION SKETCH

SOUTHERN WEST

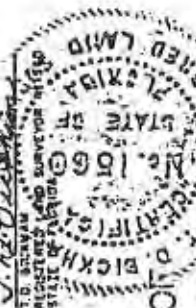
Arthur V. Strock & Associates, Inc.
 10000 Wilshire Blvd., Suite 1000
 Beverly Hills, CA 90212
 (310) 277-1100

THAT A. PORTA BILLS, ACCORDING TO THE P.P., THE LATE OF RECORDING MAY BOOK 11, PAGES 100 AND 101 OF THE PUBLIC RECORDS OF WYOMING, BEACH COUNTY, FLEETON, QUARTER 19, LOCATIONS, EASEMENTS AND RESERVATIONS OF A. PORTA

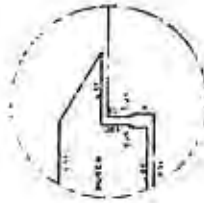
AFFIANT HEREBY CERTIFIES THAT THIS EXHIBIT "A" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREON AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CO-OWNERSHIP OF PORTI CELLA SOUTH/WEST, A CONDOMINIUM, DESCRIBING THE CONTAINING 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.

21st DAY OF September 1978 A.D.

SEE PAGE 5 FOR EXHIBIT "D" NOTES



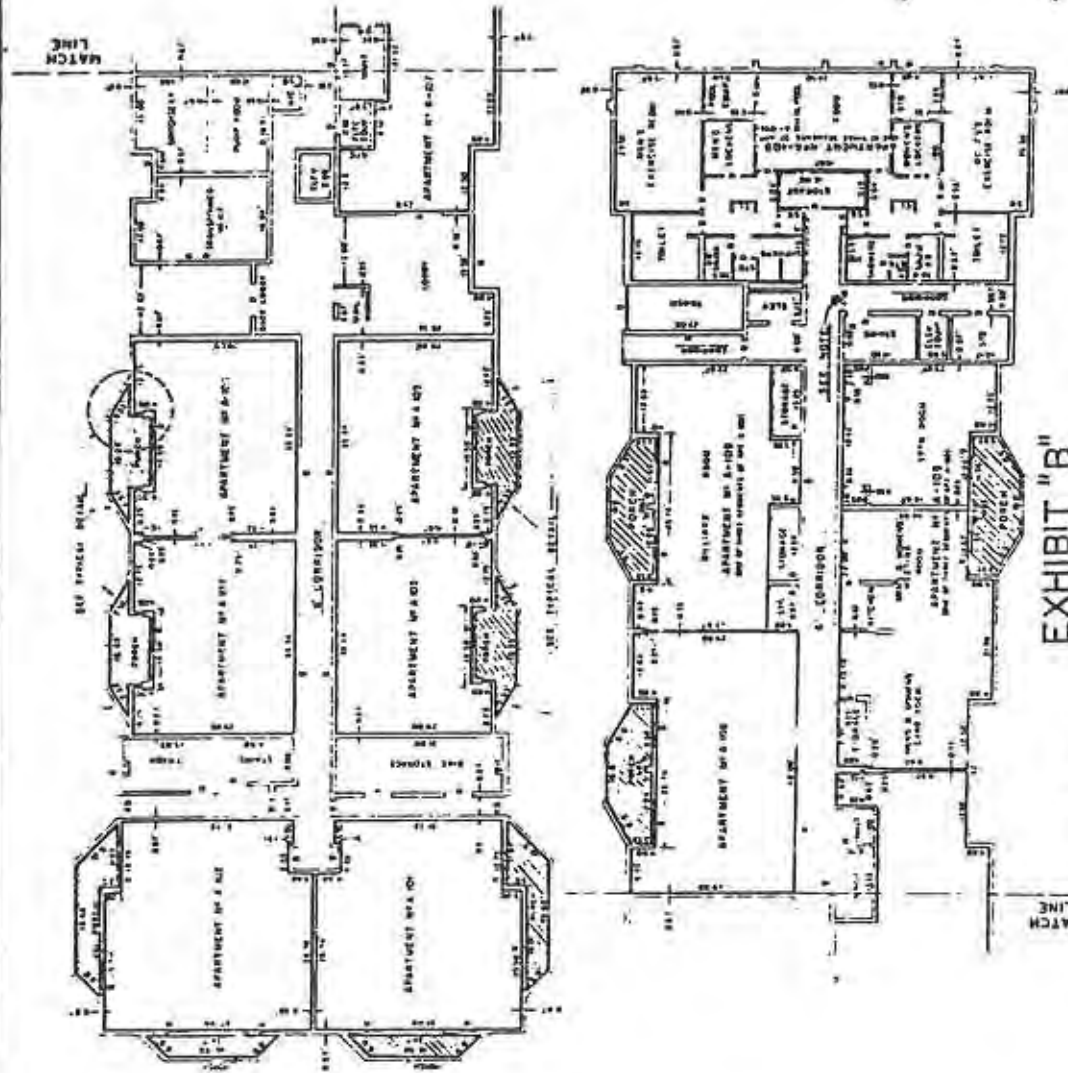
83364 P0273



TYPICAL SECTION



SCALE IN FEET
0 10 20 30 40 50



MATCH LINE

EXHIBIT "B"

J.D. Bullen

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

LEGEND

"X" DESIGNATES "X" ROOM
--- INDICATES UNITARY BOUNDARY
--- INDICATES POOL LIMITED COMMON ELEMENTS

NOTE:
INDICATES ADDRESS AND SURVEY REFERENCE TO ARTICLE 10, PARAGRAPH 2 OF THE DECLARATION

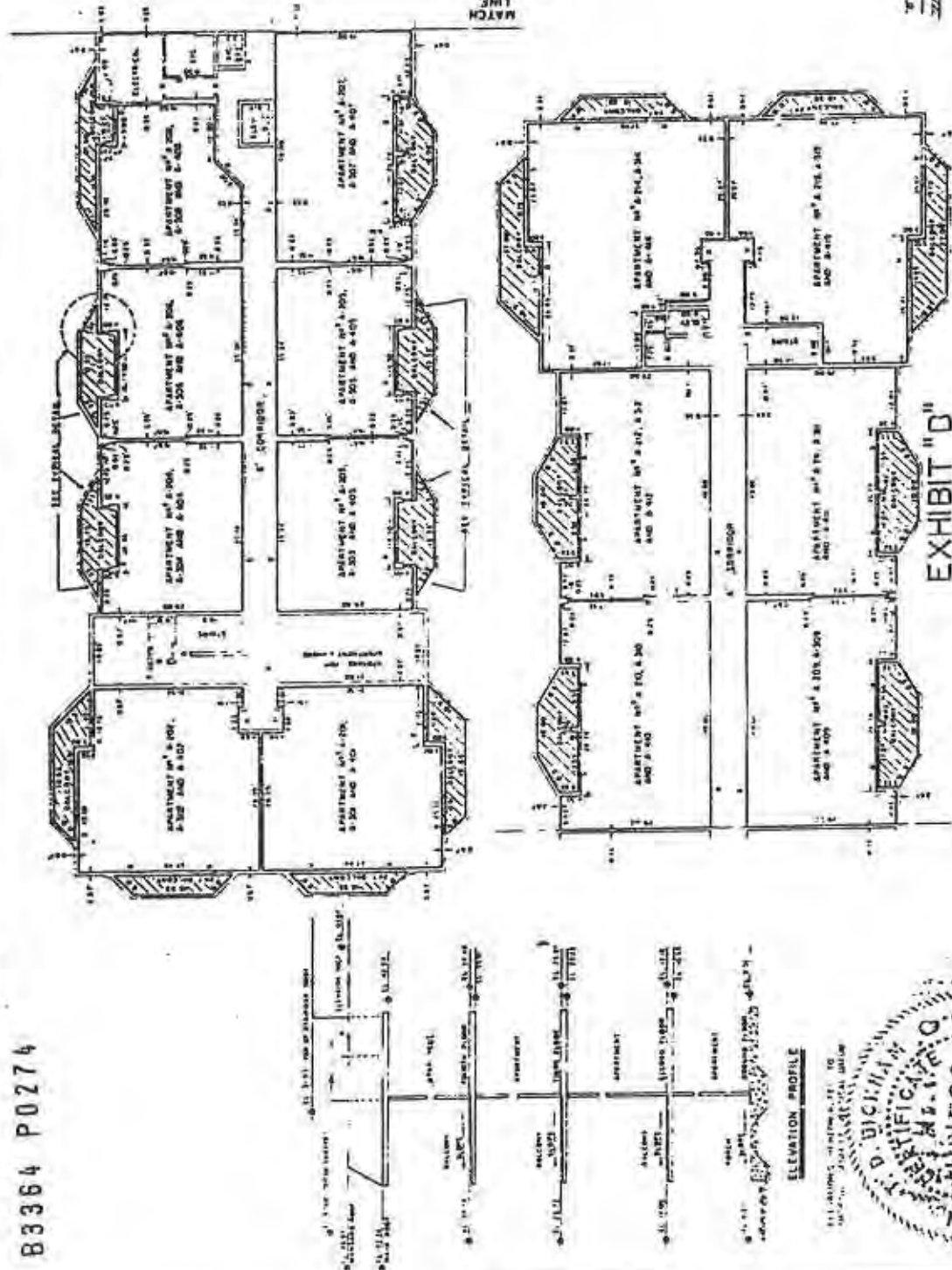
REC 2957 PAGE 953

Arthur V. Stock & Associates, Inc.

295

PORTA BELLA SOUTH / WEST

B3364 P0274



TO THE DECLARATION OF CONDOMINIUM OF

PORTA BELLA SOUTH / WEST, A CONDOMINIUM.

TYPICAL FLOOR PLAN SECOND THROUGH FOURTH FLOORS, (PAGE 3)

LEGEND
--- DESIGNATES ROOM
--- INDICATES APARTMENT BOUNDARY
--- INDICATES BALCONY LIMITED COMMON ELEMENT

83364 P0275

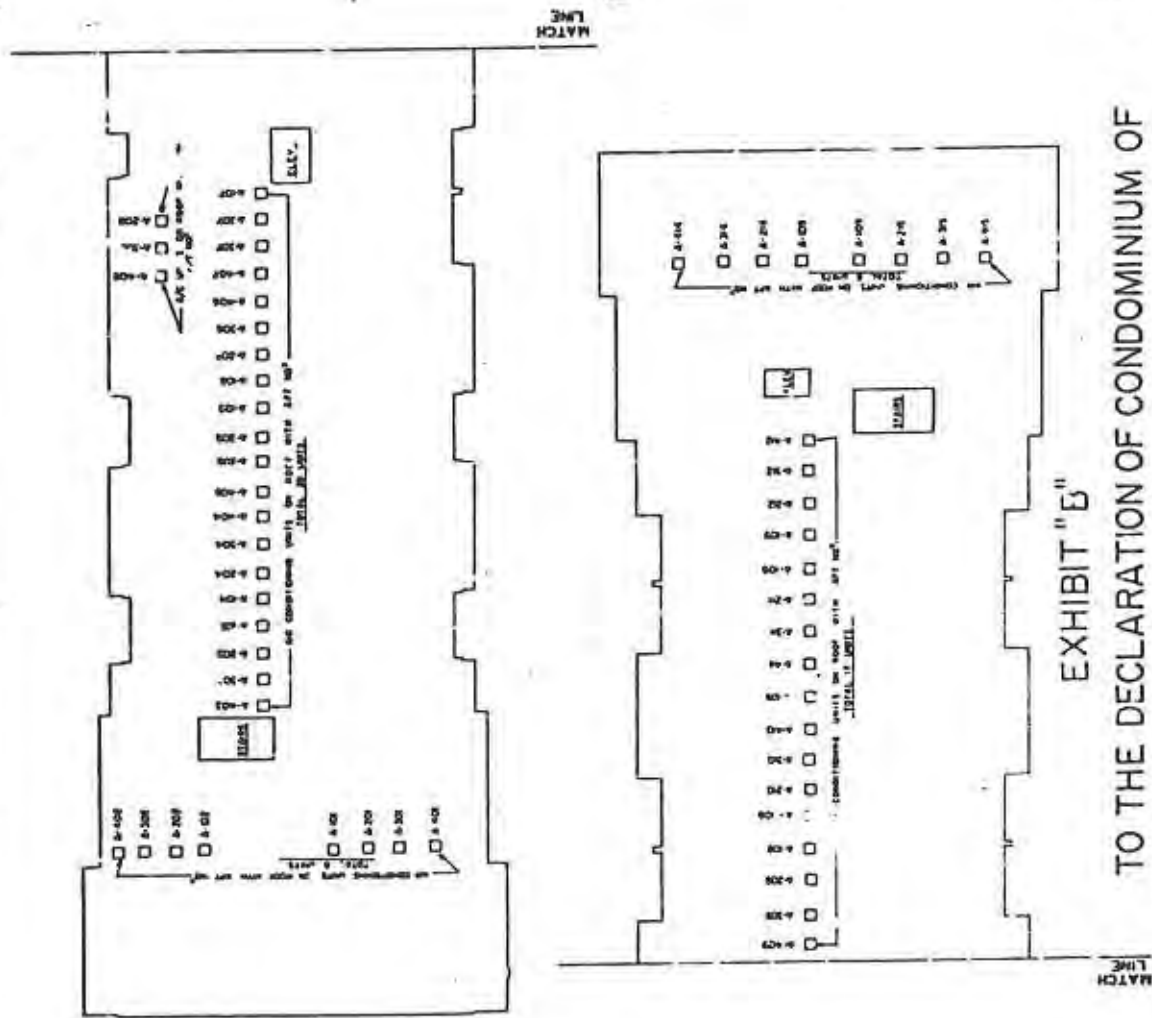


EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM
PHASE 7 SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS
NOTES

I. Description of Common Elements in Phase I

- A. All portions of the Condominium Property in Phase I 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.

II. Description of Limited Common Elements in Phase I

- 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.

 - (i) Upper Boundaries: The bottom surface of the unfinished porch or balcony ceiling slab.
 - (ii) 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 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 porticos which are a part of Building A.

B3364 P0276

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 Docks 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.

B3364 P0277

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-103, 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
		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.

B3364 P0278

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.

B3364 P0279

AMENDED
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 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	.2378
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	.3266
II-C	.1895
II-D	.2647
II-E	.2950
II-F	.3262

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

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

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-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	.6183

B3364 P0280

III-B	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	.8330
III-C	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	.4897
III-E	C-128, C-228, C-328, C-428, C-528, C-628, C-728, C-828, C-133, C-233, C-333, C-433, C-533, C-633, C-733, C-833, C-230, C-330, C-430, C-530, C-630, C-730, C-830	.7625
III-F	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	.8429
III-G	C-129	.1910
III-H	C-130	.2870

***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 bath
Type III-E	- Two bedrooms, two baths
Type III-F	- Three bedrooms, two and one-half baths
Type III-G (Rec Unit)	- No bedrooms, approximately 1,387 square feet of space, one bath
Type III-H (Rec Unit)	- No bedrooms, approximately 1,583.5 square feet of space, one bath

B3364 P0281

AMENDED
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, PHASE III
AND PHASE IV 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	.3223
II-C	.181
II-D	.2647
II-E	.2950
II-F	.3262

PHASE III (BUILDING C)

<u>Apartment***</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
III-A	.3526
III-B	.4751
III-C	.2792
III-E	.4348
III-F	.4807
III-G	.1097
III-H	.1647

*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.

B3364 P0282

PHASE IV (BUILDING D)

<u>Apartment**** Type</u>	<u>Apartment Number</u>	<u>Percentage Share</u>
IV-A	D-121, D-221, D-321, D-421, D-521, D-621, D-721, D-821, D-124, D-224, D-324, D-424, D-524, D-624, D-724, D-824	.3526
IV-B	D-123, D-223, D-323, D-423, D-523, D-623, D-723, D-823, D-226, D-326, D-426, D-526, D-626, D-726, D-826	.4751
IV-C	D-116, D-216, D-316, D-416, D-516, D-616, D-716, D-816, D-120, D-220, D-320, D-420, D-520, D-620, D-720, D-820, D-122, D-222, D-322, D-422, D-522, D-622, D-722, D-822, D-127, D-227, D-327, D-427, D-527, D-627, D-727, D-827	.2793
IV-D	D-126	.3896
IV-E	D-117, D-217, D-317, D-417, D-517, D-617, D-717, D-817, D-118, D-218, D-318, D-418, D-518, D-618, D-718, D-818	.4347
IV-F	D-119, D-219, D-319, D-419, D-519, D-619, D-719, D-819	.4807

**** Phase IV

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

B3364 P0283

AMENDED
EXHIBIT C-5
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, PHASE III,
PHASE IV AND PHASE V 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	.3222
II-C	.1895
II-D	.2647
II-E	.2950
II-F	.3262

PHASE III (BUILDING C)

<u>Apartment***</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
III-A	.2392
III-B	.3223
III-C	.1895
III-E	.2951
III-F	.3261
III-G	.0745
III-H	.1118

PHASE IV (BUILDING D)

<u>Apartment****</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
IV-A	.2392
IV-B	.3223
IV-C	.1895
IV-D	.2646
IV-E	.2950
IV-F	.3262

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- * 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.
 **** Please refer to Exhibit C-4 to determine Apartment Numbers in each Apartment Type in Phase IV.

PHASE V (BUILDING E)

Apartment**** Type	Apartment Number	Percentage Share
V-A	E-103, E-203, E-303, E-403, E-503, E-603, E-703, E-803, E-104, E-204, E-304, E-404, E-504, E-604, E-704, E-804	.2392
V-B	E-101, E-201, E-301, E-401, E-501, E-601, E-701, E-801, E-202, E-302, E-402, E-502, E-602, E-702, E-802	.3223
V-C	E-105, E-205, E-305, E-405, E-505, E-605, E-705, E-805, E-106, E-206, E-306, E-406, E-506, E-606, E-706, E-806, E-108, E-208, E-308, E-408, E-508, E-608, E-708, E-808, E-111, E-211, E-311, E-411, E-511, E-611, E-711, E-811	.1895
V-D	E-102	.2647
V-E	E-110, E-210, E-310, E-410, E-510, E-610, E-710, E-810, E-112, E-212, E-312, E-412, E-512, E-612, E-712, E-812, E-115, E-215, E-315, E-415, E-515, E-615, E-715, E-815	.2950
V-F	E-214, E-314, E-414, E-514, E-614, E-714, E-814	.3262
V-F-1	E-114	.2586

***** Phase V

Type V-A

- Two bedrooms, two baths (one bedroom is a den which may be converted into a bedroom)

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Type V-B	-	Three bedrooms, two baths (one bedroom is a den which may be converted into a bedroom)
Type V-C	-	One bedroom, one and one-half baths
Type V-D	-	Two bedrooms, two baths
Type V-E	-	Two bedrooms, two baths
Type V-F	-	Three bedrooms, two and one-half baths
Type V-F-1	-	Two bedrooms, one and one-half baths

83364 P0286

AMENDED
EXHIBIT C-6
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 V 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	.3211
II-C	.1895
II-D	.2647
II-E	.2950
II-F	.3262

PHASE V (BUILDING E)

<u>Apartment***</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
V-A	.7441
V-B	1.0025
V-C	.5894
V-D	.8229
V-E	.9176
V-F	1.0144
V-F-1	.8042

- * 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-5 to determine Apartment Numbers in each Apartment Type in Phase V.

83364 P0287

AMENDED
EXHIBIT C-7
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,
PHASE IV AND PHASE V 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	.3225
II-C	.1895
II-D	.2647
II-E	.2950
II-F	.3262

PHASE V (BUILDING E)

<u>Apartment***</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
V-A	.3902
V-B	.5258
V-C	.3091
V-D	.4315
V-E	.4812
V-F	.5320
V-F-1	.4211

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PHASE IV (BUILDING D)

<u>Apartment*** Type</u>	<u>Percentage Share</u>
IV-A	.3902
IV-B	.5258
IV-C	.3091
IV-D	.4308
IV-E	.4812
IV-F	.5320

- * 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-5 to determine Apartment Numbers in each Apartment Type in Phase V.
- *(** Please refer to Exhibit C-4 to determine Apartment Numbers in each Apartment Type in Phase V.

B3364 P0289

AMENDED
EXHIBIT C-8
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.

B3364 P0290

AMENDED
EXHIBIT C-9
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	.8076
III-B	1.0881
III-C	.6397
III-E	.9960
III-F	1.1010
III-G	.2512
III-H	.3770

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

B3364 P0291

AMENDED
EXHIBIT C-10
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 IV ATTRIBUTABLE TO EACH APARTMENT IN PHASE IV

<u>Apartment*</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
IV-A	1.0718
IV-B	1.4441
IV-C	.8489
IV-D	1.1857
IV-E	1.3218
IV-F	1.4613

*Please see Exhibit C-4 to the Declaration to determine Apartment Numbers in each Apartment Type in Phase IV.

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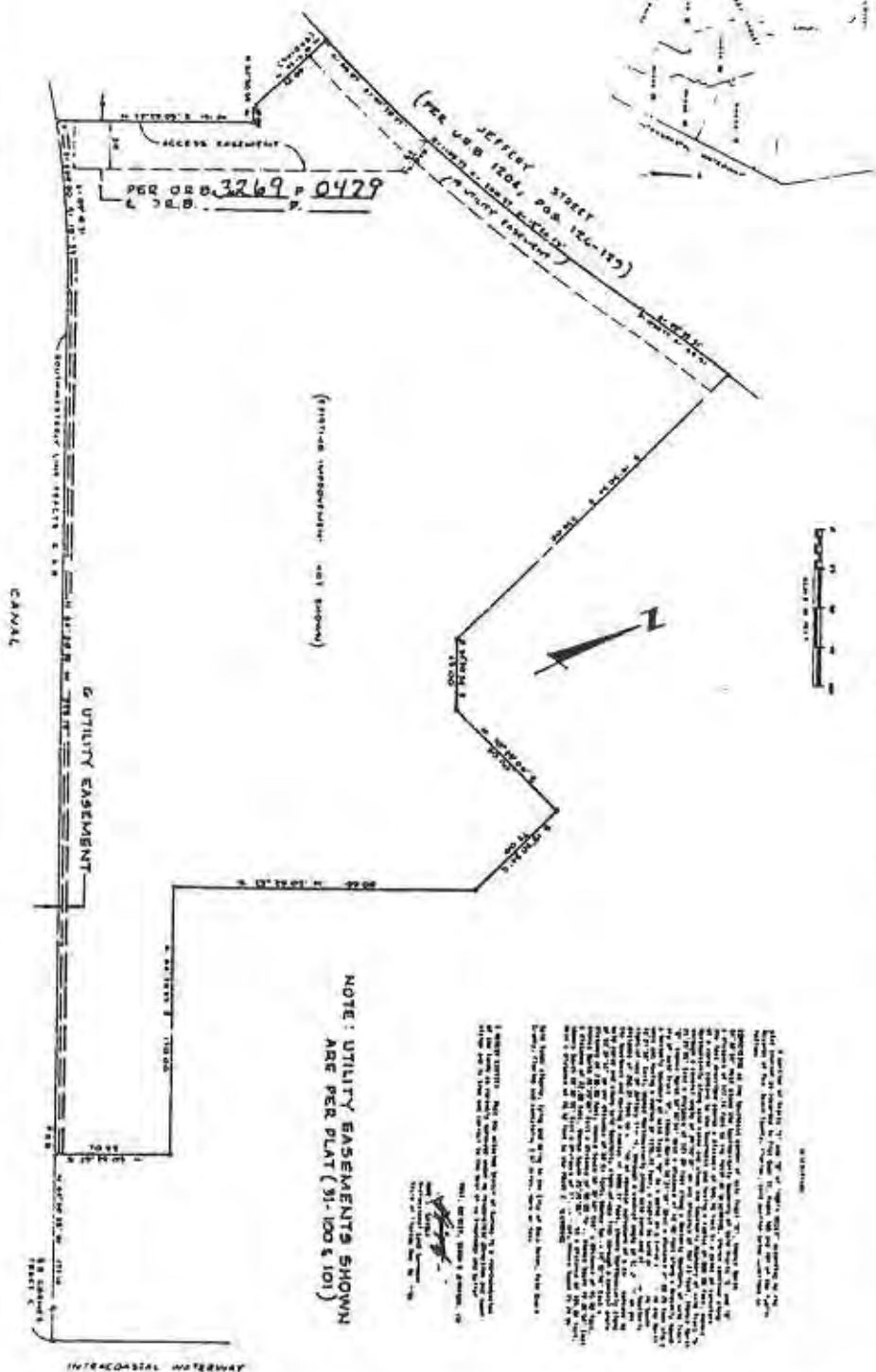
AMENDED
EXHIBIT C-11
TO
DECLARATION OF CONDOMINIUM
OF
PORTA BELLA SOUTH/WEST, A CONDOMINIUM
PERCENTAGE SHARE OF TOTAL COST OF REPAIR,
REPLACEMENT OR MODIFICATION OF LIMITED
COMMON ELEMENTS EXTERIORS
IN PHASE V ATTRIBUTABLE TO EACH APARTMENT IN PHASE V

<u>Apartment*</u> <u>Type</u>	<u>Percentage</u> <u>Share</u>
V-A	.9720
V-B	1.3095
V-C	.7699
V-D	1.0749
V-E	1.1987
V-F	1.3250
V-F-1	1.0500

*Please see Exhibit C-5 to the Declaration to determine Apartment Numbers in each Apartment Type in Phase V.

B3364 P0293

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



POST, BOCKLEY, SCHON & JEANIGAN, INC.
SURVEYING AND MAPPING

NO.	DATE	REVISION	BY	CHKD.
1	10/1/01	ORIGINAL	JS	JS
2	10/1/01	AMENDED	JS	JS

AMENDED
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	2	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

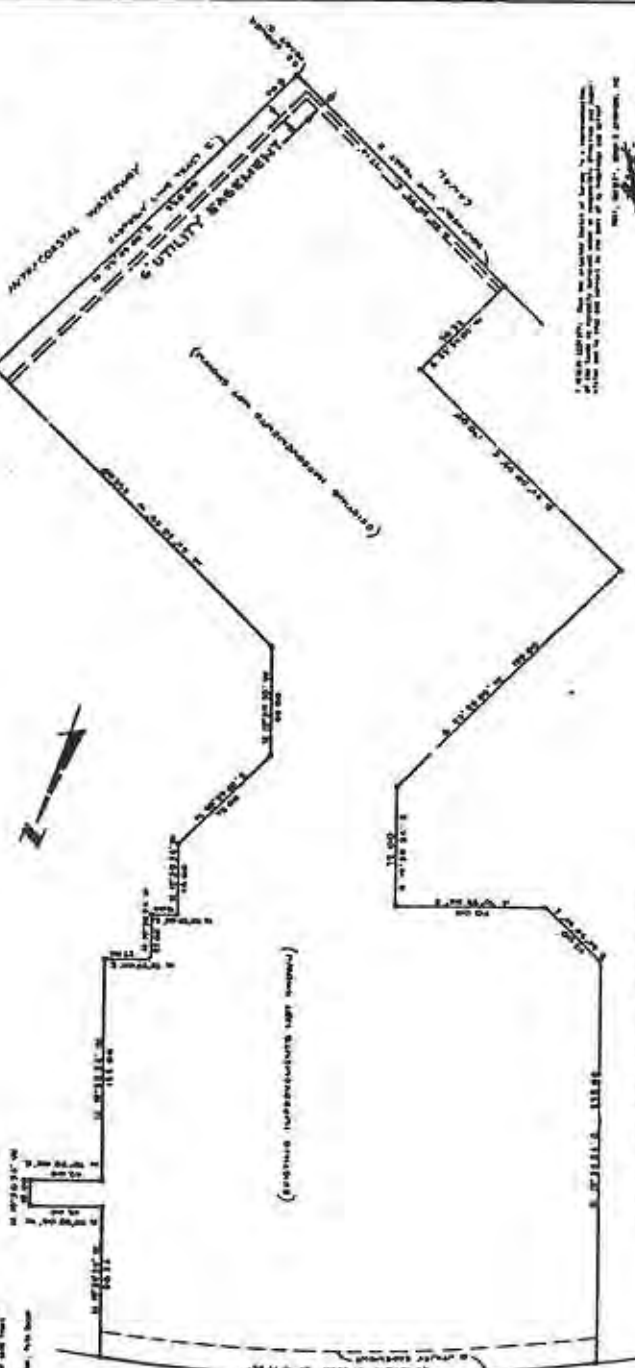
16 chaise lounges	4 umbrella
4 tables	16 chairs
3 barbecues	6 ash trays
3 trash cans	1 life preserver
1 life saving hook	1 heater
1 chlorinator and filter	
1 shower	

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B3364 P0296

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

NOTICE: This is a preliminary survey map and should not be used for any purpose other than to show the general location of the property. It is not a legal document and does not constitute an offer of insurance or any other financial product. The information contained herein is for informational purposes only and is not intended to be used as a basis for any legal or financial decision. The information contained herein is subject to change without notice and is not intended to be used as a basis for any legal or financial decision. The information contained herein is subject to change without notice and is not intended to be used as a basis for any legal or financial decision.



NOTE: EASEMENTS SHOWN ARE
PER PLAT (S1-100 & 101)

THIS MAP WAS PREPARED BY THE SURVEYOR AND IS NOT INTENDED TO BE USED AS A BASIS FOR ANY LEGAL OR FINANCIAL DECISION. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE USED AS A BASIS FOR ANY LEGAL OR FINANCIAL DECISION. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE USED AS A BASIS FOR ANY LEGAL OR FINANCIAL DECISION.

POST, RUCKELT, SCHUB & JERNIGAN, INC. CONSULTING ENGINEERS AND PLANNERS	
DATE: 11/13/2013 TIME: 3:00 PM	SHEET: 1 OF 1

3. If only Phase I and Phase III are submitted to condominium ownership pursuant to this Declaration, there will be a total of three hundred sixty-three (363) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-3 attached hereto and made a part hereof.

4. If Phase I, Phase II and Phase III are submitted to condominium ownership pursuant to this Declaration, there will be four hundred seven (407) Apartments, each having one (1) vote in the Association and each having the percentage of ownership in the Association as set forth in Exhibit C-4 attached hereto and made a part hereof.

C. Developer, in its absolute discretion, reserves the right to add or not to add either Phase II or Phase III, or both, as part of this Condominium. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of either Phase II or Phase III shall be affected or encumbered by this Declaration unless and until such Phase (either Phase II or Phase III or both, as the case may be) is added to the Condominium by amendment to this Declaration recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the fact that the foregoing portion of this Paragraph C is self-operative, if the Developer determines not to add either Phase II or Phase III or both to this Condominium, Developer may, in addition to any actions otherwise required by the Act, record amongst the Public Records of Palm Beach County, Florida a notice to the effect that such Phase or Phases, as the case may be, will not be added to this Condominium.

D. The descriptions relating to Phase II and Phase III, or portions thereof, in this Article or the Exhibits herein mentioned, including, but not limited to, legal descriptions, graphic descriptions, numerical descriptions, narrative descriptions and the like, are approximations. Developer reserves the right to change the matters and items which such descriptions describe, provided that Developer may not change the percentage by which an Apartment Owner shares the Common Expenses and Common Surplus or owns the Common Elements unless such Apartment Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed consents thereto.

VIII UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each of the Apartments shall have appurtenant thereto an undivided share in the Common Elements in accordance with the schedules of ownership of Common Elements hereto annexed as Exhibits C-1, C-2, C-3 and C-4 and made a part hereof, subject, however, to the rights of Apartment Owners to use the Common Elements in accordance with the provisions of this Declaration.

B. 1. Exhibit C-1, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if only Phase I is included in this Condominium.

2. Exhibit C-2, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if only Phase II is added to Phase I as a part of this Condominium.

3. Exhibit C-3, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if only Phase III is added to Phase I as a part of this Condominium.

4. Exhibit C-4, which is attached and made a part hereof, lists each Apartment's percentage ownership in the Common Elements if both Phase II and Phase III are added to Phase I as a part of this Condominium.

IX SHARES IN COMMON EXPENSES AND COMMON SURPLUS

A. The Common Expenses shall be shared and the Common Surplus shall be owned by each Apartment Owner in proportion to each Apartment Owner's percentage share in the Common Elements set forth in Exhibits C-1, C-2, C-3, and C-4 attached to this Declaration and made a part hereof.

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 shall pay a percentage of the cost of repair, replacement or modification thereof, which percentages are set forth in Exhibits C-1, C-5 and C-6 to this Declaration for Phases I, II and III, 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.

X VOTING RIGHTS OF APARTMENT OWNERS

A. Each owner or the owners collectively of the fee simple title of record of an Apartment shall be entitled to one (1) vote in the Association with respect to matters on which a vote by Apartment Owners is taken under the Condominium Documents or the Act.

B. The vote of the owners of an Apartment owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate executed by all of the owners of the Apartment or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate similarly executed and filed. If such a certificate is not filed with the Secretary of the Association, the vote of such Apartment shall not be considered for a quorum or for any other purpose.

C. Notwithstanding the provisions of Paragraph B. of this Article X, whenever any Apartment is owned by husband and wife absent any written notice by them to the Association 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 of the Association for the purpose of determining a quorum and casting the vote for each Apartment owned by them without the necessity of filing a certificate.

XI ASSOCIATION

A. The Association, a corporation not-for-profit, organized and existing under the laws of the State of Florida is responsible for the operation of this Condominium and Porta Bella East. A true copy of the Articles of the Association is hereto annexed as Exhibit H and made a part hereof. A true copy of the By-Laws of the Association is hereto annexed as Exhibit I and made a part hereof.

B. Each Apartment Owner shall be a member of the Association in accordance with the provisions of the Articles.

C. An Apartment Owner who purchases his Apartment from an entity other than Developer shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

D. The property comprising Porta Bella South/West is being developed by Developer under a Phase development plan as set forth in Articles V, VI and VII hereof. However, nothing contained in the Condominium Documents shall require the Developer to submit either Phase II or Phase III, or both, to condominium ownership pursuant to this Declaration.

XII EASEMENTS

A. Perpetual Nonexclusive Easement to Public Ways

1. The driveway portions of the Common Elements and any walks or other rights-of-way in this Condominium as shown on the Phase I Survey, or the Phase II Survey if Phase II is submitted to condominium ownership pursuant to this Declaration by amendment hereto, or the Phase III Survey if Phase III is submitted to condominium ownership pursuant to this Declaration by amendment hereto, or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same to public ways, including dedicated streets, and the Boat Docks, Gas Facilities and the Recreation Facilities, which easement is hereby created in favor of all the Apartment Owners in this Condominium, apartment owners in Porta Bella East and Developer for their use and for the use of their family members, guests, invitees, lessees or licensees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

2. Pursuant to the Declaration of Condominium for Porta Bella East, the common elements of Porta Bella East are subject to perpetual non-exclusive easements of way over all roads and walkways in favor of the Apartment Owners, to and from Porta Bella East and this Condominium for their use, and the use of their immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of the Apartment Owners, but subject to all restrictions in the condominium documents for Porta Bella East.

B. Easements and Cross-Easements on Common Elements

Developer, for itself, its nominee and the Association, reserves the right to impose upon the Common Elements of Phase I and the Common Elements of Phase II and Phase III, if submitted to condominium ownership henceforth and from time to time such easements and cross-easements for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, Boat Docks, Gas Facilities, Recreation Facilities, security, garbage and waste removal and the like as it deems to be necessary and proper for this Condominium.

C. Easements and Cross Easements on Limited Common Elements

Each apartment owner within Porta Bella shall have an easement for

ingress and egress through the doorway in the Exteriors shown on the Survey, Plot Plan and Graphic Description of Improvements for each Phase.

D. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

E. Drainage, Utility and Access Easements

Certain portions of the Common Elements of this Condominium are subject to drainage, utility and access easements as shown on the Phase I, Phase II and Phase III Surveys, in addition to those described in the other Paragraphs of this Article XII. Further, the Surveys, Plot Plans and Graphic Descriptions of Improvements for Phase II and Phase III which will be recorded as part of the amendment submitting each respective Phase to condominium ownership, if so submitted, may set forth additional easements.

**XIII APPORTIONMENT OF TAX OR SPECIAL
ASSESSMENT IF LLEVIED AND ASSESSED
AGAINST THE CONDOMINIUM AS A WHOLE**

A. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any tax or special assessment against this Condominium as a whole rather than levying and assessing such tax or special assessment against each Apartment (hereinafter referred to as a "New Tax"), then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual budget of the Association or, if not possible, shall be separately levied and collected as a Special Assessment by the Association against all of the Apartment Owners. Each Apartment Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to that percentage by which such Apartment Owner shares in the Common Elements. In the event any New Tax shall be levied, the Association shall separately specify and identify that portion of the annual budget or of the Special Assessment attributable to such New Tax, and the portions of such New Tax allocated to an Apartment shall be and constitute a lien upon such Apartment to the same extent as though such New Tax had been separately levied by the taxing authority upon each Apartment at the time of the Annual Assessments following such budget or the levying of such Special Assessment.

B. All personal property and real property taxes levied or assessed against personal and real property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual budget of the Association.

XIV OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family residences only, except that Apartment A-107 will be used as an office for the Association to carry on its business and Apartment A-109 and Apartments C-129 and C-130, if Phase III is submitted to condominium ownership by an amendment hereto, will be used by the Association and the Apartment Owners for recreational

purposes. No separate part of an Apartment may be rented, and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes except as set forth in this Paragraph A. No trade, business, profession or other type of commercial activity may be conducted in any Apartment.

B. No Apartment may be rented for a term of less than three (3) months and no Apartment may be rented more than two (2) times within any twelve (12) month period.

C. No more than two (2) persons may permanently reside in a one (1) bedroom Apartment. No more than four (4) persons may permanently reside in a two (2) bedroom Apartment. No more than six (6) persons may permanently reside in a three (3) bedroom Apartment. For the purposes of applying this Paragraph C, a den within an Apartment shall be considered a bedroom.

D. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will increase the insurance rates on his Apartment or the Common Elements or which will obstruct or interfere with the rights of other Apartment Owners or the Association. No Apartment Owner shall annoy other Apartment Owners by unreasonable noises or otherwise, and no Apartment Owner shall commit or permit to be committed any nuisance or immoral or illegal act in his Apartment or on the Common Elements. No floor covering except carpeting or area rugs may be installed in an Apartment without the prior written consent of the Association, which consent may be unreasonably withheld. No carpet or floor tiles shall be installed on any porch or balcony without the prior written consent of the Association, which consent may be unreasonably withheld.

E. No Apartment Owner shall display any sign, advertisement or notice of any type on the exterior of his Apartment, the Common Elements or at any window or other part of his Apartment or on any personal property located therein; no Apartment Owner shall erect any exterior antennae or aerials upon his Apartment or the Common Elements; and no Apartment Owner shall cause anything to project out of any window, door or porch or balcony except as may be approved in writing by the Association.

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 said pet without the Association's prior written approval. Common household pets such as one (1) dog or one (1) cat per Apartment weighing less than twenty-five (25) 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 not 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.

G. An Apartment Owner shall not be permitted to keep any boat or trailer or truck or camper, van, recreational vehicle or other vehicle which is not a private passenger car on any portion of the Condominium Property and any such vehicle shall be removed at the expense of the Apartment Owner responsible therefor. The use of the Parking Spaces by certain types of vehicles may be further regulated and limited by rules and regulations promulgated by the Association.

H. No clothesline or other similar device shall be allowed on any portion of the Condominium Property.

I. Each Apartment Owner shall keep his Apartment in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors, windows or porch or balcony thereof any dirt or other substances.

J. No awnings, curtains, shades, venetian blinds, window guards, light reflective materials, aluminium foil, or other window covering, hurricane or storm shutters, ventilators, screens, fans or air conditioning devices shall be attached or affixed to the exterior of or be used in or about an Apartment or porch or balcony, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. All draperies shall have white liners except if the portion of such drapery facing the window is white and only white shades or white venetian blinds or white wood shutters may be used, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

K. Each Apartment Owner who plans to be absent from his Apartment during the hurricane season must prepare his Apartment prior to his departure by removing all furniture, potted plants and other movable objects from his balcony or porch, if any, and by designating a responsible firm or individual satisfactory to the Association to care for his Apartment should the Apartment suffer hurricane damage. No hurricane shutters may be installed without first applying in writing on a form supplied by the Association and without the prior written consent of the Association, which consent may be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Apartment Owner's expense.

L. Waterclosets and other water apparatus on the Condominium Property shall not be used for any purposes other than those for which they were constructed. An Apartment Owner shall pay for any damage to the Apartments, their contents and/or the Common Elements because of the misuse of waterclosets or other apparatus in his Apartment. Liability for any damage to an Apartment caused by the moving or carrying of any article on the Condominium Property shall be borne by the Apartment Owner responsible for the presence of such article. An Apartment Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents, licensees, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an Apartment or the Common Elements and shall also include the cost of repairing broken windows. An Apartment Owner shall also be liable for any personal injuries caused by his negligent acts or those of any member of his family, or his or their guests, employees, agents, licensees or

lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

M. No Apartment Owner shall use or permit to be brought into any Apartment or porch or balcony any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine or other explosives or articles deemed extra hazardous to life, limb or property.

N. The Association will retain a passkey to each Apartment. No Apartment Owner shall alter any lock or install a new lock on any door leading into his Apartment without the prior written consent of the Association. If such consent is given, the Apartment Owner shall provide the Association with a key for the use of the Association. In the event the Association is not provided with a key to the Apartment the Apartment Owner shall pay the cost incurred by the Association in gaining entrance to his Apartment.

O. No Apartment Owner shall cook or barbeque on any porch or balcony. Only lawn furniture is permitted on porches and balconies. The hanging of articles of any type on the porch or balcony railings is not permitted.

P. An Apartment Owner may not make or cause to be made any structural modifications to his Apartment without the Association's prior written consent, which consent may be unreasonably withheld.

Q. Bicycles shall only be parked in areas specified by the Association for that purpose and vehicles shall only be washed in areas specified for that purpose by the Association.

R. The Association may promulgate such rules and regulations as it determines in its sole discretion to be in the best interests of the Condominium and the Apartment Owners.

XV PARKING SPACES

A. Assignment of Parking Spaces

At the time of the conveyance of an Apartment from the Developer, there shall be assigned to each such Apartment the use of one (1) Parking Space. The particular Parking Space so assigned shall be selected by the Developer. The assignment by the Developer to an Apartment of the use of a Parking Space will be made by a written "Assignment of Use of Parking Space" (the "Assignment") in which the particular Parking Space is described. The Assignment will be delivered at the time of delivery of the deed to the Apartment. The Association shall maintain a book (the "Book") for the purpose of recording the current assignee of each Parking Space. Upon assignment of the use of a Parking Space by Developer, the Developer shall cause the Association to record such assignment in the Book, and the Apartment Owner to which such use is assigned shall have the exclusive right to use thereof. The right to use the Parking Space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance of or passing of title to the Apartment to which the use of such Parking Space is appurtenant, the Apartment Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Apartment a new Assignment and record such transfer in the Book. Such Assignment shall be executed by any two (2) officers of the Association and shall describe the assigned Parking Space and the name of the transferee.

and the transferee's Apartment number. Notwithstanding the foregoing, in the event Phase III is added to this Condominium by an amendment hereto, then Developer reserves the right to assign the use of a Parking Space in the Parking Garage located in Phase III to Apartment Owners in Phase I and Phase II and the Assignment of Parking Spaces located in Phases I and II shall terminate.

B. Restrictions on Separate Transfer of Parking Spaces

1. The use of an assigned Parking Space may be transferred by an Apartment Owner to another Apartment Owner, provided that the transferor shall execute a written Assignment which shall describe the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment number and furnish a true copy of the same to the Association, which shall record the Assignment in the Book.

2. Notwithstanding any provisions herein contained to the contrary, there shall always be at least one (1) Parking Space the use of which shall be appurtenant to each Apartment, and no transfer shall be made which shall result in an Apartment having the use of no Parking Space appurtenant thereto.

XVI CONVEYANCES, SALES AND MORTGAGES

In order to assure a community of congenial Apartment Owners and to protect the value of the Apartments, the sale, leasing and mortgaging of Apartments shall be subject to the following provisions:

A. Sale or Lease

No Apartment Owner may convey, transfer or dispose of his Apartment or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Apartment Owner) without approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time an Apartment Owner intends to convey, transfer or dispose of his Apartment or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Apartment Owner) he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser, lessee or transferee, a copy of the contract or lease and such other information as the Association may reasonably require on forms supplied by the Association (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser, lessee or transferee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects and that it is accompanied with an earnest money deposit in an amount of at least ten (10%) percent of the purchase price or lease price. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to an officer of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association, by its Board, shall either approve the Offering ("Approval") or furnish to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser, lessee or transferee approved by the Association to accept the terms of the Offering (the "Substituted Purchaser or Lessee").

(a) The Approval shall be in writing in recordable form signed by any two (2) members of the Board or the President of the Association (hereinafter referred to in this Declaration as the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser, lessee or transferee named in the Offering. Failure of the Board to grant Approval or to furnish a Substituted Purchaser or Lessee within thirty (30) days after the Notice is given shall constitute approval of the Offering, and the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser, lessee or transferee of the Offeror named in the Offering.

(b) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Lessee; provided, however, that the Substituted Purchaser or Lessee shall have not less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale or lease of the Offeror's Apartment. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser or Lessee. Upon closing with the Substituted Purchaser or Lessee, the Association shall deliver its Certificate of Approval.

(c) In the event the Substituted Purchaser or Lessee furnished by the Association pursuant to this Sub-paragraph 2 shall default in his obligation to purchase or lease such Apartment, as the case may be, then the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser or lessee of the Offeror named in the Offering.

(d) Notwithstanding the provisions of this Paragraph XVI.A, the Association shall not be required to furnish an Approval or a Substituted Purchaser or Lessee if the intended purchaser, lessee or transferee would not be permitted pursuant to Occupancy and Use Restrictions set forth in Article XIV of this Declaration.

(e) In the event that the Apartment Owner shall lease, sell or dispose of any interest in his Apartment (except to the spouse, children or parents of such Apartment Owner) without the approval of the Board, then the Association shall have the right to redeem said Apartment from such lease or sale by reimbursing the lessee or purchaser for sums paid under the lease or sales contract, and by executing or causing to be executed a lease in favor of the Apartment Owner identical with that being redeemed, or by refunding unto the purchaser of such Apartment the purchase price paid therefore, in which latter event, the purchaser of such Apartment shall convey same to the Association or to a party designated by the Association. In the event the Apartment Owner shall lease or sell his Apartment (except to the spouse, children or parents of such Apartment Owner) without approval of the Board, then the lessee or purchaser in such transaction shall give written notice to the Board of his lease or purchase of such Apartment together with a copy of the contract and deed or lease and such information as the Association may reasonably require on forms supplied by the Association. The notice shall be given by Certified Mail, Return Receipt Requested, or delivered by hand to an officer of the Association who shall give a receipt therefore. If such notice is not given to the Association then, at any time after receiving knowledge thereof, the Association shall proceed as if it had been given such notice on the date of receipt of such knowledge. Thereafter, the Board shall have ninety (90) days from receipt of such notice within which to exercise the right of redemption hereby granted to the Association and to accomplish such redemption. Failure to exercise said right of redemp-

tion and to accomplish the redemption of said lease or purchase within said ninety (90) day period of time, provided the same is not obstructed by the party from whom such redemption must be made, shall cause the right of redemption granted to the Association to terminate and expire as to said lease or purchase transaction.

(f) Notwithstanding the foregoing, no Apartment shall be leased unless the terms and provisions of such lease shall provide that such Apartment may not be sublet without the prior written approval of the Association first being obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Apartments and Common Elements contained in Article XIV of this Declaration and with the Rules and Regulations promulgated by the Association. Should any lessee not comply with such covenants, the Association shall have the right to cancel and terminate such lease, all without obligation to the Apartment Owner, and in said respect, the Association shall be regarded as the Apartment Owner's agent, fully authorized to take such steps as may be necessary to cancel and terminate such lease.

(g) Notwithstanding the foregoing, in the event the intended purchaser, lessee or transferee, other than the spouse, children or parents of an Apartment Owner, enters into possession of the Apartment without approval of the Board, then the sale, lease or transfer shall, at the option of the Association, be invalid and the Association shall have the right to dispossess said intended purchaser, lessee or transferee with or without legal notice and with or without the institution of any legal proceedings whatsoever.

B. Mortgages

No Apartment Owner may mortgage his Apartment or any interest therein without the approval of the Association, by the Board, except to a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association or Building and Loan Association or commercial bank doing business in the State of Florida; a mortgage banking company licensed to do business in the State of Florida or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; or a Real Estate Investment Trust authorized to transact business in the State of Florida; or a national banking association chartered under the laws of the United States of America; or Developer; or a mortgagee which has loaned money to the Developer in order to enable Developer to construct improvements upon the Land; or an Apartment Owner selling his Apartment who takes back a purchase money mortgage to secure a portion of the purchase price. Hereinafter, such permitted mortgagees described above are called "Approved Mortgagees", which term also includes any transferee of a mortgage encumbering any Apartment which mortgage was originally held by Developer and such transferees shall have all of the rights which Developer would have had if Developer had not transferred such mortgage. The approval or disapproval of any other mortgagees shall be within the sole and absolute discretion of the Board.

C. Acquisition by Gift, Devise or Inheritance

1. Any person who has obtained an Apartment or interest therein by gift, devise, inheritance or by any other method not heretofore considered (except for the spouse, children or parents of the immediately previous Apartment Owner of such Apartment) shall give to the Association notice thereof, together with such information concerning the person(s) obtaining such Apartment or interest therein as may be reasonably required by the Association and a certified copy of the instrument by which such Apartment or interest therein was obtained. If such notice is not given to the Associa-

tion, then at any time after receiving knowledge thereof the Association shall proceed in accordance with the following Sub-paragraph 2. as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association, by the Board, shall have the right either to approve or disapprove of such transfer of title. Approval of the Association shall be by Certificate of Approval and shall be delivered to the person who has obtained such title. In the event the Association fails to take any action pursuant to this Sub-paragraph within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Association shall deliver the Certificate of Approval to the person who has obtained such title. In the event the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Apartment at its fair market value. The fair market value of the Apartment will be determined by any one of the following methods: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title and one by the two appraisers so selected; (b) by mutual agreement by the purchaser and the person holding title; or (c) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser for the respective Apartment, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Apartment in accordance with the terms of this Declaration. In the event the person holding title refuses to execute such a contract or comply with such a contract, the Association shall have the right to dispossess such person, his family members, guests or lessees from the Apartment with or without legal notice and with or without the institution of any legal proceedings whatsoever.

3. In the event the purchaser furnished by the Association pursuant to the Sub-paragraph immediately preceding shall default in his obligation to purchase such Apartment, then the Association shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver the Certificate of Approval.

D. Rights of Approved Mortgagee in Event of Foreclosure

Notwithstanding any provisions in this Declaration to the contrary, an Approved Mortgagee upon becoming an Apartment Owner through foreclosure or by deed in lieu of foreclosure or whomsoever shall become an Apartment Owner as a result of a foreclosure sale by an Approved Mortgagee shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Apartment without prior approval of the Board, and the provisions of Paragraphs A, B, and C of this Article XVI shall not apply to such persons. It is the intent hereof to provide that an Approved Mortgagee, upon becoming the owner of an Apartment under the conditions set forth in the preceding sentence, is not required to have its ownership in an Apartment approved by the Association and that it is also free from the other restrictions of Paragraphs A, B and C of this Article XVI. Further, a purchaser of an Apartment at a foreclosure sale from an Approved Mortgagee does not require the Association approval as to its ownership of such Apartment and the Apartment Owner is likewise free to sell, lease, mortgage or otherwise transfer or encumber the Apartment free from such restrictions. For purposes of this

Paragraph D, the term "Approved Mortgagee" shall include mortgagees which have loaned money to Developer in order to enable Developer to construct improvements upon the Land and which have become an Apartment Owner as a result of such loan or loans, but shall not include the Apartment Owner who is an Approved Mortgagee pursuant to Paragraph B. of this Article XVI solely because he sells his Apartment and takes back a purchase money mortgage to secure a portion of the purchase price.

XVII MAINTENANCE, REPAIRS AND ALTERATIONS

A. Apartment Owners

1. Except for those portions of the Apartment to be maintained by the Association, as hereinafter described, each Apartment Owner shall maintain in good condition and repair and replace at his expense when necessary all portions of his Apartment, and all interior surfaces within or surrounding his Apartment, such as the surfaces of the walls, ceilings and floors and the fixtures therein, including the air conditioning equipment and exhaust fans. Further, each Apartment Owner shall maintain the surface of the interior of the porch or balcony serving his Apartment. Each Apartment Owner shall pay for any utilities which are separately metered and charged to his Apartment. Each Apartment Owner must perform promptly all such maintenance and repairs which if not performed would affect an Apartment belonging to any other Apartment Owner or the Condominium Property. Each Apartment Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement. Each Apartment shall be maintained and repaired in accordance with the final building plans of the Condominium Property utilized by the Developer, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in this Declaration.

2. No Apartment Owner shall make any alteration in or on the Common Elements or the portions of an Apartment which are maintained by the Association, remove any portion thereof, make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium Property. Any alteration or addition to the Condominium Property by an Apartment Owner shall be deemed to detrimentally affect the architectural design of the Condominium Property, unless the Board consents thereto in writing.

3. No Apartment Owner shall paint, refinish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion or surfaces of Condominium Property, including without limitation balconies, porches, doors and windows; place any awnings, screening or hurricane shutters on or in any Apartment; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen or screen door or other similar item without first obtaining written approval thereof by the Board, which approval the Board may withhold in its sole and absolute discretion. The Board shall not grant any approval contemplated by this Sub-paragraph if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of any part of the Condominium Property.

4. Each Apartment Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property for which the Association is responsible to maintain and repair.

5. Each Apartment Owner shall repair, maintain and replace as necessary all piping, wiring, ducts, conduits, appliances and other facilities located within the Apartment for the furnishing of utility services solely to said Apartment; provided, however, that all such repairs, maintenance and replacements shall be done by licensed plumbers or electricians approved by the Association, and such repairs shall be paid for by and be the financial obligation of such Apartment Owner.

6. Each Apartment Owner shall repair, maintain and replace as necessary the air conditioning compressor on the roof of a Building which is a Limited Common Element serving his Apartment; provided, however, that all such repairs, maintenance and replacements shall be done by repairmen approved by the Association in its sole discretion, and such repairs shall be paid for by and be the financial obligation of such Apartment Owner.

7. Each Apartment Owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom, or at any time as may be necessary for emergency repairs to prevent damage to the Common Elements or to another Apartment.

B. The Association

1. The Association shall repair, maintain and replace as necessary all of the Common Elements and all exterior surfaces of the Condominium Property, including exterior surfaces of Apartments, and shall maintain, repair and replace all piping, wiring, ducts, conduits, appliances and other facilities for furnishing of any and all utility services to the Apartments as necessary located within the Common Elements, but excluding therefrom (a) all piping, wiring, ducts, conduits, appliances and other facilities located within an Apartment servicing only said Apartment and (b) an air conditioning compressor which is a Limited Common Element and (c) the surface of the interiors of the porches or balconies.

2. The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the right of any Apartment Owner or any Approved Mortgagee; provided, however, if the cost of the same shall exceed Three Thousand (\$3,000.00) Dollars, the affirmative vote of two-thirds (2/3) of the Apartment Owners shall be required in addition to such Board approval, and the cost of such alterations and improvements shall be assessed against the Apartment Owners in the manner provided in the By-Laws. Further, the provisions hereof requiring an Apartment Owner's vote shall be inapplicable prior to the "Majority Election Meeting", as that term is hereinafter defined in Article XVIII, Paragraph B.6., if the Developer pays for the full cost of such structural change or improvement.

XVIII COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses

The Association, by the Board, shall prepare and adopt in accordance with this Declaration and the By-Laws an annual budget (the "Budget") for the operation and management of the Association and this Condominium.

The Budget shall include all expenses and income applicable to this Condominium which shall include, but not be limited to, the following items of expense:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Taxes upon Association property
- (vi) Insurance
- (vii) Security Provisions
- (viii) Other expenses
- (ix) Operating Capital
- (x) Reserves
- (xi) Fees payable to the Division of
Florida Land Sales and Condominiums
- (xii) Expenses under the Operating Agreement

The Common Expenses shall be shared by and among the Apartment Owners in the manner determined under Article IX of this Declaration, which share shall be assessed against each Apartment Owner annually as the Annual Assessment. Notwithstanding such method of allocation of Budget expenses, however, Apartment Owners shall be obligated to pay any Special Assessments as shall be levied in addition to the Annual Assessment by the Board against Apartments as a result of (a) extraordinary items of expense, (b) the failure or refusal of other Apartment Owners to pay their respective Annual Assessment, or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments

1. The record owners of each Apartment shall be personally liable, jointly and severally, to the Association for the payment of the Annual Assessment or of any Special Assessments levied by the Association and for all costs of collecting such Assessments, including interest, delinquent Assessments and attorneys' fees at all trial and appellate levels. Annual Assessments may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Annual Assessments apply. In the event of a default by an Apartment Owner in the payment of an installment of an Annual Assessment or in the payment of a Special Assessment, the Board may accelerate any remaining installments of the Annual Assessment of such Apartment Owner upon written notice thereof to such Apartment Owner, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in such notice, which date shall not be less than ten (10) days after the date of such notice. In the event any Special Assessment, installment of an Annual Assessment or accelerated Annual Assessment (hereinafter collectively referred to as "Assessments") is not paid within twenty (20) days after its respective due date, the Association, by action of the Board, may proceed to enforce and collect any of such delinquent Assessments against the Apartment Owner owing the same in any manner provided for under the Act, including foreclosure and sale of the Apartment.

2. The Association may at any time require Apartment Owners to maintain with the Association a deposit to cover future Assessments.

3. The Association shall have all of the powers, rights, privileges and may avail itself of any and all of the legal remedies provided for by the Act, including a lien upon an Apartment for any unpaid Assessment and interest thereon owed by the Apartment Owner of such Apartment and the right to collect from such Apartment Owner reasonable attorneys' fees at all

trial and appellate levels incurred by the Association incident to the collection of such Assessments or the enforcement of such lien. Assessments (including installments thereon) not paid when due shall bear interest from the date when due until paid at the highest rate permitted under law, but in no event in excess of the rate of ten (10%) percent per annum.

4. It is specifically acknowledged that the provisions of Section 718.116(5) of the Act are applicable to this Condominium and further, in the event an Approved Mortgagee, other than an Apartment Owner who is an Approved Mortgagee pursuant to Paragraph B of Article XVI solely because he sells his Apartment and takes back a purchase money mortgage to secure a portion of the purchase price, holding a first mortgage on an Apartment obtains title to such Apartment by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for the share of Common Expenses or Assessments levied or charged by the Association pertaining to such Apartment or chargeable to the former Apartment Owner of such Apartment which became due prior to acquisition of title as a result of such deed given in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure. Such share of Common Expenses or such Assessments that is not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Apartment, effective with the passage of title to such mortgagee or its purchaser.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded in the Public Records of Palm Beach County, Florida.

6. Hereto annexed as Exhibit J is a schedule of the maximum Annual Assessments for Phase I ("Interim Assessments") for the period commencing with the date hereof and ending December 31, 1981 or the date of the meeting at which members of the Association other than Developer first elect a majority of the Board ("Majority Election Meeting"), whichever is the sooner to occur ("Interim Assessment Period"). The Interim Assessments are only estimates of the Annual Assessments to be made pursuant to the By-Laws and this Declaration. The Developer guarantees ("Developer's Guarantee") that during the Interim Assessment Period, the Interim Assessments will not be increased above the annual maximum amount and the Developer will fund any cash deficit resulting from Common Expenses paid in excess of Interim Assessments assessed against Apartment Owners other than the Developer. No Interim Assessments shall be made against Apartments owned by Developer. Developer's Guarantee is made in accordance with the provisions of Section 718.116(8)(b) of the Act. Developer's Guarantee shall terminate and Annual Assessments determined as provided in Paragraph A of this Article XVIII, the other Sub-paragraphs of this Paragraph B and the By-Laws shall be determined and made commencing upon the termination of the Interim Assessment Period and at such date the Developer will pay any such Assessments for any of the Apartments owned by the Developer.

XIX LIABILITY INSURANCE

Each Apartment Owner shall be responsible for the purchase of liability insurance for accidents occurring in his own Apartment and for any additional liability insurance he so desires. The Board shall obtain liability insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements. The premiums for such insurance shall be part of the Common