



appointed by the Board of Directors or a member of the Board of Directors to make recommendations to the Board of Directors regarding the Association budget or take action on behalf of the Board of Directors.

G. "Common Elements" means the portion of the Condominium Property not included in the Units.

H. "Common Expenses" means (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of Common Elements; (3) expenses declared Common Expenses by the provisions of this Declaration or the By-Laws; and (4) any valid expenses or debts against the Condominium as a whole.

I. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents profits and revenues on account of the Common Elements over and above the amount of money expended as Common Expenses.

J. "Community Association" means Boca Pointe Community Association, Inc. See Paragraph 31 herein for a description of ownership in Boca Pointe.

K. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

L. "Condominium Building" or "Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

M. "Condominium Documents" means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

N. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

O. "Condominium Property" means and includes the land and personal property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

P. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

Q. "Developer" means WATERMARK/KLEWOW GROUP II LTD., a Florida limited partnership.

R. "Homeowner Association" means Villa Sonrisa Homeowners' Association, Inc. See Paragraph 31 herein for a description of ownership in Villa Sonrisa.

S. "Institutional Lender" or "Institutional Mortgagee" or "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, the Federal National Mortgage Association or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) or any other

lender approved by the Association pursuant to the provisions of Paragraph 18, holding a mortgage encumbering a Condominium Unit.

T. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units.

U. "Owner" or "Unit Owner" means that person or entity owning a Condominium Unit.

V. "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by an annual budget.

W. "Unit" or "Condominium Unit" means a portion of the Condominium Property which is subject to exclusive ownership; said Unit being a Unit space designated as "Condominium Unit" on the Plot Plan, Survey and Graphic Description attached hereto as Exhibits "B" and "C".

3. Condominium Units; Appurtenances; Limited Common Elements; Possession and Enjoyment

A. A Condominium Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each Unit is identified by an alphanumeric designation as set forth in Exhibit "B". The boundaries of a Unit are as follows:

Lower Boundary - The undecorated, unfinished upper surface of the floor.

Upper Boundary - The undecorated, unfinished lower surface of the ceiling, as extended to the perimetrical boundaries thereof.

Perimetrical Boundaries - The undecorated, unfinished interior surface of the perimeter walls of the Unit extended to their intersection with the upper and lower boundaries. Where a veranda, terrace, loggia, or porch has not been declared a Limited Common Element in Paragraph B below, and serves only the Unit being bounded, the perimetrical boundary shall vary with the interior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

Apertures - Where there is an aperture to any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places at right angles to the dimension of such aperture so that the perimetrical boundary at such places shall be coincident with the interior unfinished surface of such aperture, including the framework thereof. Exterior surfaces or walls made of glass, or glass fixed to metal framing, exterior windows or frames, exterior glass sliding doors, frames and castings, or screens shall be included within the Units and shall not be deemed a Common Element.

Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weightbearing structure, the undecorated and unfinished floor between the first and second story of any second-story Unit and shall exclude all pipes, ducts, wires, conduits and other facilities running through any interior walls or

partitions for the maintenance of utility services to other Units or Common Elements or Limited Common Elements. Mechanical equipment and appurtenances located within or without any Unit and for the exclusive use of that Unit including, but not limited to, the following shall be considered part of the Unit: air conditioning and heating system, filters, coils, hearing strips, water heaters, appliances, range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures and cabinets.

B. Limited Common Elements - The Limited Common Elements for each Unit are depicted in Exhibit "B" and they shall be maintained as provided herein. All Limited Common Elements shall be an appurtenance to the designated Unit. Driveways shall be Limited Common Elements to the Units which they serve. Any veranda, terrace, loggia, patio, porch, sundeck, foyer, entranceway, courtyard, whether such areas are screened or open; together with any outside lighting fixtures and any trash enclosures, attached to the building and serving only a Unit adjacent to such area is a Limited Common Element appurtenant to such adjacent Unit.

C. Condominium Parcel - There shall pass with each Unit as an appurtenance thereto:

- (1) An undivided interest in the Common Elements.
- (2) An undivided share in the Common Surplus.
- (3) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (4) Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Condominium Unit.
- (5) Membership for the Unit Owner in the Association and, on all matters on which the membership of the Association shall be entitled to vote, one vote for each Unit, subject to the rights and obligations of membership therein.
- (6) The benefit, use and enjoyment of the Condominium Property and any improvements thereon, subject to the terms, conditions and limitations of this Declaration.
- (7) The use of assigned Limited Common Elements, subject to the provisions of this Declaration.
- (8) A non-exclusive easement for ingress and egress over the parking tracts, walks and other rights-of-way of the Common Elements necessary to provide access to the public ways.

D. The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Elements (other than Limited Common Elements) and a joint mutual easement for that purpose is hereby created.

(1) Each Owner shall pay the cost of maintaining all sliding glass doors or screening (including screening fixtures but excluding hurricane shutters) contained within his Condominium Unit or any building, terrace or porch attached to his Unit; the replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the Unit; and of ordinary cleaning and maintenance of the patios,

balconies and terraces. Each Owner shall also pay the cost of maintaining the water heater and the heating and air conditioning unit servicing his Unit. Rules and regulation regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the Association from time to time.

4. Restraint Upon Separation and Partition of Limited Common Elements and Common Elements

The appurtenant Limited Common Elements (which are shown on Exhibit "B" attached hereto) and the undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

The share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

The Share in the Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

5. Common Elements

Common Elements includes within its meaning the following items:

A. All of the real property, other than the Units as the same are defined herein, all of which are more particularly described and set forth in Exhibit "B". Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the Common Elements; all structural walls, beams and members located within the Units and easements of support in every portion of a Unit which contributes to the support of the improvements; and all personal property held and maintained for the joint use and enjoyment of all of the Owners of all such Units.

B. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

C. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

D. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units.

6. Condominium Property and Identification of Units

A. Attached hereto as Exhibit "B" is a sketch of the survey of the land being submitted to condominium ownership, together with a plot plan and graphic description of the improvements in which the Units are located.

B. The identification, location and dimensions of each Unit, the Limited Common Elements and the Common Elements appear on Exhibit "B". Each Unit has been given an alphanumeric designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibit "B" in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit

and the Limited Common Elements and Common Elements appurtenant thereto. The legend and notes contained in Exhibit "B" is incorporated herein and made a part hereof by referenced.

7. Ownership of Common Elements and Shares of Common Surplus

The Owner of each Unit shall own a share and certain interest in the Condominium Property which is appurtenant to the Unit Owner's Unit which includes, but is not limited to, the following items which are appurtenant to the Units as indicated:

A. Common Elements - The divided shares, stated as fractions, in the Common Elements appurtenant to each of the Condominium Units are set forth on the schedule attached hereto and made a part hereof as Exhibit "E".

B. Common Surplus - Each Unit Owner shall own any Common Surplus of the Association in the same percentage as the Common Expenses appurtenant to each Unit are shared, as set forth in Exhibit "E". This ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surplus.

8. Amendment to Declaration

A. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

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

(2) An amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by 25% of the members of the Association holding 25% of the total vote of the entire membership. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved at a duly called and held meeting by either:

(a) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the vote of the entire membership of the Association; or

(b) Not less than ninety percent (90%) of the vote of the entire membership of the Association; or

(c) Until the first election of a majority of Directors by the Unit Owners as provided for in the By-Laws of the Association, by two-thirds (2/3) of the Board of Directors.

B. No amendment shall change any Condominium Parcel nor a Unit Owner's share of the Common Elements, its Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment and unless all the record owners of all other units approve the amendment.

C. No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

D. Notwithstanding the foregoing paragraphs, but subject to the provisions of Florida Statute 718.113(3), the Developer reserves the right to change the interior designs and

arrangement of all Units; to alter the boundaries between Units, and to alter the exterior boundary of any building containing Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units, or materially increase a Unit Owner's maintenance expense without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any Institutional Mortgagee whose mortgage encumbers the said altered Units, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not their joinder is elsewhere required for amendments. The survey shall be certified in the manner required by the Act.

(1) Notwithstanding anything to the contrary herein, and unless otherwise prohibited by the Act, the Developer reserves the right to amend the Declaration and its Exhibits so as to correct any errors or omissions, or any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyor's error, so long as such amendments do not increase the maximum number of Units or materially affect the rights of Unit Owners, lienors or mortgagees. Such amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, Unit Owners, lienors or Mortgagees of Units, whether or not elsewhere required for amendments.

E. In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, as described in Sub-paragraph D.2, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

(1) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered.

(2) A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval by writing delivered to the Secretary at or prior to the meeting. Such approvals to amend this Declaration must be either by:

(a) Not less than thirty-three and one-third percent (33-1/3%) of the entire membership of the Board of Directors and by not less than ten percent (10%) of the votes of the entire membership of the Unit Owners; or

(b) Not less than twenty-five percent (25%) of the votes of the entire membership of the Unit Owners; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.

F. Until the last Unit within the Condominium Property is delivered to purchasers, no amendment to this Declaration shall be made or shall be effective without the written consent of the Developer, if such amendment would adversely affect the sale of any Unit(s) by the Developer. This paragraph may not be amended without the Developers' consent, so long as the Developer owns a unit.

9. The Association; Its Powers and Responsibilities

A. The Condominium is governed and administered by Villa Sonrisa Five Condominium Association, Inc., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "C". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Paragraph 8 of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. Except as provided above in Paragraph 8, no amendment to the Articles of Incorporation shall, however, change any Condominium Parcel or the share of Common Elements, Common Expenses or Common Surplus attributable to a Unit nor the voting rights appurtenant to a Unit unless the record Owner or Owners thereof and all record owners of mortgages upon such Unit or Units shall join in the execution of such amendment.

B. The powers and duties of the Association shall include those set forth in the By-Laws annexed hereto and made a part hereof as Exhibit "D". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. In addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

(1) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoints the Association as his or her agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

(2) The power to levy and collect Assessments from Unit Owners and to maintain, repair and replace the Common Elements.

(3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times during normal business hours.

(4) The power to enter into contracts with others, for valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements, and maintenance of all accounting records. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements shall not relieve the Unit Owner of Unit Owner's personal responsibility to maintain and preserve the interior surface of his Unit and the Limited Common Elements appurtenant thereto, and to paint, clean, decorate, maintain and repair his Unit.

(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.



(6) The power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

(7) If requested by the Community Association or the Homeowners' Association, the duty to collect from all Condominium Unit Owners the annual, special and individual assessments of the Community Association or the Homeowners' Association, to pay the Community Association or the Homeowners' Association all sums collected on a monthly or quarterly basis as determined by the Community Association or Homeowners' Association, and to lien and foreclose Unit Owners on behalf of the Community Association or Homeowners' Association, for failure to pay any assessments due to the Community Association or Homeowners' Association.

C. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

D. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

E. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes.

F. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, so that such Unit Owners shall have the right to intervene and defend.

G. No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

10. Maintenance, Alterations and Improvements

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association - The Association shall maintain, repair and replace at the Association's own expense:

(1) All Common Elements, and all hurricane shutters.

(2) All Limited Common Elements (except as required to be Owner-maintained by Section B of Paragraph 10)

(3) All incidental damage caused to a Unit by such work described in Paragraph 10.A.1 above shall be promptly repaired at the expense of the Association

(4) All Property owned by the Association.

B. By the Condominium Unit Owner - The responsibilities of the Condominium Unit Owner shall be as follows:

(1) To maintain, repair and replace at Unit Owner's expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association as provided in Paragraph 10.A. Included within the responsibility of the Unit Owner shall be regular cleaning and maintenance of Limited Common Elements abutting their Unit, including but not limited to any enclosure of any balcony, terrace or porch attached to his Unit,

which shall include any screening, carpeting or other floor covering. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(2) To maintain, repair and replace at Unit Owner's expense, Unit Owner's individual air conditioning and heating system inside Unit Owner's individual Condominium Unit.

(3) Within the Unit to maintain, repair and replace at Unit Owner's expense all fans, stoves, refrigerators, dishwashers, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Condominium Unit.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building, including balconies, patios or terraces.

(5) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(6) No Condominium Unit Owner, other than the Developer, shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining written approval from the Board of Directors of the Association.

C. Alteration and Improvement of Common Elements -

There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members of the Association casting not less than sixty-six and two-thirds percent (66-2/3%) of the total votes of the members of the Association present at any regular or special meeting of the Association called for that purpose. The Community Association and the Homeowners' Association shall be given notice and a reasonable opportunity to respond to all architectural control matters prior to the approval of such matters by the Board of Directors and the members of the Association. The cost of the foregoing shall be assessed as Common Expenses of the Condominium.

D. Alteration of Unit -

Except as provided in Paragraph 28 hereinafter, no Owner of a Condominium Unit shall make or cause to be made any structural modifications or alterations or replacements in Owner's Unit, or the exterior doors of Owner's Unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger the building. Any application from a Unit Owner for the installation, replacement or maintenance of hurricane shutters which application conforms with hurricane shutter specifications adopted by the Board of Directors, shall not be deemed a material alteration to the Common Elements of the Condominium. The Association shall only maintain those hurricane shutters which conform with the specifications published by the Association. If the modification, alteration or replacement desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A Unit Owner making or causing to be made any structural modification, alteration or replacement to Unit Owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom, notwithstanding the fact that the Association

may have consented to the changes. No Unit Owner shall cause any improvements or changes to be made to the exterior of the building, including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning units which may protrude through the walls or roof of the building, or in any manner change the appearance of the exterior of the building or any portion of the building not totally within the Unit, without the prior written consent of the Association. No Unit Owner or any other person shall install upon the roof, exterior of a building, the Condominium Property, or the Common Elements of the Condominium, any television antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing, without the prior written consent of the Association.

E. Liability of Unit Owner - Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause damage to the Common Elements, the Association may make such repairs or replacements and the Association shall have the right to repair the same and to charge the cost thereof to said Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage caused to or occurring on account of any such repairs.

F. Insurance Proceeds - Whenever any maintenance, replacement or repair of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds, actually paid.

#### 11. Enforcement of Maintenance

In the event the Owner of a Unit fails to maintain the Unit and the appurtenances thereto as required above, the Association, any management firm, the Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to charge the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition. Such charge shall constitute a special assessment against such Unit.

The Association shall have the right to have its employees or agents enter the Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. Further, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy violation of Paragraph 10 which may cause damage to the Common Elements or to another Unit or Units, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

#### 12. Common Expenses

A. Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by the Condominium Act, this Declaration and the By-Laws.

B. All costs of water, gas, trash and garbage collection and sewage service to the Condominium Property shall be a Common Expense of the Condominium.

C. Common Expenses shall be shared by the Unit Owners in accordance with their respective interests in the Common Elements and ownership of Common Surplus, as set forth in Exhibit "E". The foregoing ratio of sharing Common Expenses and assessments shall remain, regardless of the purchase price of the Condominium Units and regardless of the square footage of the Condominium Units.

13. Assessments; Liability, Liens, Priority, Interest and Collections

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while the Owner of a Unit, except as provided in Paragraph 14 below. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.

B. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the proportions or shares set forth in Paragraph 12 above pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

C. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses, or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association, in accordance with the Act.

(1) The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements.

(2) The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

D. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration or the Condominium Act. All monies received from Assessments may be commingled with other monies held by the Association. All Assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not

be required to account to such Owner for any share of the funds or assets of the Association.

E. Liability for Assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any Common Elements or other property which an Owner is entitled to sue or enjoy.

F. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the Association shall charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for each delinquent installment that payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The Association shall furnish to the Mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage.

G. The Association shall have a lien upon each Condominium Parcel, which lien shall secure the payment of all monies due from each Unit Owner for which he is liable to the Association, including all Assessments, interest and expenses provided for in this Declaration and reasonable attorney's fees incurred as an incident to the enforcement of said lien. The lien shall be effective, have priority and be collected as provided by the Act unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

H. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association may be entitled, at the Court's discretion, to receive rent from the Owner of any Condominium Unit from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Condominium Unit. The rent required to be paid shall be equal to the rent charged on comparable type of Condominium Units in Palm Beach County, Florida.

I. The liability of a first Mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure or the unpaid assessment that became due prior to the Mortgagee's acquisition of title, is limited to the lesser of: (1) the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately proceeding the acquisition of title and for which payment in full has not been received by the Association; or (2) one (1%) percent of the original mortgage debt. The provisions of this paragraph shall not apply unless the first Mortgagee joins the Condominium Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Mortgagee. Any unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquiror, acquiror's successors and assigns. It is understood that such acquiror shall be liable for acquiror's share of Common Expenses or Assessments attributable to acquiror's

Condominium Unit from the date of acquiring said Condominium Unit. Except as provided in this Declaration, no Unit Owner may be excused from the payment of Unit Owner's proportionate share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from such payment.

J. Nothing contained herein shall abridge or limit the rights and responsibilities of Mortgagees as set forth in the Condominium Act.

14. Exemption of Developer

The Developer shall be excused from the payment of Common Expenses as provided in the Act, for the period commencing from the date of recordation of the Declaration of Condominium and terminating twelve (12) months from the date of recordation of the Declaration, or the date of turnover of Association control from the Developer to the Unit Owners other than the Developer, or, upon written notice by the Developer to the Association, whichever occurs first (the "Guarantee Period"). During this time period, the Developer guarantees that the level of Assessments for Common Expenses of Villa Sonrisa Five Condominium Association, Inc. shall not exceed \$249.89 per month (due quarterly in an amount equal to \$749.68) for each fiscal year of the Association until the Guarantee Period is terminated. During the Guarantee Period, the Developer shall pay the portion of Common Expenses incurred which exceed the amounts assessed against the other Unit Owners in the Condominium. Upon the expiration of this Guarantee Period, the Developer shall have the option to extend the Guarantee Period an additional twelve (12) months.

15. Limitation of Liability

A. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which the Owner is assessed from time to time in accordance with the Condominium Act, this Declaration or the By-Laws (including any interest, penalties, costs or attorney's fees provided for therein in the event of delinquency), and the Community Association documents.

B. A Unit Owner shall be liable for injuries or damages resulting from an accident in Unit Owner's Unit to the same extent and degree that the Owner of a single-family detached dwelling would be liable for an accident occurring within Unit Owner's single-family detached dwelling.

C. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend.

16. Liens

A. With the exception of liens which may result from the initial construction of this Condominium or are provided for in this Paragraph 16, no liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to the Owner's Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event one lien is filed against two or more Condominium Units and the lien becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to Owner's Condominium Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Condominium Unit.

17. Easements

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

A. Utility Services, Drainage and Governmental Services - Easements are reserved under, through and over the Condominium Property as may be required for utility services, drainage and governmental services in order to serve the Condominium. An Owner shall do nothing within or outside Unit Owner's Unit that interferes with or impairs the utility services or governmental services using these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency. Governmental Services shall include police and fire protection, garbage collection and postal service.

B. Pedestrian Traffic - An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid. Said easement shall also be for the use of the Community Association and the Homeowners' Association for the sole purpose of conducting such activities as may be required by the Community Association and the Homeowners' Association. The Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purpose for which same are intended, subject to the provisions of the Declaration and the By-Laws.

C. Easement for Unintentional and Non-Negligent Encroachments - If a Unit shall encroach upon any Common Element, Limited Common Element or upon any other Unit, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the non-negligent or non-purposeful act of the Unit Owner or Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support - The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Condominium Unit Owners, heirs lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. The Community Association - An easement shall exist in favor of the Community Association to enter the Common Elements for landscape maintenance purposes and for general maintenance purposes in the event the Association fails to maintain the Common Elements.

F. The Homeowners' Association - An easement shall exist in favor of the Homeowners' Association to enter the Common Elements for landscape maintenance purposes and for general maintenance purposes in the event the Association fails to maintain the Common Elements.

G. Easement to Adjoining Parcel - The Developer, its successors or assigns, owns the parcel of property to the west of the Condominium Property. An easement over the Common Elements shall exist to the owner or owners of such property or portions thereof, and to any condominium association or homeowners' association created to administer any common elements or common area within said adjoining parcel, for the purposes of ingress and egress to such property, and for the purpose of installing, maintaining, repairing or replacing any utilities including, but not limited to, electrical, telephone, gas, drainage, water and sewer lines over the Condominium Property, in order to serve the adjoining parcel.

H. Additional Easements - The Developer (during any period in which there are any unsold Units in the Condominium or any period in which subsequent phases are under construction) and the Association each shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access or other easements and relocate any existing access or other easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owner, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association, any Unit Owner or Mortgagee shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The Unit Owners do hereby designate Developer and/or Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

#### 18. Conveyances, Sales, Rentals, Leases and Transfers

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale, leasing, rental and transfer of Units shall be subject to the following provisions:

##### A. Transfer Subject to Approval

(1) Sale - No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit Owner.



(2) Lease - No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit Owner, except as provided herein:

(a) No portion of a Unit (other than an entire Unit) may be rented. All leases shall be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. All lease shall also provide that a security deposit in an amount equal to one (1) months rent, or Five Hundred Dollars (\$500.00), whichever is greater, shall be deposited with the Association for purposes of defraying the cost to the Association to repair any portion of the Condominium Property or any portion of other Units which damage was caused as a result of the tenant, its family, guests, invitees or licensees. Leasing of Units shall also be subject to the prior written approval of the Association. No Unit shall be leased for a term of less than four (4) months nor more than two (2) times in one (1) calendar year. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

(3) Gift - If any Unit Owner proposes to transfer his title by gift, the proposed transfer shall be subject to the approval of the Association.

(4) Other Transfers - If any Unit Owner proposed to transfer his title in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of the Association.

(5) Approval by Association - The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

(6) Notice to Association

(a) Sale - A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease - A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to the approval by the Association.

(c) Gift; Other Transfers - A Unit Owner who proposes to transfer his title by gift or in any other manner not heretofore considered, shall give to the Association notice of the proposed transfer of his title, together with such information concerning the transferee as the Association may reasonably require, and a copy of all instruments to be used in transferring title.

(d) Failure to Give Notice - If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it received the required notice on the date of such approval.

(7) Certificate of Approval

(a) Sale - If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

(b) Lease - If the proposed transaction is a lease, then, within twenty (20) days after receipt of the information required pursuant to Paragraph 6(b), the Association must either approve or disapprove the proposed lessee. If approved, the approval shall be in a Notice executed by an officer of the Association.

(c) Gifts - If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice required in Paragraph 6(c) above, the Association must either approve or disapprove the transfer of title. If approved, the approval shall be stated in a Certificate executed by the proper officers of the Association in recordable form and shall be delivered to the grantee and shall be recorded in the public records of Palm Beach County, Florida.

(8) Disapproval - If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

(a) Sale - If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

(1) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproval contract to sell.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of said Agreement to Purchase.

(4) If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease - If the proposed transaction is a lease, the Association shall send a Notice of Disapproval to the Unit Owner within twenty (20) days after receipt of the information

required pursuant to Paragraph 6(b).

(c) Gifts; Other Transfers - If the Unit Owner giving notice proposes to transfer his title by gift or in any other manner, then, within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of the Association regarding occupancy of the Unit and by whom the votes in the Association affairs may be cast.

B. Mortgage - No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association except to an Institutional Mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

C. Exceptions - The foregoing provisions of this Paragraph shall not apply to a transfer or purchase by an Institutional Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

The Declarant and its successors or assigns shall be excused from the provisions of this Paragraph specifically regarding the sale and transfer of Units.

D. Unauthorized Transactions - Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

E. General Provisions - The foregoing provisions of this Paragraph 18 shall not be applicable to transfer or lease by a Unit Owner to any member of Unit Owner's immediate family (i.e., spouse, children or parents); or, if a Unit is owned by a form of co-tenancy, to transfer from one co-tenant to the other co-tenant. The foregoing provisions of this Paragraph shall also not be applicable to transfer of Units from (1) a trustee to its beneficiary, (2) a beneficiary to its trustee and (3) a Unit Owner to a corporation where the Unit Owner is a principal shareholder.

The Association, in its discretion, may charge a transfer fee in connection with the sale, mortgage, lease, sub-lease, or other transfer of a Unit but in no event may such fee exceed \$50.00. However, if the lease is a renewal of a lease with the same lessee, no charge shall be made.

The Association may condition approval of any sale, lease, gift or other transfer upon payment of fines as specified in Article XIII of the By-Laws.

19. Obligations of Unit Owners

In addition to other obligations and duties heretofore set out in this Declaration, each Unit Owner shall:

A. Promptly pay the Assessments levied by the Association.

B. Maintain in good condition and repair, Owner's Unit and Limited Common Elements and all interior surfaces within or surrounding Owner's Unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the Unit or Limited Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to Owner's Unit.

C. Not permit or suffer anything to be done or kept in Owner's Unit which will increase the insurance rates on Owner's Unit or on the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral or illegal act in Owner's Unit or on the Common Elements.

D. Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through or under Owner do likewise.

E. Make no alteration, decoration, repair, replacement or change of the Common Elements or Limited Common Elements, or to any outside or exterior portion of the building, except as set forth hereinbefore.

F. Show no sign, advertisement or notice of any type on the Common Elements or Owner's Unit, except as may be provided for in the rules and regulations of the Association.

G. Make no repairs to any plumbing or electrical wiring except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the Owner of the Unit and paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

H. Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against Unit Owner's Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Unit Owner in Owner's "Condominium Parcel" and in the "Limited Common Elements" appurtenant thereto and in the "Common Elements" shall be considered as a Unit. The value of each Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as have been assigned to said Unit in this Declaration.

## 20. Insurance

A. Liability Insurance - The Board of Directors of the Association shall obtain public liability and property damage insurance covering all property owned by the Association and all of the Common Elements of the Condominium, and insuring the Association, Unit Owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charges as a Common Expense.

B. Casualty Insurance -- Purchase of Insurance - The Association shall obtain "all risk" insurance and vandalism and malicious mischief insurance, insuring all of the insurable im-

provements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include floor coverings, wall coverings or ceiling coverings of a Unit, which shall be the responsibility of the Unit Owner. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policy holder's standards of the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium.

C. Application of Insurance Proceeds - The proceeds of casualty insurance paid to the Association by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(1) Common Elements Only - The proceeds paid to the Association for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Association to the Owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall use, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay the Association such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners as a Common Expense.

(2) Units - The proceeds paid to the Association for loss of or damage to the building, constituting Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in the building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Association to the Owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions based upon the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units, the Association shall charge the amount of the difference against, and collect the same from, the Owner(s) of the Unit(s) damaged or destroyed, in the proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the insurance proceeds to be applied toward the total cost of repairing, replacing or reconstructing all of such damaged or

destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Association is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged, shall be assessed by the Association against, and collected from, the Owner(s) of such damaged or destroyed Units.

D. Distribution of Proceeds - Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Association, in the following manner:

(1) Reconstruction or Repair - If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds (insurance proceeds less the expenses of the Association) shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair - If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial Owners as surplus in the manner elsewhere stated.

E. Reconstruction or Repair After Casualty - Whether, and in the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

(1) The Building - If the Building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(a) Total Destruction of Building - If the Building is totally destroyed or is so damaged that no Unit therein is habitable, the Building and improvements comprising Common Elements shall not be reconstructed, and the Condominium shall be terminated unless the Owners of Units to which sixty-six and two-thirds percent (66-2/3%) of the Common Elements are appurtenant agree in writing, within one hundred twenty (120) days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require

reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

(b) Damage to and Destruction of Part of the Building - If some, but not all, of the Building is damaged and/or destroyed and one or more of the Units remains habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that the Building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within one hundred twenty (120) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

(2) Common Elements - Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

F. Construction Funds - All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(1) Unit Owners - The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit Owners, shall be paid by the Association to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly.

(2) Association -- Minor Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than fifteen thousand and no/100 dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than fifteen thousand and no/100 dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(4) Surplus - It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial Owners of the fund in a manner elsewhere herein stated; except however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

G. Plans and Specifications - Any repair and restoration must be substantially in accordance with the plans and

specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

H. Association's Power to Compromise Claim - The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

I. Worker's Compensation - A workmen's compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of \$500,000.00 Employer's Liability Coverage.

J. Unit Owner's Responsibility to Insure - Each individual Unit Owner shall purchase at Unit Owner's expense, liability insurance to cover accidents occurring within Unit Owner's Unit, and shall purchase insurance upon Unit Owner's personal property, and living expense insurance, and such insurance, where applicable, shall contain waiver of subrogation, if available.

K. Subrogation - If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for loss or damage for which insurance hereunder is carried, provided the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

L. Failure to Insure - If the Association fails to procure any of the insurance coverages required under this Declaration, and to pay the premiums therefor, the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium shall have the right to obtain and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to said payments.

## 21. Eminent Domain or Condemnation Proceedings

The Association is hereby irrevocably appointed agent for each Unit owned for the purpose of representing the Unit Owners in any condemnation proceedings or in negotiating settlements or agreements with the condemning authority for acquisition of the common areas, or part thereof.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and disbursed to Unit Owners and their mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or condemnation proceedings, and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority.

## 22. Rules and Regulations

A. As to Common Elements and Limited Common Elements - The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the Common Elements and Limited Common Elements of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, mail to Owners or post



in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Condominium Units - The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s) provided, however, that copies of such rules and regulations are sent to each Unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property.

C. Rules and Regulations - The rules and regulations shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a fifty-one percent (51%) majority vote or consent of the Board of Directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or of the By-Laws. The rules and regulations, in full force and effect as of the date of this Declaration are attached hereto as Exhibit "G" and made a part hereof as though set out in full.

#### 23. Maintenance Contracts

If there shall become available to the Association a program of contract maintenance for all appliances and/or all air conditioning compressors serving individual Condominium Units which the Association determines is for the benefit of the Condominium Unit Owners to consider, then, upon resolution of the Unit Owners by a majority of those voting at a special meeting of the Association at which a quorum is present, or by a majority of their whole number in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a Common Expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of Condominium Unit Owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the Unit Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the Unit Owners electing in such written undertakings, as the Association shall deem proper, to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

#### 24. Management Agreement

The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors.

## 25. Termination of Condominium

The Condominium may be terminated in the following manner:

A. Destruction - If it is determined in the manner provided in Paragraph 20 that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

B. Agreement - As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all holders of recorded liens affecting any of the Condominium Parcels.

If the proposed termination is submitted to a meeting of the Association, and if the approval of seventy-five percent (75%) of the Owners and their mortgagees is obtained, in writing, not later than sixty (60) days after the date of such meeting, then the approving Unit Owners (through the Association) shall have an option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days after the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against the termination, or not voting, may within fifteen (15) days after the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

(1) Exercise of Option - The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Unit Owners. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

(2) Price - The sales price for each Condominium Unit shall be the fair market value as determined between the Seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Condominium Unit, the price shall be determined by an appraiser appointed by the President of the local Association of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered by any court of competent jurisdiction.

(3) Payment - The purchase price shall be paid in cash.

(4) Form - The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida.

(5) The sale of all Condominiums Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Condominium Unit to be purchased.

C. Certificate - The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Palm Beach County, Florida.

D. Shares of Owners After Termination - After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal one hundred percent (100%). If the Condominium is termi-

nated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium Property and all other Association expenses, as set forth in this Declaration and the By-Laws.

E. Amendment - This Paragraph 25 concerning termination cannot be amended without the written consent of not less than eighty (80%) percent of all Unit Owners, and their record owners of mortgages upon their Condominium Units.

F. The Homeowners' Association - The Homeowners' Association shall be allowed to maintain all Common Areas and assess the Unit Owners for such maintenance in the event of termination of the Association.

26. Assignability of Rights of Developer

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated in writing by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successor-in-interest of the Developer and/or the successor or successors-in-interest of the nominees, assignees or designees of the nominees, assignees or designees of the Developer, so long as such person or entity executes an agreement acknowledging its acceptance of the rights as well as the obligations of Developer.

27. Execution of Documents Required by Governmental Authorities

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by governmental authorities (including the County of Palm Beach and the State of Florida). To the extent that said documents require the joinder of any or all Unit Owners in this Condominium, each of said Owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

28. Changes in Developer-Owned Units

So long as the record owner of any unit(s) affected, and the record owners of liens on such affected unit(s) join in any amendment and at least a majority of the record owners of all other units approve the amendment, Developer shall have the right, subject to Florida Statute 718.113(3), to do the following modifications provided such modifications do not increase the maximum number of Units or materially increase a Unit Owner's maintenance obligation, except as provided herein:

A. Make alterations, additions or improvements in, to and upon Units or buildings containing Units, owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.

B. Change the layout or number of rooms in any Developer-owned Units.

C. Change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise.

D. Reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the

Common Expenses; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

The provisions of this Paragraph may not be added to, amended or deleted without the prior written consent of the Developer so long as the Developer holds at least one Unit in the Condominium for sale in the ordinary course of business.

#### 29. Animals and Pets

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets, but no more than a total of two (2); provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any property located adjacent to the Properties must be removed by the Unit Owner, upon request from the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash. It shall be an Owners obligation to remove and otherwise dispose of their pet's waste material from the Condominium Property.

#### 30. Remedies

A. Relief - Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by Developer, the Association, the management firm, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorney's Fees - In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association (if it is not a Defendant) or any management firm, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees through all levels of appeal. Further, in the event the proceedings are instituted by or against the Developer or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to, the general and limited partners of the Developer or the initial directors of the Association) for any reason whatsoever, including, but not limited to, (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer or any management firm and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorney's fees at all levels of the proceedings, including

appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Palm Beach County for the purpose of testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver - The failure of the Association, any management firm, the Developer or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or, the rules and regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative - All rights, remedies and privileges granted to Association, any management firm, the Developer and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

E. Venue; Waiver of Trial by Jury - Every Unit Owner or occupant and all persons claiming any interest in a Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 15th Judicial Circuit, in and for Palm Beach County, Florida or the United State District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Developer and any management firm do hereby waive the right to trial by jury and consent to a trial by the court without a jury.

F. Appointment of Agent - Should suit be instituted, the Unit Owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Palm Beach County, Florida. The provisions of this subparagraph F shall not be applicable to the Developer or any management firm.

31. Ownership in Villa Sonrisa at Boca Pointe Homeowners' Association and Boca Pointe Community Association

A. Ownership in the Villa Sonrisa Community - By taking title to a Unit, each Owner becomes subject to the terms and conditions of the Declaration of Covenants and Restrictions for Villa Sonrisa at Boca Pointe (the "Community Declaration"), recorded in Official Record Book 4518 at Page 1726 of the Public Records of Palm Beach County, Florida. Among other things, that document provides that an Owner shall become a member of the Villa Sonrisa at Boca Pointe Homeowners' Association, Inc. (the "Homeowners' Association"); shall acquire certain property rights to the Community Areas; and shall become subject to the assessments of the Homeowners' Association. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Condominium Association, and any easements or conveyances affecting the Common Elements, shall be promptly forwarded to the Homeowners' Association, Inc. prior to the recordation.

B. Membership and Voting in the Homeowners' Association - Each Unit Owner also shall be a member of the Homeowners' Association; and is entitled to one vote for each Unit owned.

C. Ownership in Boca Pointe - By taking title to a Condominium Unit, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Boca Pointe (the "Master Declaration") filed in Official Records Book 3552, Page 1488 and amended in Official Records Book 3921, Page 657, as amended, of the Public Records of Palm Beach County, Florida. Among other things that document provides that an Owner shall become a member of the Boca Pointe Community Association, Inc. (the "Master Association"); shall acquire certain property rights to Common Property within Boca Pointe; and shall become subject to the assessments of the Master Association. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Condominium Association and any easements or conveyances affecting the Common Elements shall be promptly forwarded to the Master Association prior to recordation.

D. Membership and Voting in the Master Association - Although each Unit Owner shall also be a member of the Master Association, voting rights allocated to any Owner shall be exercised by the Voting Members as provided in the By-Laws of the Master Association.

### 32. Additional Provisions

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. The Board of Directors of the Association must obtain the approval of seventy five percent (75%) of the Unit Owners prior to instigating any legal action other than actions dealing with the collection of assessments, the protestation of taxes or to enforce the terms of the Declaration, Articles, By-Laws or rules and regulations, against a Unit Owner. Notwithstanding the amendment provisions of Paragraph 8 of the Declaration, this Paragraph can not be amended without the approval of seventy-five percent (75%) of the Unit Owners.

C. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

D. Notwithstanding anything to the contrary herein contained, unless Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the prorata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide any Unit or the Common Elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium.

E. Upon written request to the Association, an Institutional Mortgagee is entitled to timely written notice of:

(1) Any condemnation or casualty loss that affects a material portion of the Condominium Property or of the Unit encumbered by its mortgage.

(2) Any 60-day delinquency in the payment of assessments or charges owned by the Unit Owner of any Unit on which it holds a Mortgage;

(3) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) Any proposed action that requires the consent of a specified percentage of Institutional Mortgagees.

F. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses, Common Surplus and voting rights.

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

H. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

I. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association.

J. As long as the Developer holds at lease one (1) Unit for sale in the ordinary course of business, neither the Association nor the Unit Owners shall interfere with the sale of Units by the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and display of signs, billboards, placards and visual promotional materials. The Developer may use unsold Units as sales office and/or model Units and the Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as the Developer may determine. Any sales offices and/or model Units and all personal property, furnishings and signs contained therein shall not be considered Common Elements, but shall remain the property of the Developer.

K. In the event of a conflict between the provisions of this Declaration and the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club, the latter shall be superior and shall prevail.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name this 15th day of OCTOBER, 1996.

Signed, sealed and delivered in the presence of:

DEVELOPER:

WATERMARK/KLEWOW GROUP II LTD, a Florida limited partnership

By: WILKURT, INC., a Florida corporation as General Partner

By: [Signature] WILLIAM RUDNICK, President

(Corporate Seal)

[Signature]  
ANTHONY ANSOTTI JR.  
[Signature]  
WILLIAM J. GOURNIN

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 15th day of October, 1996, by WILLIAM RUDNICK as President of WILKURF, INC., a Florida corporation as General Partner of WATERMARK/KLEWOW GROUP II LTD, a Florida limited partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
PRINT/STAMP/TYPE NAME:  
COMMISSION EXPIRES:  
COMMISSION NUMBER:

a:\Decl\Rev. 5/96

OFFICIAL NOTARY SEAL  
ANTHONY ANGIOTI JR  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC22623  
MY COMMISSION EXPIRES 10/1/99



EXHIBIT "A" TO THE  
DECLARATION OF CONDOMINIUM OF  
VILLA SONRISA FIVE CONDOMINIUM

---

LEGAL DESCRIPTION

NOT A CERTIFIED COPY

**CAULFIELD & WHEELER, INC.**  
 Consulting Engineers • Planners • Surveyors

DESCRIPTION:

A portion of Tract "A", "BOCA POINTE NO. 3", according to the plat thereof, as recorded in Plat Book 46, Pages 123-125 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the S.E. corner of said Tract "A"; thence Northerly along the East boundary line of said Tract "A" and the West right-of-way line of "Via De Sonrisa Del Norte", as shown on said Plat, along the arc of a curve to the right, having a radius of 540.00 feet, a chord which bears N 37° 10' 04" W, a central angle of 25° 20' 07", an arc distance of 238.78 feet; thence N 65° 31' 57" W, a distance of 32.82 feet; thence S 76° 30' 47" W, a distance of 104.75 feet to a point of curvature; thence along the arc of a curve to the left, having a radius of 500.00 feet, a central angle of 17° 43' 47", an arc distance of 154.72 feet; thence S 31° 12' 59" E, a distance of 49.80 feet; thence S 53° 32' 43" W, a distance of 40.00 feet; thence S 39° 33' 18" E, a distance of 310.64 feet to a point of intersection with the South line of aforesaid Tract "A"; thence N 50° 26' 42" E, along said South line, a distance of 292.98 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.

7301-A West Palmetto Park Road • Suite 100A  
 Boca Raton, Florida 33433  
 407 • 392-1991  
 Fax: 407 • 750-1452

EXHIBIT "B" TO THE  
DECLARATION OF CONDOMINIUM OF  
VILLA SONRISA FIVE CONDOMINIUM

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SURVEY, PLOT PLAT  
AND GRAPHIC DESCRIPTION

NOT A CERTIFIED COPY



ORB 9497 Pg 245

**CAULFIELD & WHEELER, INC.**  
Consulting Engineers • Planners • Surveyors

**EXHIBIT "B"**  
**TO THE AMENDMENT**  
**TO THE DECLARATION OF CONDOMINIUM OF**  
**VILLA SONRISA CONDOMINIUM FIVE**  
**BUILDING TWELVE**  
**SURVEYOR'S CERTIFICATE**

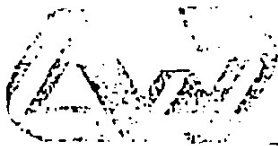
I, DAVID P. LINDLEY, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING VILLA SONRISA CONDOMINIUM FIVE, BUILDING TWELVE ARE SUBSTANTIALLY COMPLETE SO THAT THIS EXHIBIT "B", CONTAINING THE SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

\_\_\_\_\_  
DAVID P. LINDLEY, P.L.S.  
REG. LAND SURVEYOR #5005  
STATE OF FLORIDA

wplcondodoc\sonrisa

7301-A West Palmetto Park Road • Suite 100A  
Boca Raton, Florida 33433  
407 • 392-1991  
Fax: 407 • 750-1452

RECORDED IN THE Public Registry of document  
unacceptable when received.



**CAULFIELD & WHEELER, INC.**  
Consulting Engineers • Planners • Surveyors

EXHIBIT "B"  
TO THE AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OF  
VILLA SONRISA CONDOMINIUM FIVE  
BUILDING THIRTEEN  
SURVEYOR'S CERTIFICATE

I, DAVID P. LINDLEY, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING VILLA SONRISA CONDOMINIUM FIVE, BUILDING THIRTEEN ARE SUBSTANTIALLY COMPLETE SO THAT THIS EXHIBIT "B", CONTAINING THE SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

\_\_\_\_\_  
DAVID P. LINDLEY, P.L.S.  
REG. LAND SURVEYOR #5005  
STATE OF FLORIDA

wpl\condodoc\sonrisa

7301-A West Palmetto Park Road • Suite 100A  
Boca Raton, Florida 33433  
407 • 392-1991  
Fax: 407 • 750-1452

RECORDER'S MEMO: Legality of document  
unsatisfactory when received.



**CAULFIELD & WHEELER, INC.**  
Consulting Engineers • Planners • Surveyors

EXHIBIT "B"  
TO THE AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OF  
VILLA SONRISA CONDOMINIUM FIVE  
BUILDING FOURTEEN  
SURVEYOR'S CERTIFICATE

I, DAVID P. LINDLEY, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING VILLA SONRISA CONDOMINIUM FIVE, BUILDING FOURTEEN ARE SUBSTANTIALLY COMPLETE SO THAT THIS EXHIBIT "B", CONTAINING THE SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, TOGETHER WITH THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, PRESENT AN ACCURATE REPRESENTATION OF THE LOCATION DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

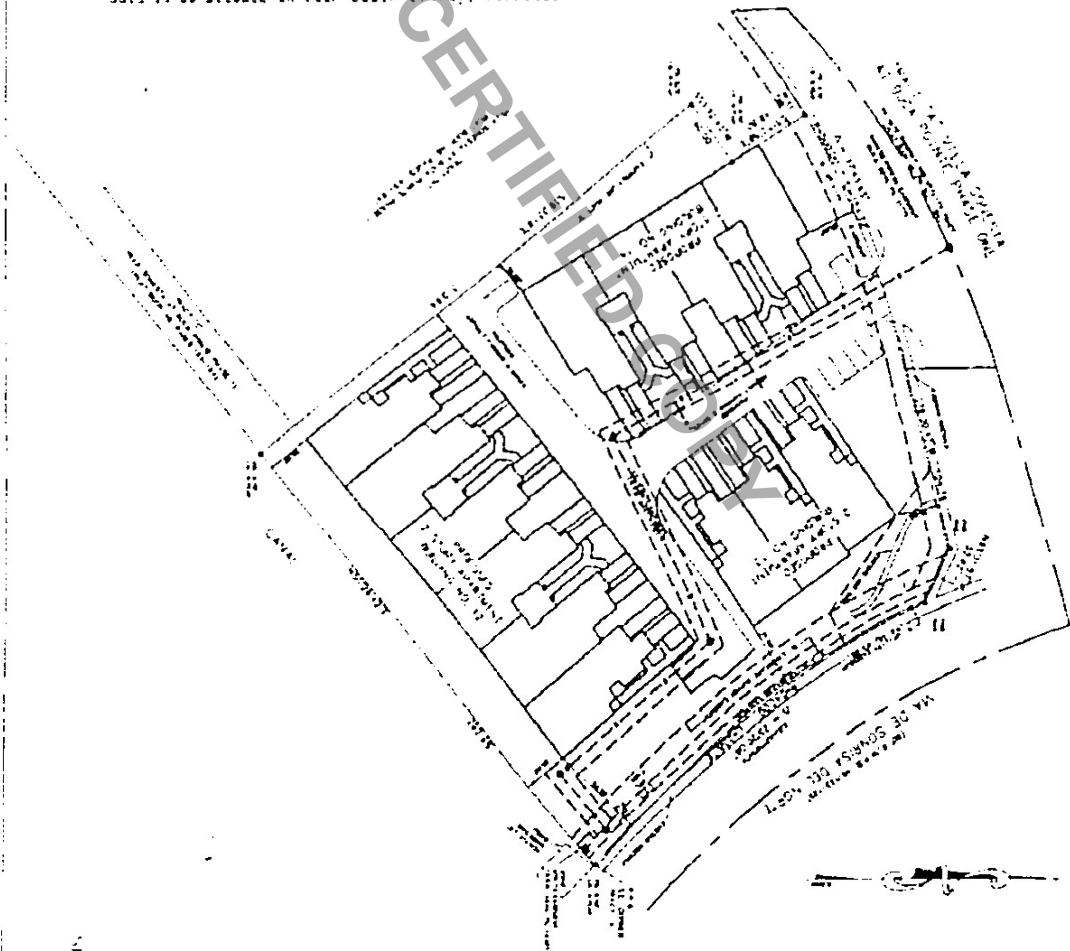
\_\_\_\_\_  
DAVID P. LINDLEY, P.L.S.  
REG. LAND SURVEYOR #5005  
STATE OF FLORIDA

wplcondodoc\sonrisa

**DESCRIPTION**  
 A portion of Tract "A", BOCA PONTE NO. 3, according to the Plat thereof as recorded in Plat Boca 46, Pages 123-125 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

**BEGINNING** at the S.E. corner of said Tract "A", thence Northerly along the East boundary line of said Tract "A" and the West right-of-way line of "Via de Sonrisa del Norte", as shown on said Plat, along the arc of a curve to the right, having a radius of 140.79 feet, a chord which bears N. 18° 10' 04" W., a central angle of 28° 20' 07", an arc distance of 217.14 feet; thence N. 45° 11' 51" W., a distance of 17.97 feet; thence S. 76° 30' 47" W., a distance of 104.75 feet to a point of curvature, thence along the arc of a curve to the left, having a radius of 500.00 feet, a central angle of 17° 43' 47", an arc distance of 154.72 feet; thence S. 31° 12' 59" E., a distance of 49.80 feet; thence S. 53° 32' 43" W., a distance of 40.30 feet; thence S. 17° 33' 18" E., a distance of 113.54 feet to a point of intersection with the South line of aforesaid Tract "A"; thence N. 50° 26' 42" E., along said South line, a distance of 192.16 feet to the POINT OF BEGINNING.

Said lands situate in Palm Beach County, Florida.



SURVEY, PLAT PLAN & GRAPHIC DESCRIPTION  
**VILLA SONRISA CONDOMINIUM FIVE**

EXHIBIT A  
 SHEET OF

**CALLFIELD & WHEELER, INC.**  
 Surveyors - Palm Beach - Florida  
 1000 N. Palm Beach Blvd., Suite 100  
 Palm Beach, Florida 33480

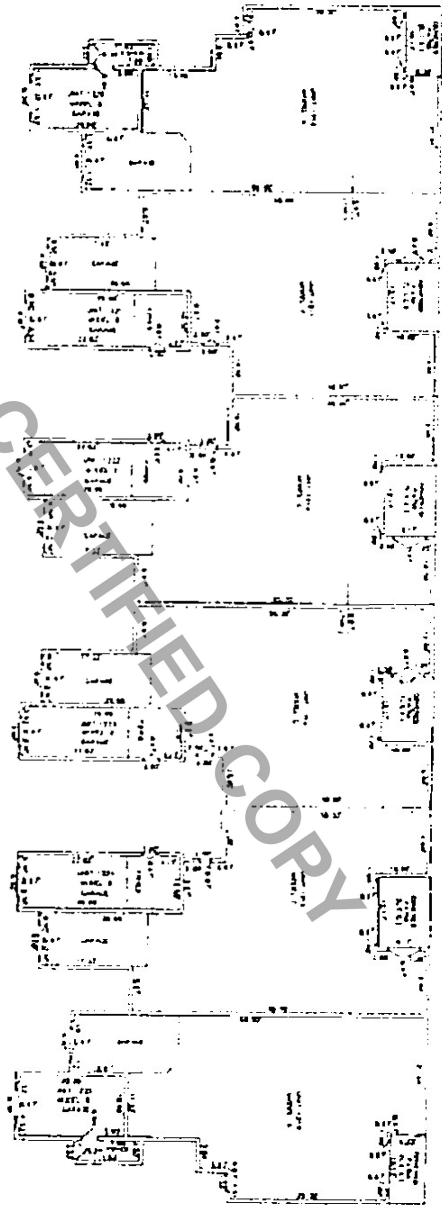
EA-517-A  
 TO THE REGULATION OF CONDOMINIUMS OF  
 VILLA SONRISA CONDOMINIUM FIVE  
 SURVEY AND PLAN FOR THE GRAPHIC  
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DATE	12/13/84	BY	DL
SCALE	1" = 100'	DATE	12/25/84
REVISION		BY	

NO.	177
DATE	12/25/84
BY	DL
REVISION	

VILLA SONRISA CONDOMINIUM FIVE  
BUILDING 12

FIRST FLOOR PLAN



**CAULFIELD & WHEELER, DPL**  
 Consulting Engineers & Land Planners - Architects  
 2154 West Portland Park Road - Suite 200  
 Beaverton, Oregon 97005-1473 - 503-761-1971

EXHIBIT 'B', PART OF  
 SUBMITTED TO AND MADE PART OF THE  
 RECORDS OF THE COUNTY CLERK OF  
 CLATSOP COUNTY, OREGON  
 VILLA SONRISA CONDOMINIUM FIVE

DATE	12/23/94	BY	...
SCALE	AS SHOWN	PROJECT NO.	...
DESIGNER	...	CHECKED BY	...

NO.	DATE	REVISIONS

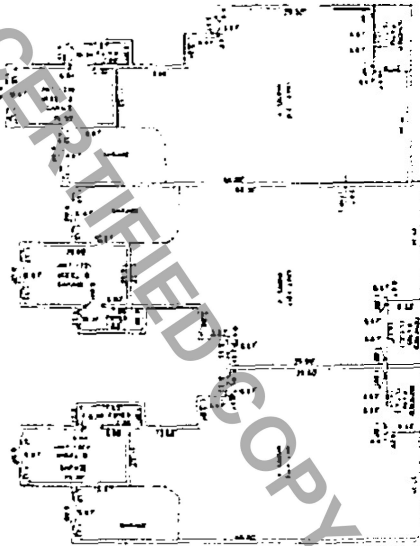
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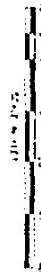


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FIRST FLOOR PLAN



ELLA SCHRISA CONDOMINIUM FIVE  
BUILDING 13



**AT** CALLFIELD & WHEELER, INC.  
 Consulting Engineers, Inc. and Architects, Inc.  
 2014 West Peninsula Park Road - Suite 1000  
 West Palm Beach, Florida 33411-1471 - 561-791-1201

EXHIBIT 'B' PAGE OF  
 PROJECT PLANS AND SPECIFICATIONS FOR  
 RECONSTRUCTION OF THE BUILDING OF  
 ELLA SCHRISA CONDOMINIUM FIVE

12/13/94	177
DATE	SCALE
BY: [Signature]	CHECKED BY: [Signature]
PROJECT FILE	627

REVISION	DATE



NOT A CERTIFIED COPY

FIRST FLOOR PLAN



VILLA SORRISA CONDOMINIUM FIVE  
BUILDING 1



**CAULFIELD & WHISLER, INC.**  
 Consulting Engineers • Land Planners • Surveyors  
 7284 West Parkside Park Road • Suite 1000  
 West Valley, Parkersburg, WV 26101 • 304-781-1191

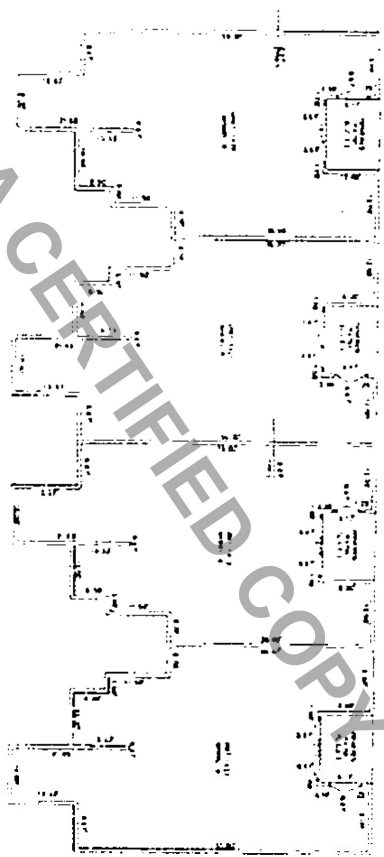
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BY	CH	DL
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FOR EXHIBIT		

REVISION	

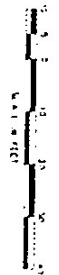
253

NOT A CERTIFIED COPY



1st AND 2ND FLOOR PLAN

VILLA SCHIRGA CONDOMINIUM FIVE  
BUILDING 14



**CAULFIELD & WIGGLES, INC.**  
 Consulting Engineers, Land Planners & Surveyors  
 7245 West Pinnacle Park Road - Suite 1000  
 Deer Park, Texas 75010 - 972-1991

EXHIBIT 'B', PAGE OF  
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 FOR THE REGISTRATION OF CONDOMINIUM 2  
 VILLA SCHIRGA CONDOMINIUM FIVE

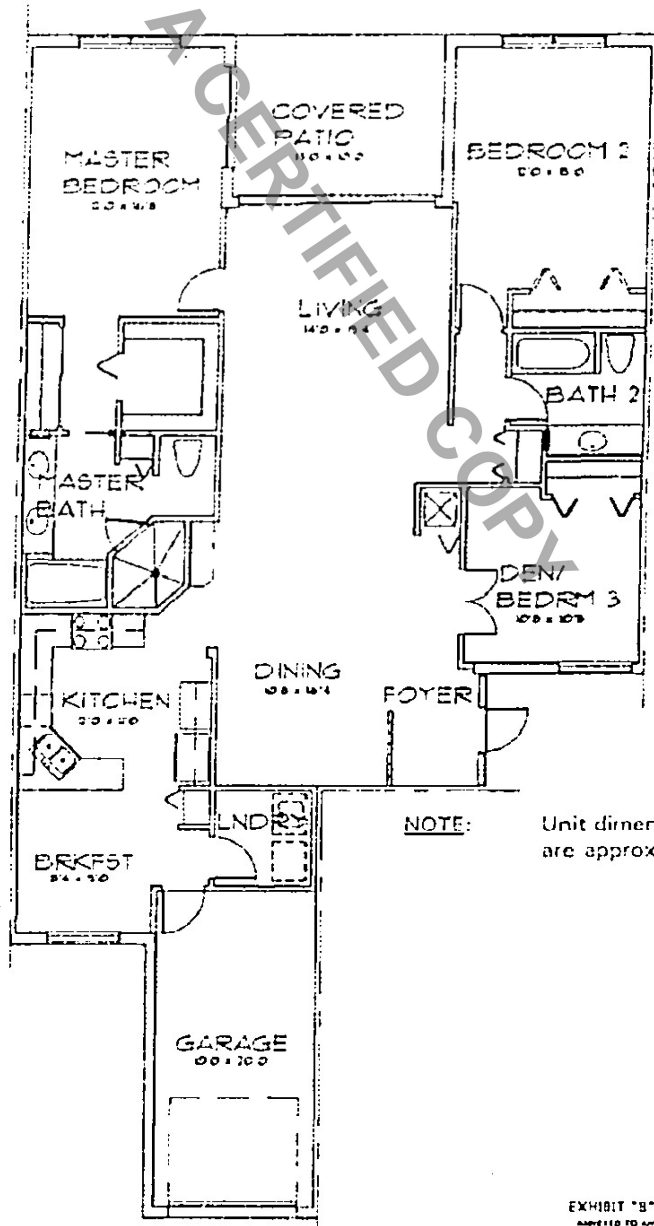
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SCALE	AS SHOWN	PROJECT	VILLA SCHIRGA
BY	WJ	DATE	12/11/01

NO.	1
DATE	12/11/01
BY	WJ
PROJECT	VILLA SCHIRGA

14



### VILLA SONRISA CONDOMINIUM



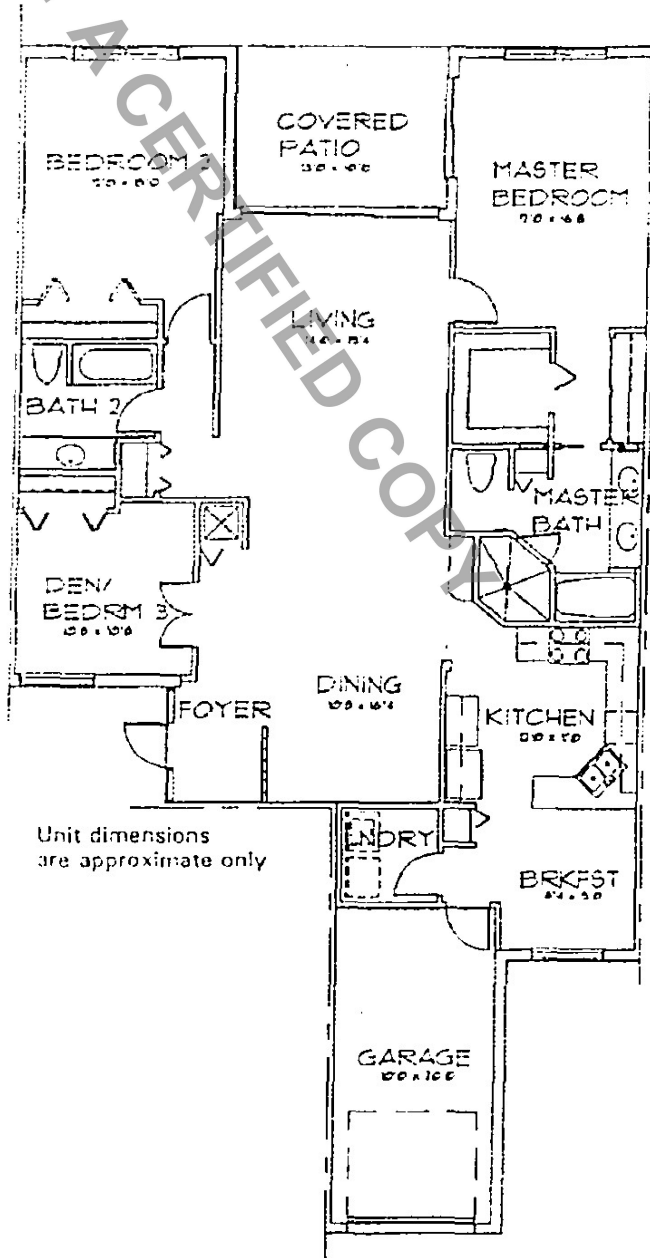
NOTE: Unit dimensions are approximate only

UNIT- 1211

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### VILLA SONRISA CONDOMINIUM



NOTE: Unit dimensions are approximate only

UNIT-1213

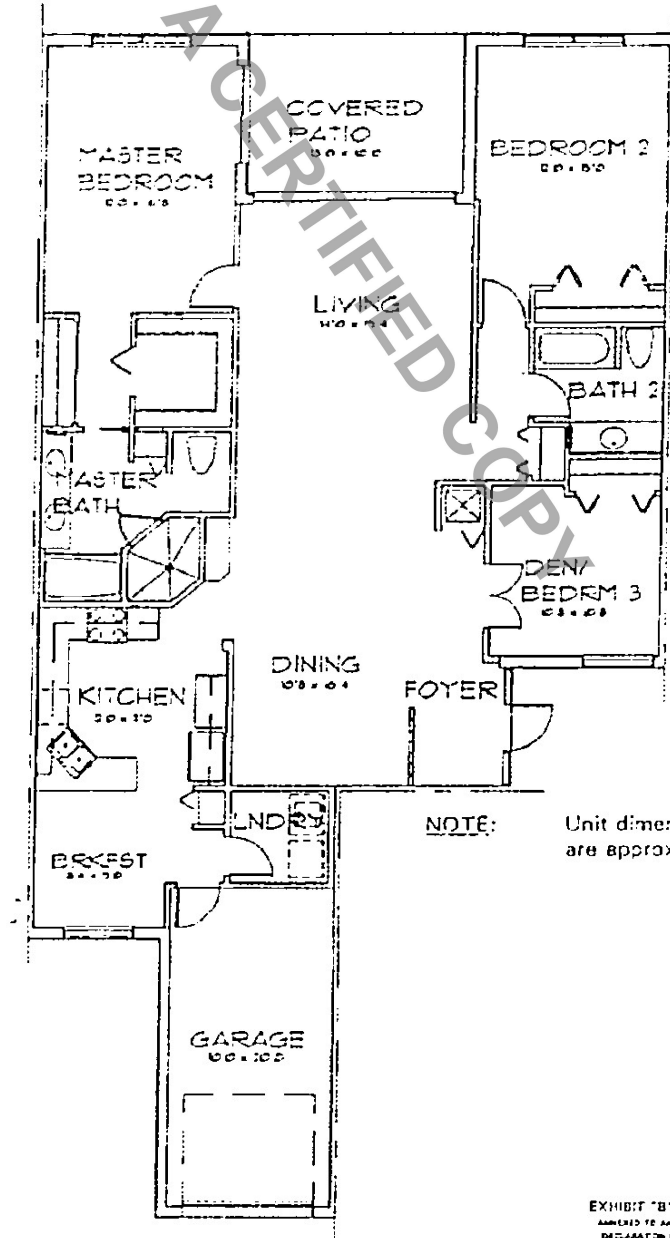
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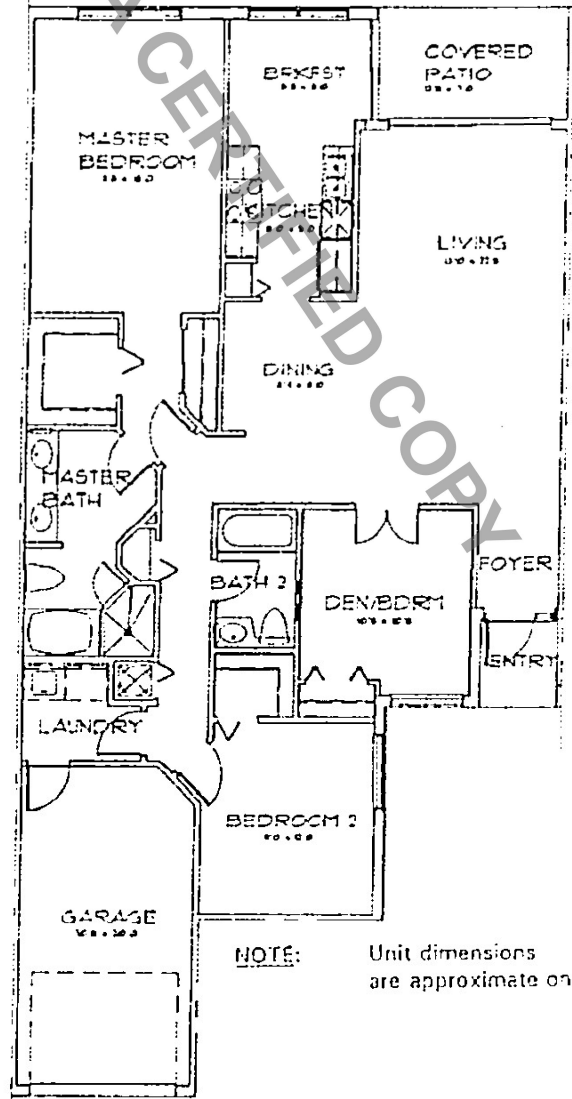
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UNIT-1214

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VILLA SONRISA CONDOMINIUM FIVE



VILLA SONRISA CONDOMINIUM



NOTE: Unit dimensions are approximate only

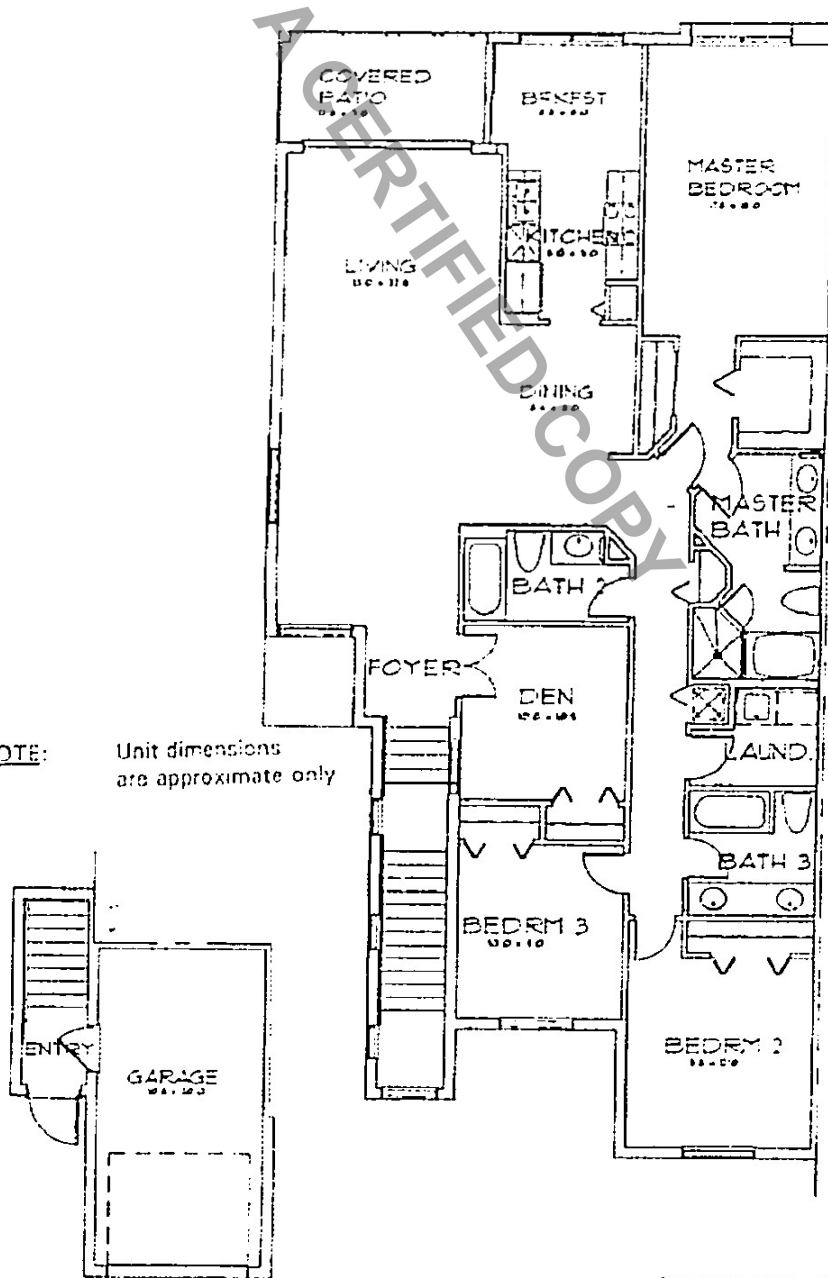
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VILLA SONRISA CONDOMINIUM

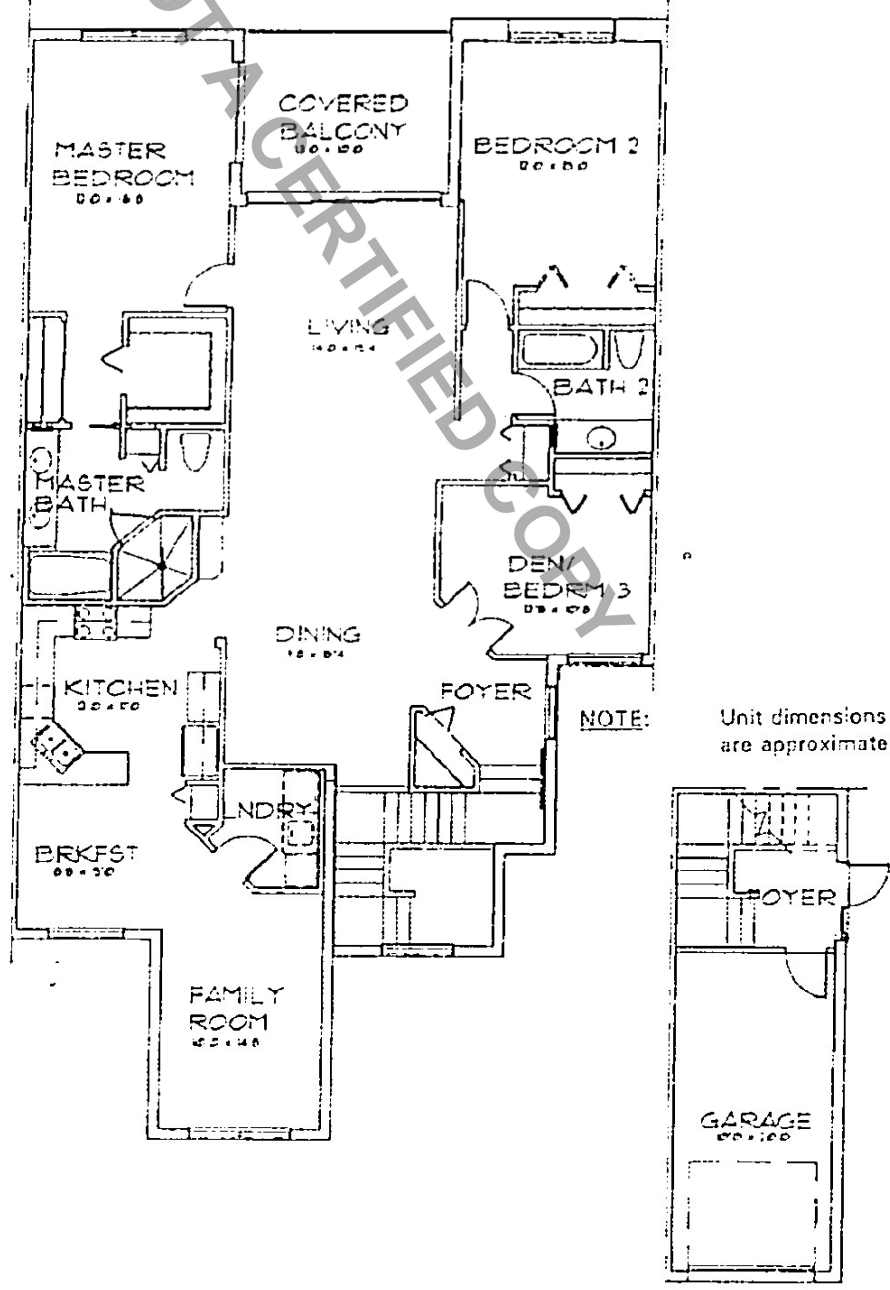
NOTE: Unit dimensions are approximate only



UNIT-1220

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DECLARATION OF CONDOMINIUM OF  
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VILLA SONRISA CONDOMINIUM



UNIT-1221

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VILLA SONRISA CONDOMINIUM FIVE

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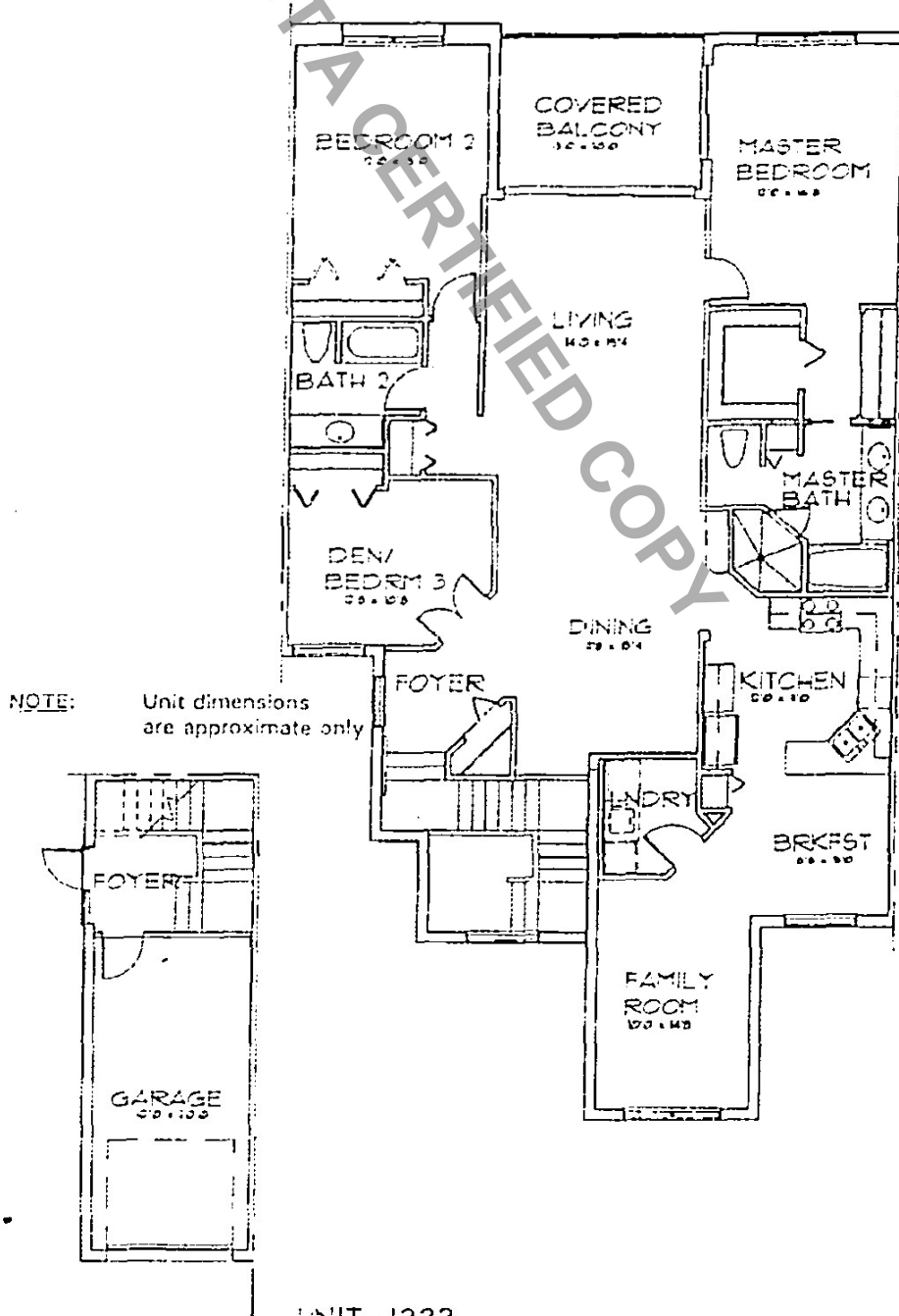
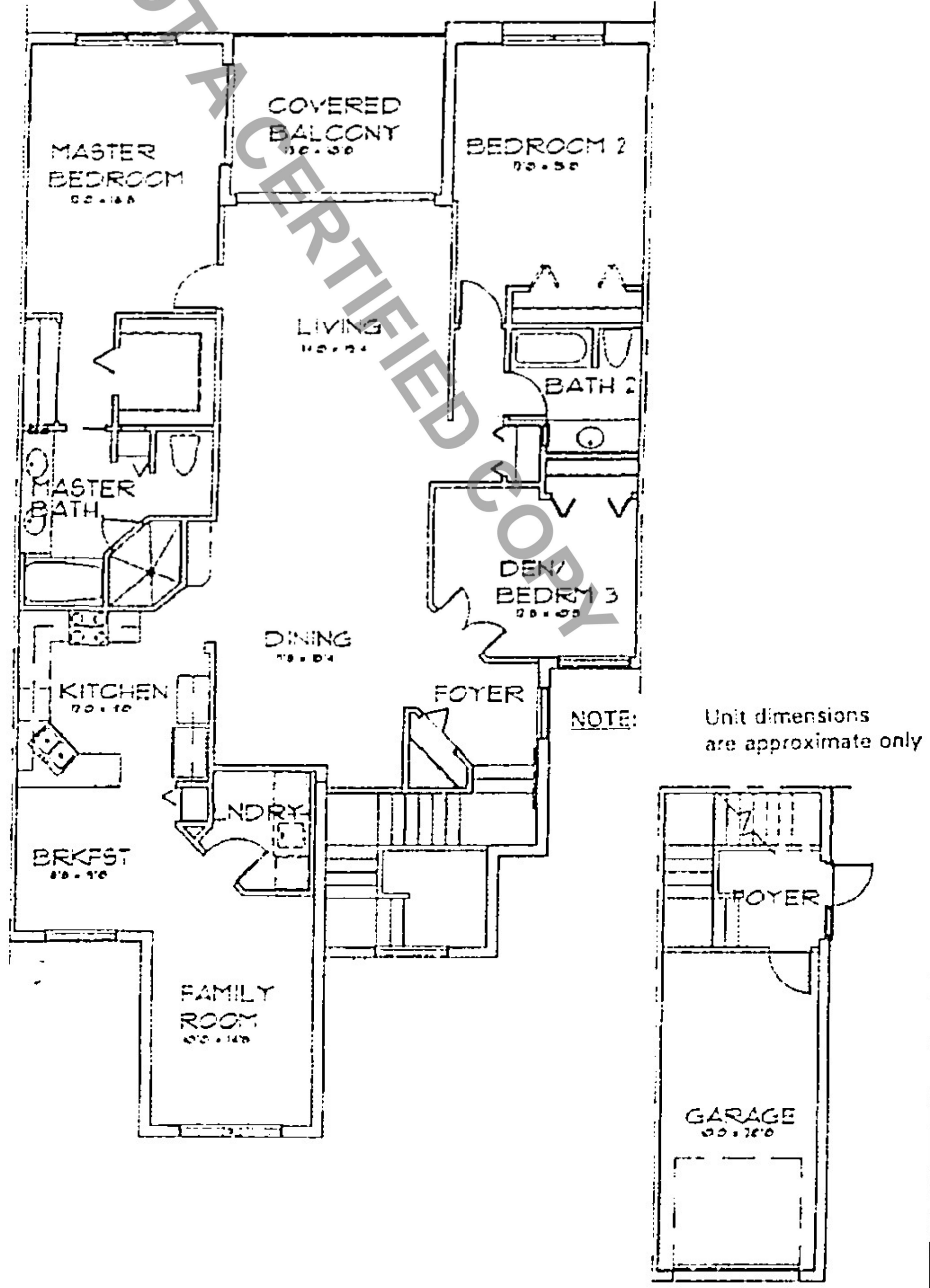


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VILLA SONRISA CONDOMINIUM



UNIT-1223

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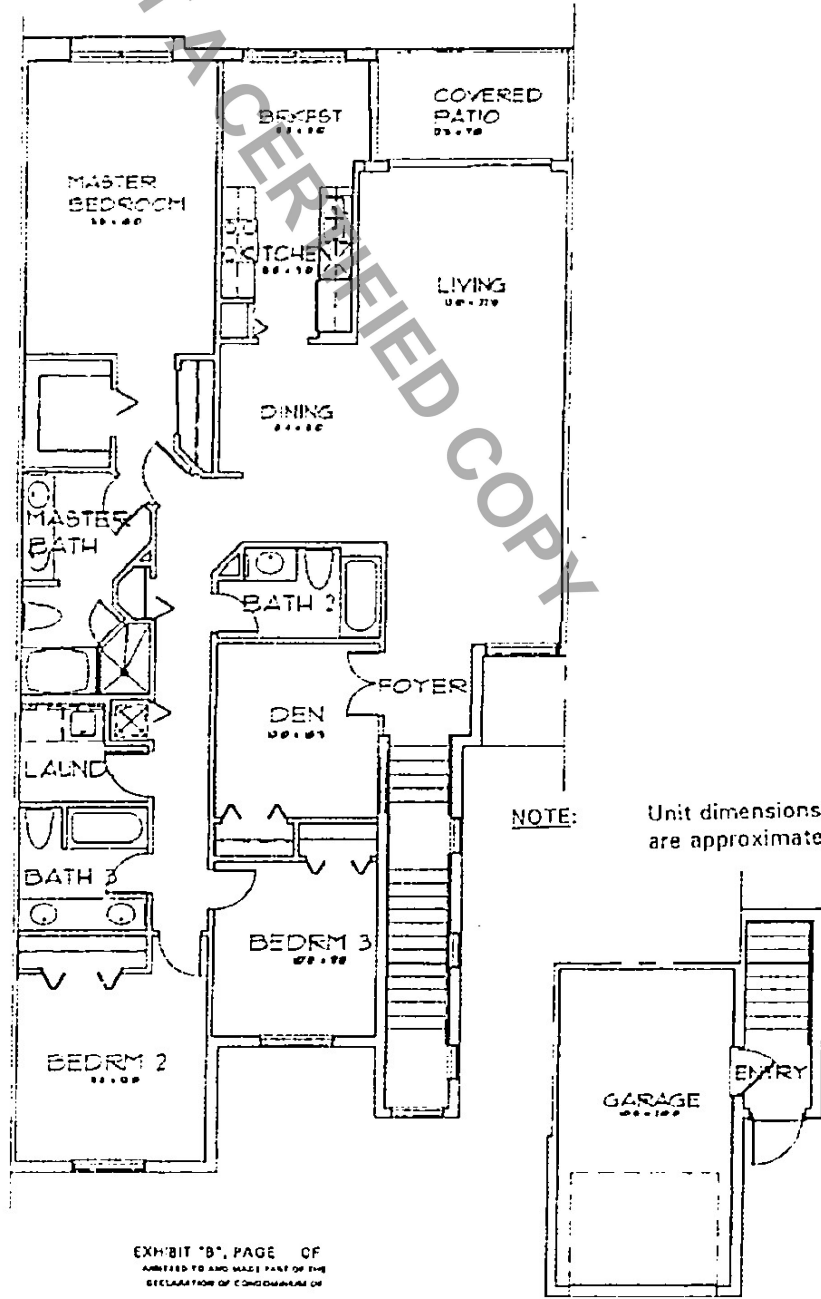
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# VILLA SONRISA CONDOMINIUM



NOTE: Unit dimensions are approximate only

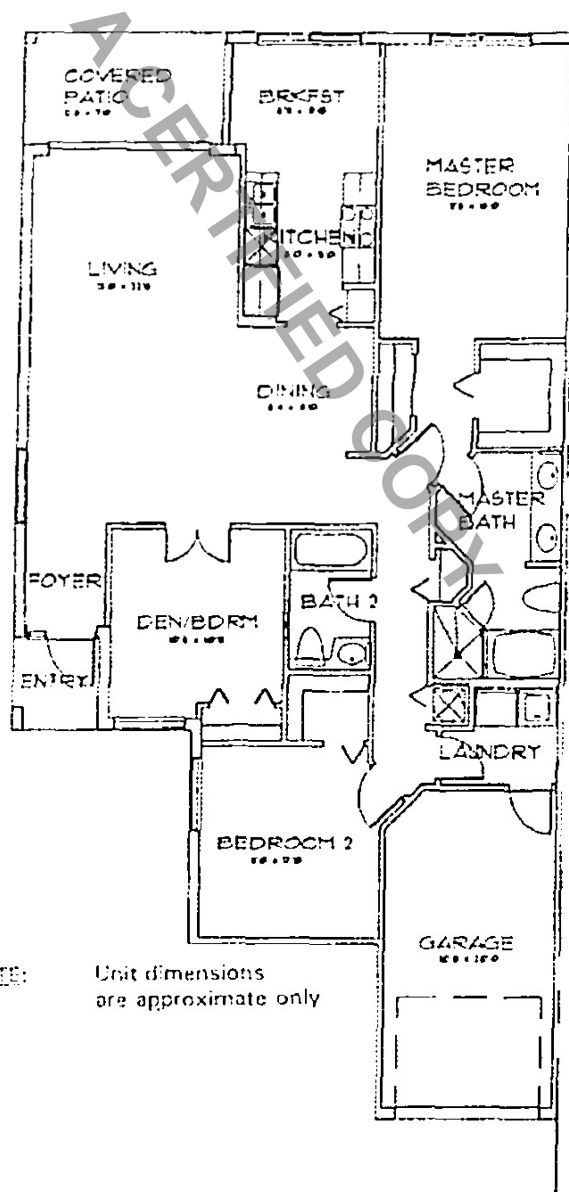
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VILLA SONRISA CONDOMINIUM FIVE

UNIT-1225

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### VILLA SONRISA CONDOMINIUM



NOTE: Unit dimensions are approximate only

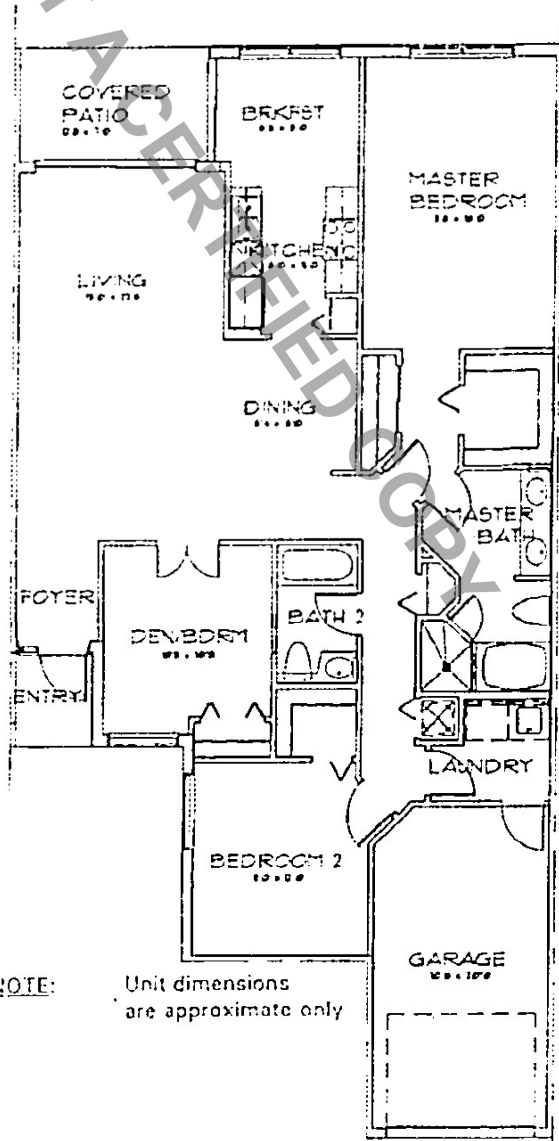
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VILLA SONRISA CONDOMINIUM FIVE

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NOTE: Unit dimensions are approximate only

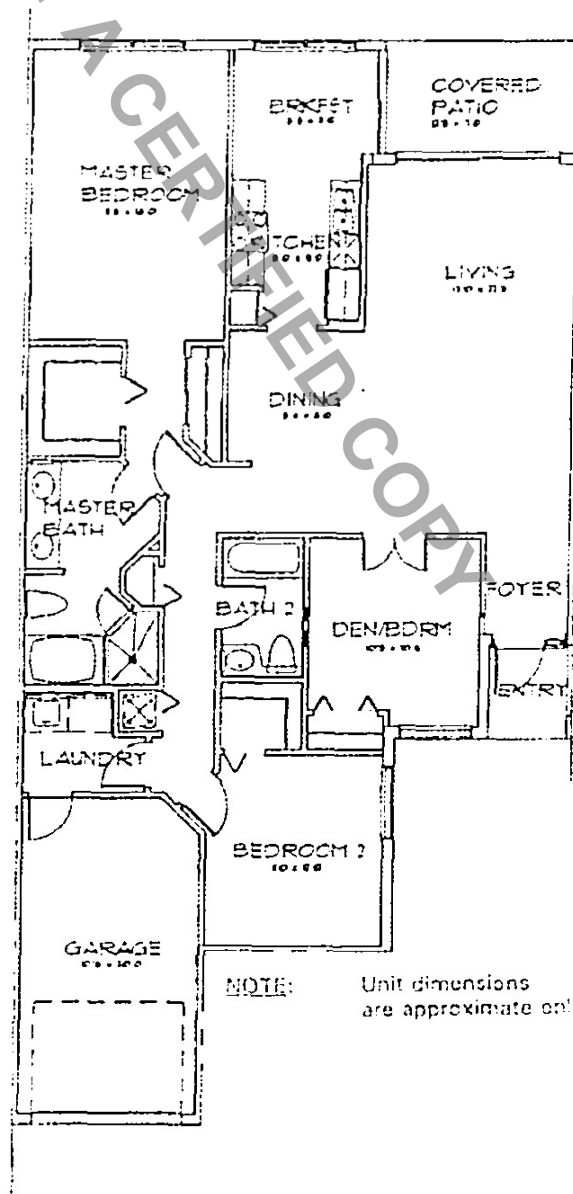
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UNIT- 1311

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NOTE: Unit dimensions are approximate only

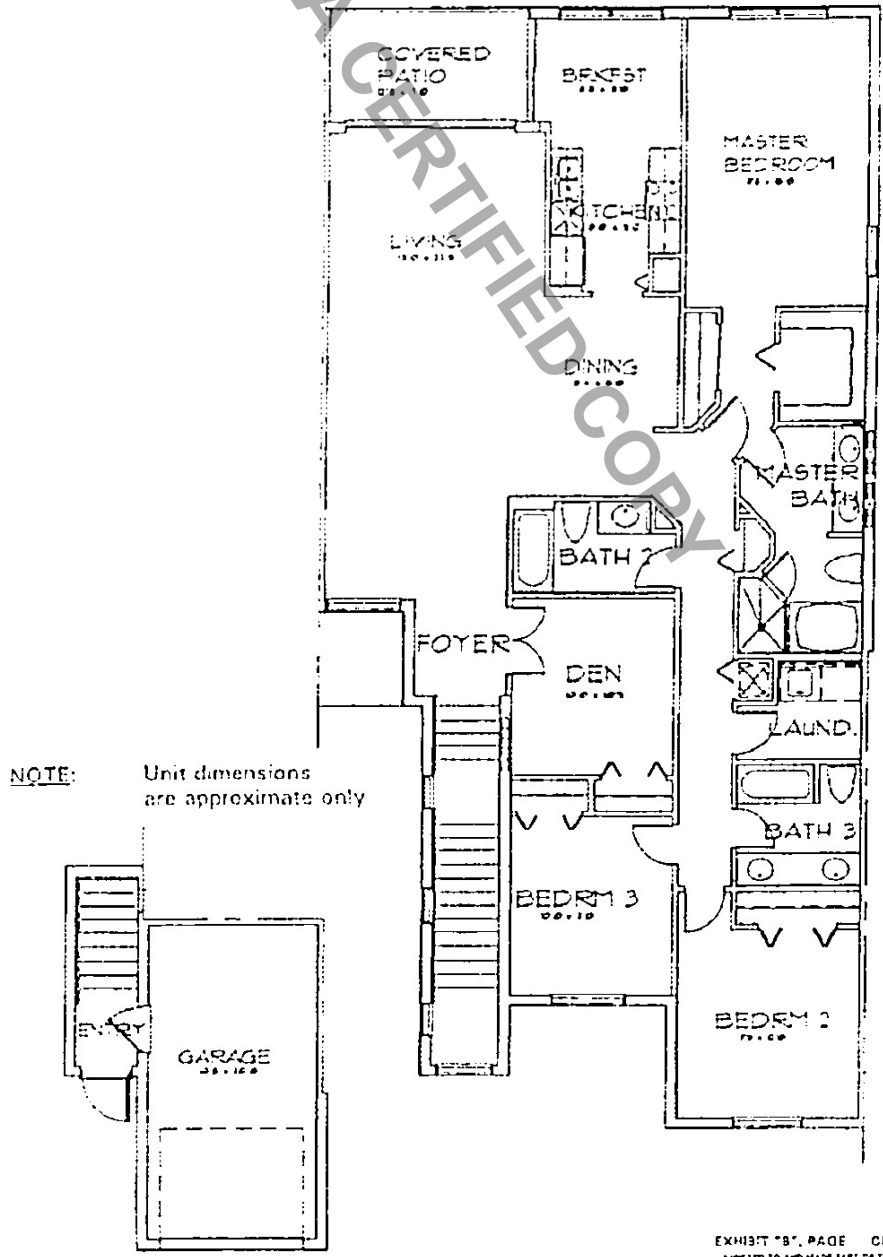
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VILLA SONRISA CONDOMINIUM FIVE

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NOTE: Unit dimensions are approximate only

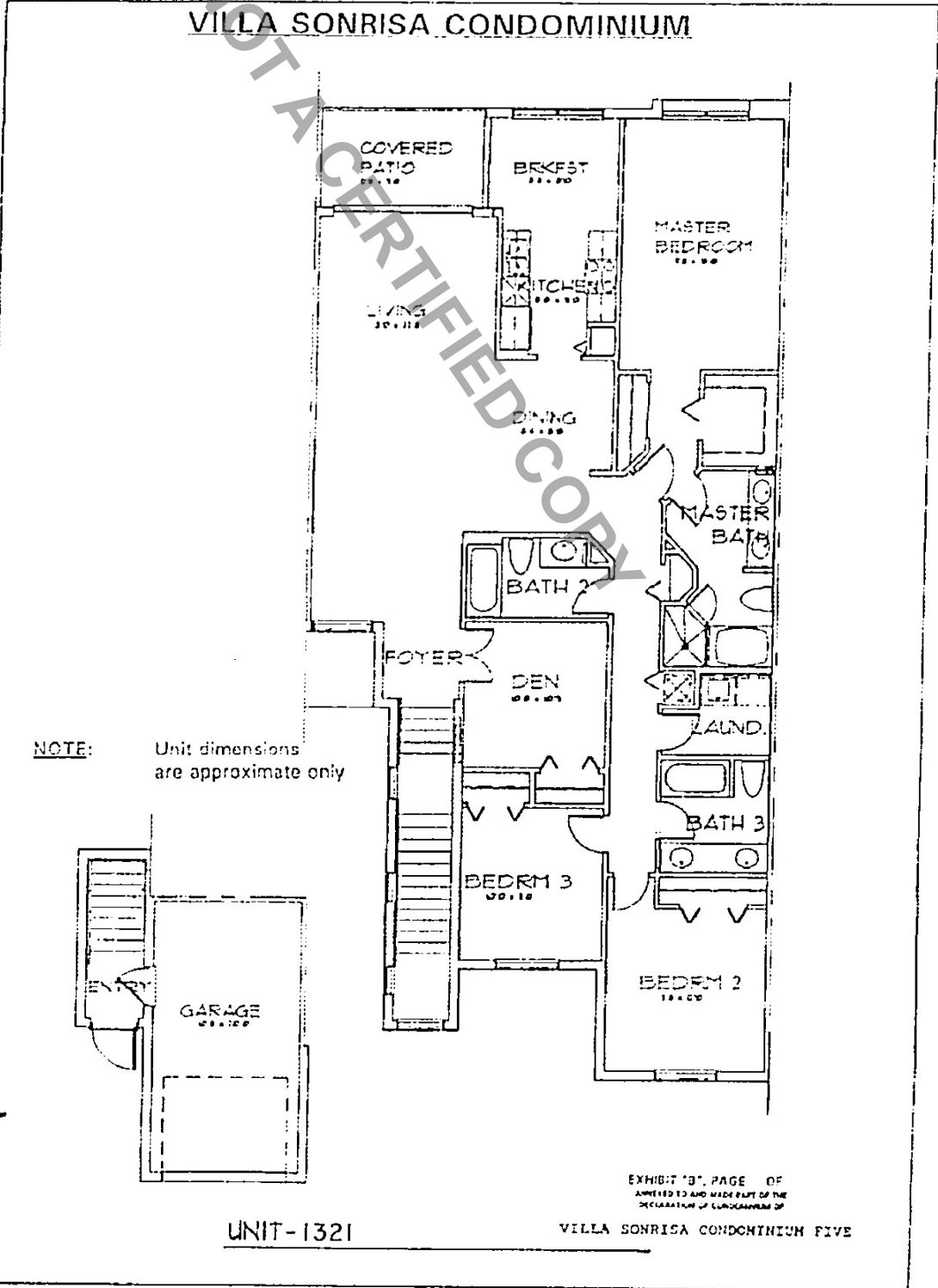
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UNIT-1320

VILLA SONRISA CONDOMINIUM FIVE

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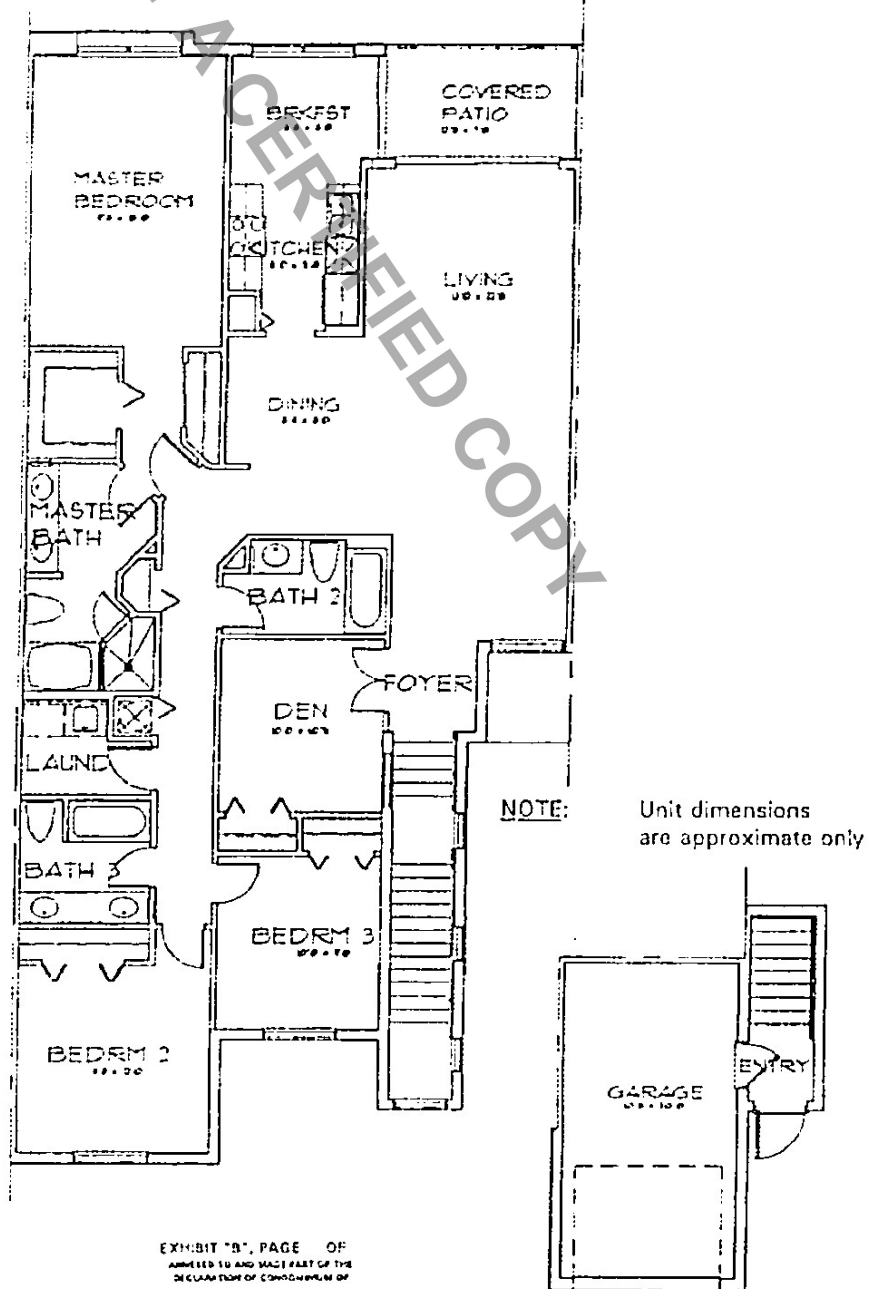
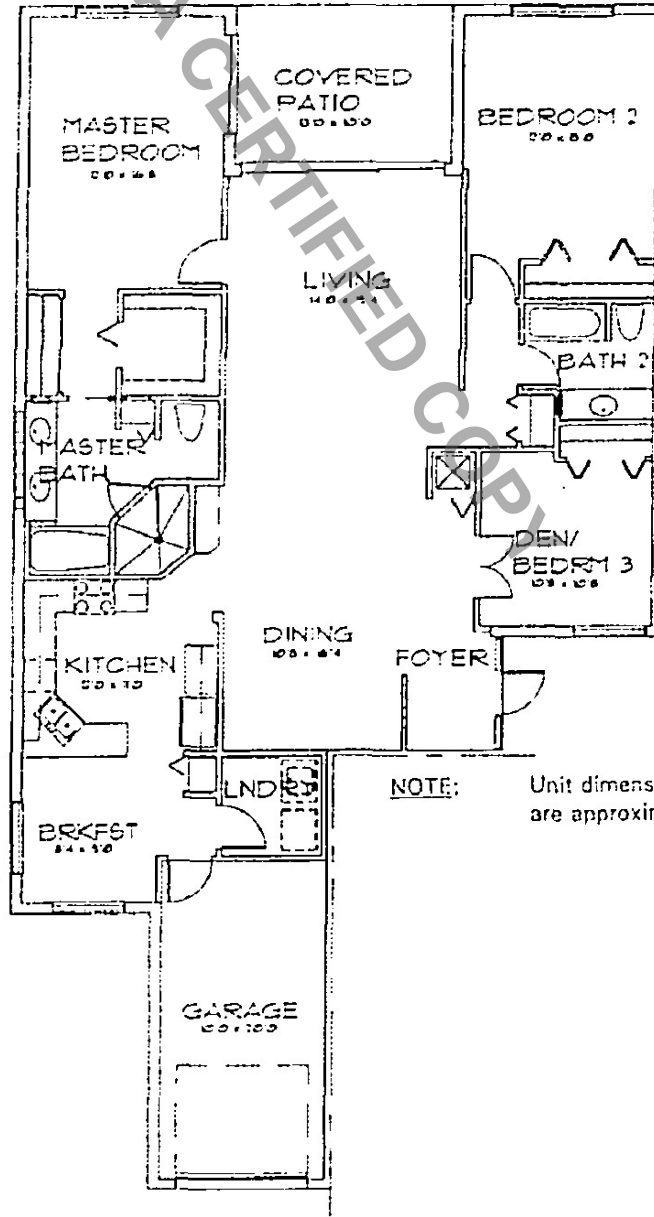


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 UNIT-1322

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### VILLA SONRISA CONDOMINIUM



NOTE: Unit dimensions are approximate only

UNIT-1410

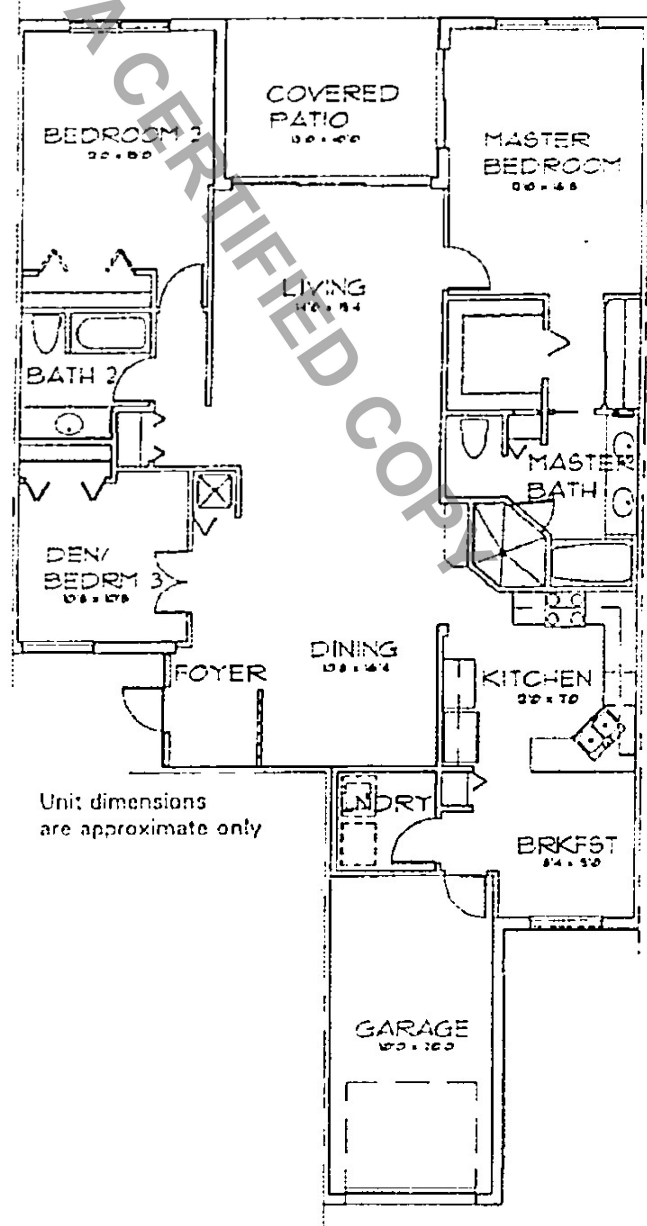
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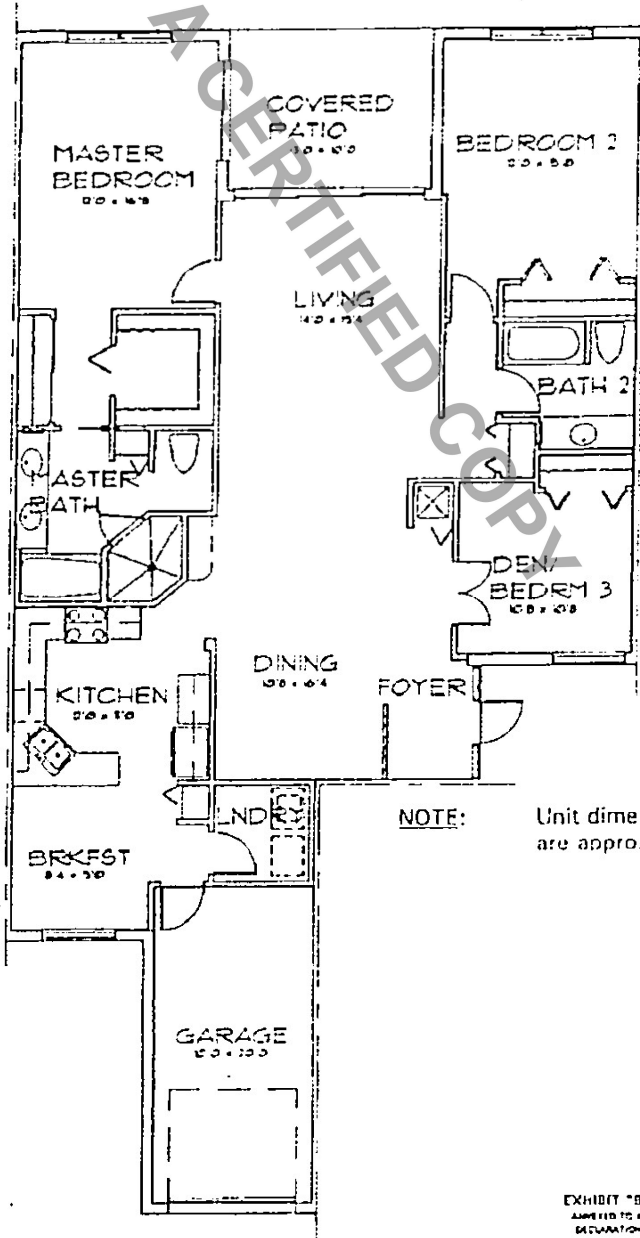
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UNIT-1411

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VILLA SONRISA CONDOMINIUM



NOTE: Unit dimensions are approximate only

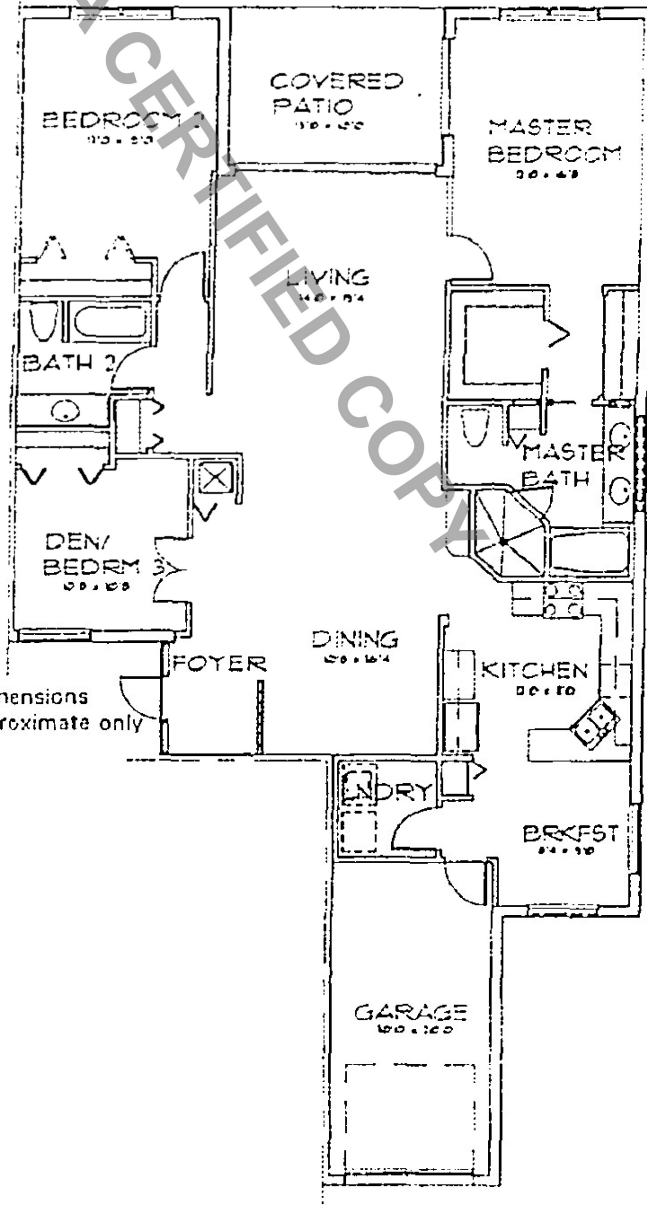
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VILLA SONRISA CONDOMINIUM FIVE

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DECLARATION OF CONDOMINIUM OF

### VILLA SONRISA CONDOMINIUM



NOTE: Unit dimensions are approximate only

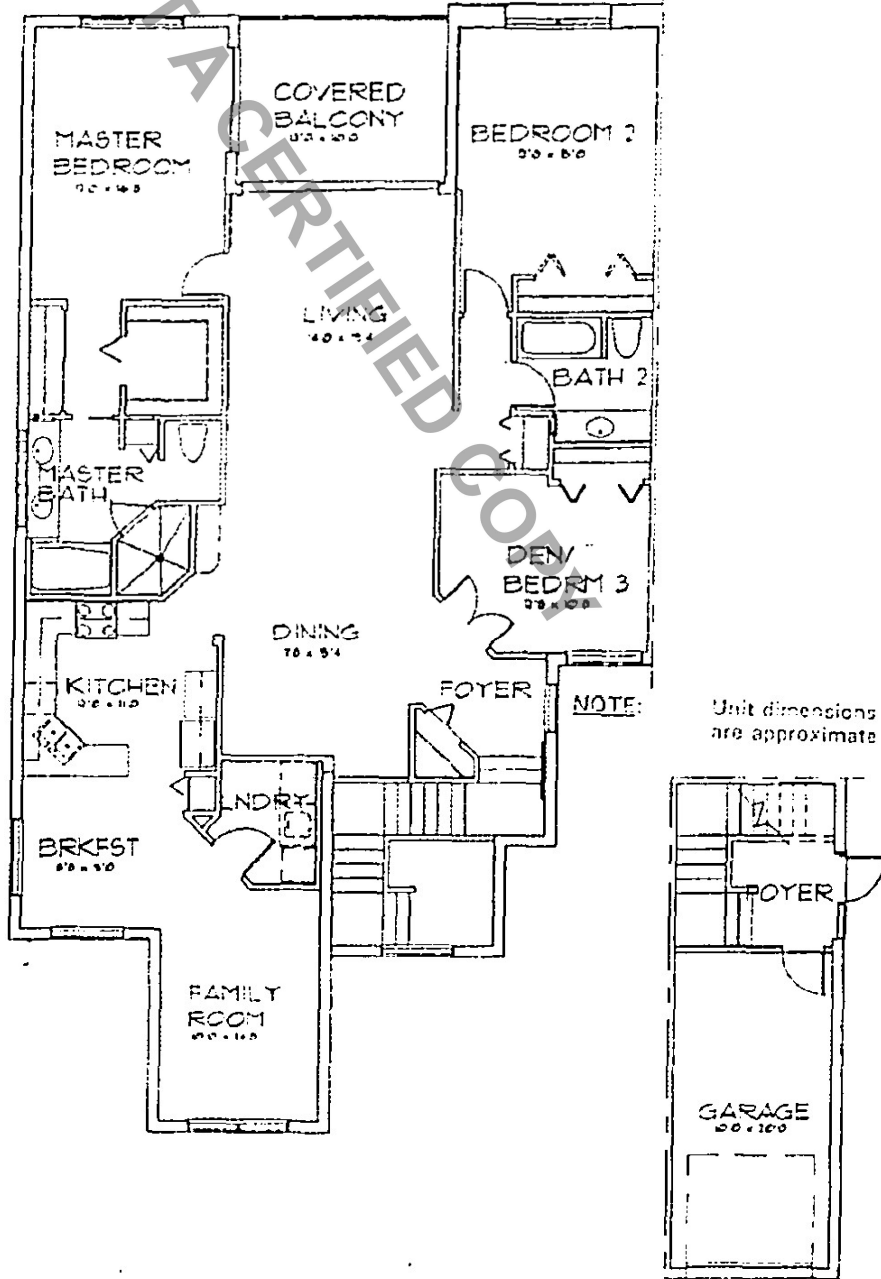
UNIT-1413

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VILLA SONRISA CONDOMINIUM



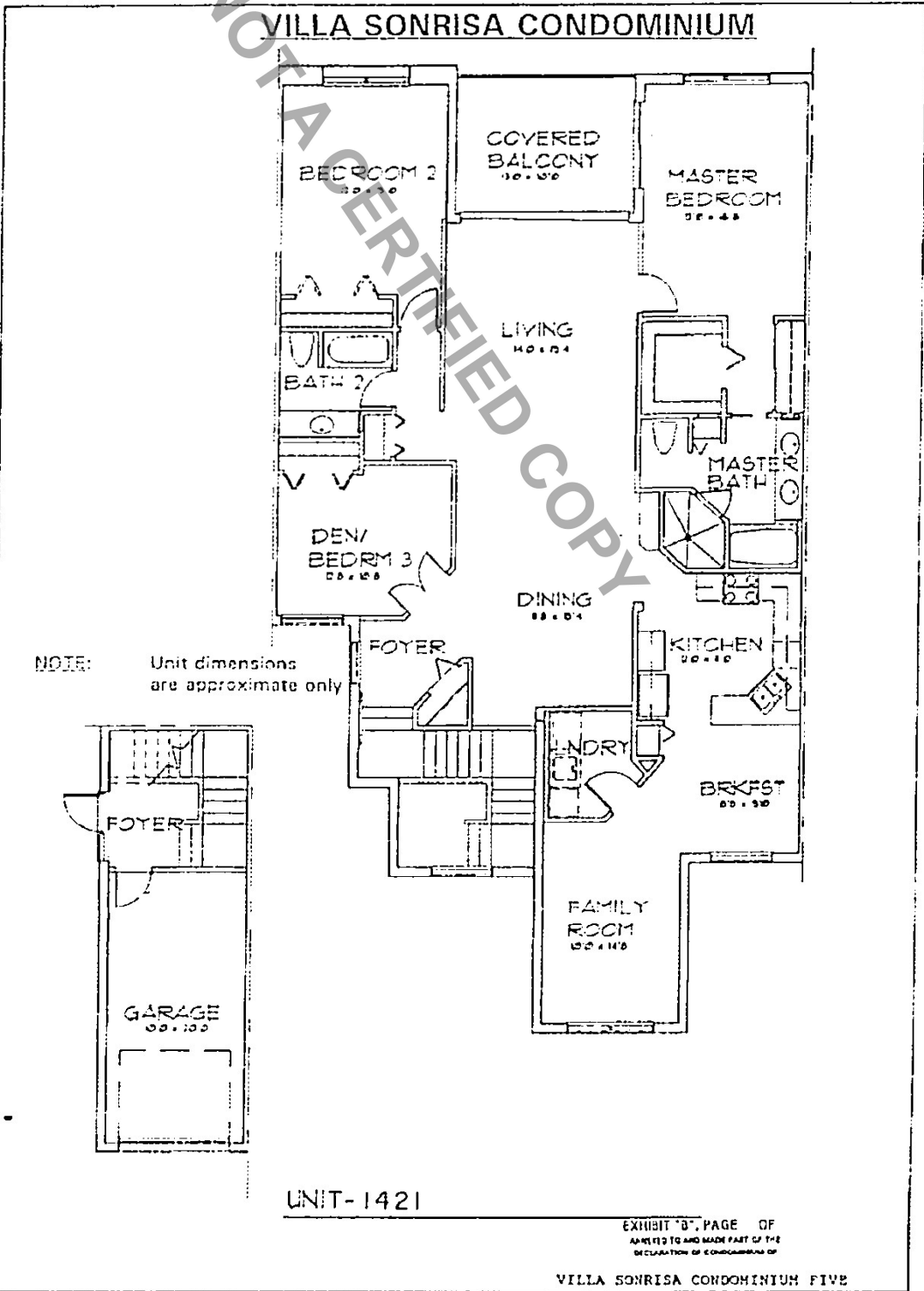
UNIT- 1420

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### VILLA SONRISA CONDOMINIUM



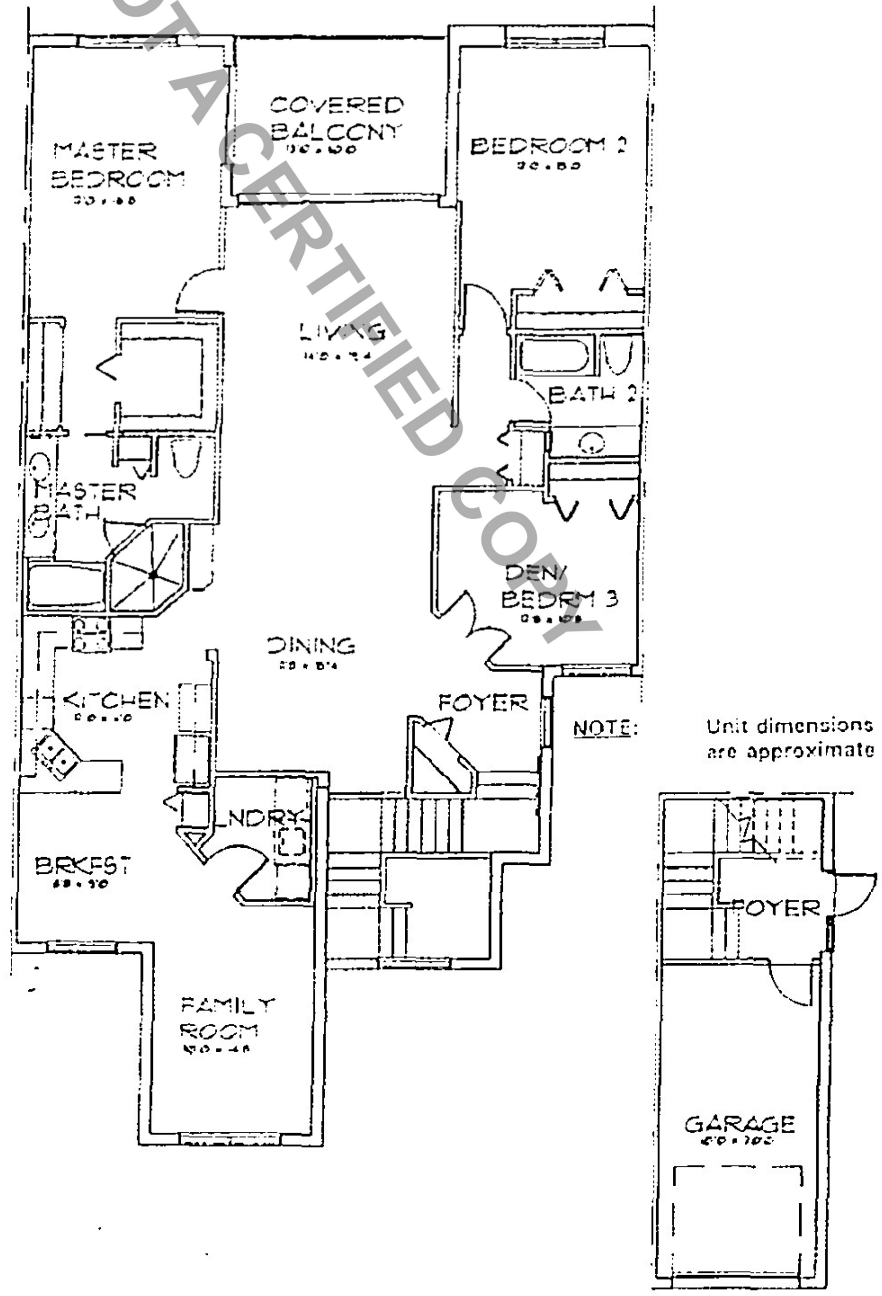
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UNIT-1421

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VILLA SONRISA CONDOMINIUM FIVE

VILLA SONRISA CONDOMINIUM



UNIT-1422

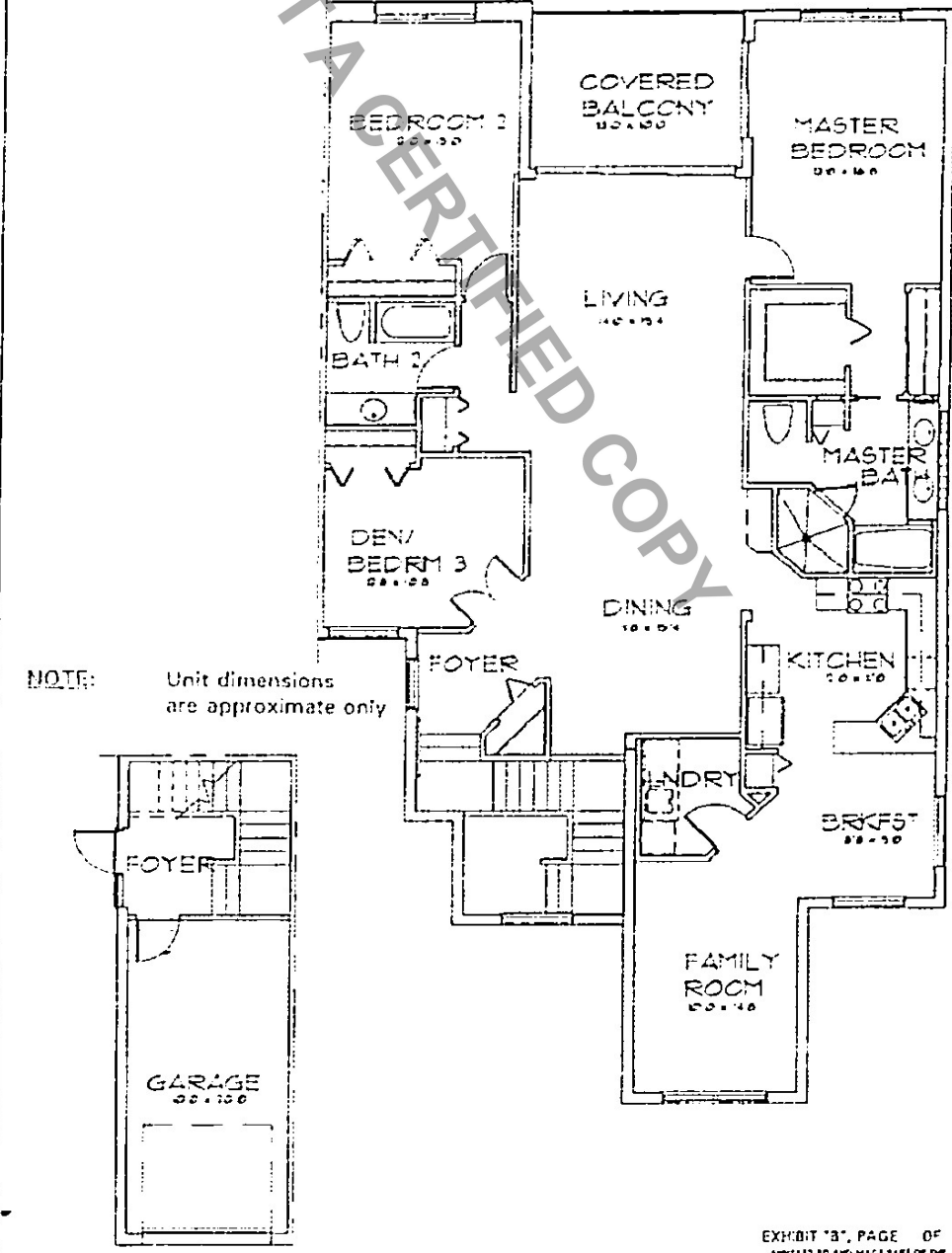
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VILLA SONRISA CONDOMINIUM FIVE

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NOT A CERTIFIED COPY

VILLA SONRISA CONDOMINIUM



NOTE: Unit dimensions are approximate only

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UNIT-1423

VILLA SONRISA CONDOMINIUM FIVE

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EXHIBIT "C" TO  
DECLARATION OF CONDOMINIUM OF  
VILLA SONRISA FIVE CONDOMINIUM

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ARTICLES OF INCORPORATION  
OF  
VILLA SONRISA FIVE CONDOMINIUM ASSOCIATION, INC.



Articles of Incorporation  
of  
Villa Sonrisa Five Condominium Association, Inc.

The undersigned, for the purpose of forming a not for profit corporation under Chapter 617 of the Florida Statutes, hereby adopt the following Articles of Incorporation

ARTICLE I

NAME

The name of this corporation shall be VILLA SONRISA FIVE CONDOMINIUM ASSOCIATION, INC. ("Association").

ARTICLE II

DEFINITIONS

Unless the context shall mean otherwise, the terms used herein and in the By-Laws shall have the same meaning, if any, as that ascribed to them in the Declaration of Condominium of Villa Sonrisa Five, recorded or to be recorded in the Public Records of Palm Beach County, Florida (the "Declaration").

ARTICLE III

PURPOSES AND POWERS

The Association shall have the following powers:

A. To operate VILLA SONRISA FIVE, A CONDOMINIUM (referred to herein as the "Condominium"), and to undertake the performance of, and to carry out the acts and duties incident to, the administration of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Association's By-Laws and the Declaration.

B. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, deed of trust, pledge or other lien.

C. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

D. To establish By-Laws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration, the By-Laws and the Rules and Regulations of the Association.

E. To contract for the management of the Condominium.

F. To acquire, own, operate, mortgage, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

G. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Declaration, the By-Laws and the Condominium Act. The Association shall also have all of the powers of Condominium Associations under and pursuant to Chapter 718, Florida Statutes, the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association.

ARTICLE IV

MEMBERS

A. Each Unit Owner in the Condominium and including the Developer shall automatically be Members of the Association. Membership of the Developer shall terminate upon being divested of all units in the Condominium and upon control of the Association being turned over to the Unit Owners in the Condominium.

B. Membership, as to all members other than the Developer shall commence upon the acquisition of fee simple title to a unit in the Condominium and shall terminate upon the divestment of title to said Unit.

C. On all matters as to which the membership shall be entitled to vote there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws.

D. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

ARTICLE V

EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI

INCORPORATOR

Harold Klemow is the Incorporator to these Articles of Incorporation.

ARTICLE VII

DIRECTORS

A. The Condominium and Association affairs shall be managed by a Board of Directors composed initially of three persons, in accordance with Article III of the Association's By-Laws.

B. The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's By-Laws. Should a vacancy occur on the Board, the remaining Directors shall select a member to fill the vacancy until the next annual meeting of the membership.

The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's By-Laws:

<u>NAME</u>	<u>ADDRESS</u>
William Rudnick	10191 W. Sample Road Coral Springs, Florida 33065
Harold Klemow	10191 W. Sample Road Coral Springs, Florida 33065
Kurt Kimmelman	10191 W. Sample Road Coral Springs, Florida 33065

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the Officers who shall serve until the first election of Officers pursuant to the provisions of the By-Laws are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Harold Klemow	President	10191 W. Sample Road Coral Springs, Florida 33065
William Rudnick	Vice- President	10191 W. Sample Road Coral Springs, Florida 33065
Kurt Kimmelman	Secretary/ Treasurer	10191 W. Sample Road Coral Springs, Florida 33065

ARTICLE IX

BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer of the Condominium or mortgagees of units without their prior written consent.

ARTICLE X

AMENDMENTS TO ARTICLES

Amendments to these Articles shall be proposed and adopted in the following manner:

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

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the members of the Association having a majority of the votes in the Association. In order for any amendment or amendments to be effective, same must be approved by an affirmative vote of 66-2/3% of the entire Board of Directors and by an affirmative vote of the members having 75% of the votes of the Association.

C. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon condominium units. No Amendment shall be made that is in conflict with the condominium Act or the Declaration.

D. A copy of each amendment adopted shall be filed with the Secretary of State, pursuant to the provisions of applicable Florida Statutes and the Condominium Act.

ARTICLE XI

INDEMNIFICATION

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 the Director or Officer in connection with any proceeding or any settlement thereof to which the Director or Officer may be a party, or in which the Director or Officer may become involved by reason of the Director or Officer being or having been a Director or Officer of the Association, whether or not 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 the Director's or Officer's duty; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director or Officer may be entitled.

ARTICLE XII

INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be at 10191 W. Sample Road, Suite 216A, Coral Springs, Florida 33065, or at such other place, within or without the State of Florida, as may be subsequently designated by the Board of Directors. The initial registered office is at 301 Yamato Road, Suite 4150, Boca Raton, Florida 33431, and the initial registered agent therein is Steven L. Daniels, Esquire.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this  
\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Harold Klemow, President

STATE OF FLORIDA            )  
  )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 1995, by HAROLD KLEMOW. He is  
personally known to me or has/have produced  
as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
PRINT/STAMP/TYPE NAME:  
COMMISSION EXPIRES:  
COMMISSION NUMBER:

ACCEPTANCE OF REGISTERED AGENT

The undersigned accepts his appointment as the initial registered agent of Villa Sonrisa Five Condominium Association, Inc.

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STEVEN L. DANIELS, ESQUIRE

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EXHIBIT "D" TO THE  
DECLARATION OF CONDOMINIUM OF  
VILLA SONRISA FIVE CONDOMINIUM

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BY-LAWS  
OF  
VILLA SONRISA FIVE CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS  
OF  
VILLA SONRISA FIVE CONDOMINIUM ASSOCIATION, INC.  
A NOT-FOR-PROFIT FLORIDA CORPORATION

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ARTICLE I

IDENTITY

These are the By-Laws of VILLA SONRISA FIVE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

ARTICLE II

PURPOSES

This Association has been organized for the purpose of being a Condominium Association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of VILLA SONRISA FIVE CONDOMINIUM (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further to exercise all powers granted to a Condominium Association under the Condominium Act.

ARTICLE III

DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of no less than three (3) and no more than five (5) persons to be determined by the Board of Directors no later than ninety (90) days prior to the annual meeting. The members of the first Board of Directors are designated in the Articles of Incorporation and need not be members of the Association. They shall serve until fifteen percent (15%) of the Units in the Condominium are sold and closed, at which time not less than one-third (1/3) of them shall be replaced by a director elected by the Unit Owners other than the Developer. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the directors either three (3) months after ninety percent (90%) of the Units have been conveyed to Unit Owners; three (3) years after fifty percent (50%) of the Units have been conveyed to Unit Owners; when all of the Units have been completed, some of them have been conveyed to Purchasers and none of the unconveyed Units are being offered for sale by the Developer in the ordinary course of business; when some of the Units have been conveyed and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; seven (7) years after recordation of the Amended and Restated Declaration of Condominium for Villa Sonrisa Five Condominium; or when the Developer determines to convey control of the Association, whichever shall be the first to occur. The Developer shall be entitled to elect at least one (1) director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

Until such time as the Unit Owners other than the Developer shall be entitled to elect all of the directors, Developer shall have the absolute right, in its absolute discretion and at any time, to remove any director selected by the Developer and to replace the director so discharged.

B. Directors shall be elected by the members at the annual meeting of members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

C. At least fourteen (14) days before the annual meeting, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association for fourteen (14) days prior to the election, for the examination of every member of the Association and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present. At the first annual meeting of the members, directors shall be elected for a term of one (1) year.

D. Directors other than the initial Board of Directors, shall be elected pursuant to the requirements of Section 718.112(2)(b)&(d).

E. Directors shall be members of the Association, except that this provision shall not apply to the persons designated to be the first Board of Directors by Article VI of the Articles of Incorporation.

F. The meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee is present shall be open to all Unit Owners. Any Unit Owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. Notice of all Board of Directors' meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. Written notice of any meeting at which non-emergency special assessments or at which amendment to rules regarding Units use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board of Directors meetings shall be mailed or delivered at least fourteen (14) days before the meeting, to the Owners of each Unit. Notice of any meeting in which regular assessment against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

## 2. Officers.

The officers of the Association shall consist of a President, a Vice President, if any, a Secretary, and a Treasurer, any of whom may be members of the Board of Directors, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until the first annual meeting of the Board of Directors, and at such meeting the Board of Directors shall elect the aforesaid officers. Officers elected at the first annual meeting of the Board of Directors shall hold office until the next annual meeting of the Board of Directors



UNDIVIDED SHARE IN COMMON ELEMENTS,  
COMMON EXPENSES AND COMMON SHARES

<u>UNIT NO.</u>	<u>SHARE</u>
<u>1210</u>	<u>1/26</u>
<u>1211</u>	<u>1/26</u>
<u>1213</u>	<u>1/26</u>
<u>1214</u>	<u>1/26</u>
<u>1215</u>	<u>1/26</u>
<u>1216</u>	<u>1/26</u>
<u>1220</u>	<u>1/26</u>
<u>1221</u>	<u>1/26</u>
<u>1222</u>	<u>1/26</u>
<u>1223</u>	<u>1/26</u>
<u>1224</u>	<u>1/26</u>
<u>1225</u>	<u>1/26</u>
<u>1310</u>	<u>1/26</u>
<u>1311</u>	<u>1/26</u>
<u>1312</u>	<u>1/26</u>
<u>1320</u>	<u>1/26</u>
<u>1321</u>	<u>1/26</u>
<u>1322</u>	<u>1/26</u>
<u>1410</u>	<u>1/26</u>
<u>1411</u>	<u>1/26</u>
<u>1412</u>	<u>1/26</u>
<u>1413</u>	<u>1/26</u>
<u>1420</u>	<u>1/26</u>
<u>1421</u>	<u>1/26</u>
<u>1422</u>	<u>1/26</u>
<u>1423</u>	<u>1/26</u>

EXHIBIT "F" TO THE  
DECLARATION OF CONDOMINIUM OF  
VILLA SONRISA FIVE CONDOMINIUM

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RULES AND REGULATIONS

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## VILLA SONRISA FIVE CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the condominium property, the Common Elements, the Limited Common Elements, the Condominium Units, and the condominium in general shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the By-Laws of the Association. Violations may be remedied by the Association as provided in the Declaration of Condominium, by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revokable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported to the Board of Directors or to the Officers of the Association or to any designees thereof.

B. Violations will be called to the attention of the violating Owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

D. Unit Owners are responsible for compliance with these Rules and Regulations by their guests or lessees .

2. FACILITIES: The facilities of the Condominium are for the exclusive use of Unit Owners, their approved lessees and guests accompanied by a Unit Owner. Any damage to the buildings or other common areas or equipment caused by any Unit Owner or his guest shall be repaired at the expense of the Unit Owner.

3. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the Unit, other than carpeting, ceramic tile, marble or other floor covering installed by the Developer. If any ceramic tile or marble is installed in a Unit, such tile or marble must be set upon a sound proofing bed approved in writing by the Developer or the Condominium Association.

4. OBSTRUCTIONS: Sidewalks, entrances, driveways, passages, patios, courts, stairways and all Common Elements shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium Property, except such as shall have

been approved in writing by the Association, nor shall anything be projected out of any window in a Condominium Building without similar approval. No radio or television aerial or antenna or other apparatus for the transmission of television, radio or other signals of any kind shall be attached to or hung from the exterior of a Condominium Building or the roof thereon.

5. DESTRUCTION OF PROPERTY: Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium Property. Unit Owners shall be financially responsible for any such damage.

6. EXTERIOR APPEARANCE: The exterior of the Condominium Buildings and all other areas appurtenant to the Buildings shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, ventilators, fans or air conditioning devices shall be used in or about the Condominium Property 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 shutters must be uniform in appearance. Installation of drapes or curtains visible from the exterior of the Unit shall have neutral colored liners, which liners must be approved by the Association.

7. CLEANLINESS: All garbage and refuse shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposers shall be used in accordance with instructions given to the Unit Owner by the Association. All refuse, waste, bottles, cans, etc., shall be securely wrapped in plastic garbage bags.

8. BALCONIES: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or on terraces. No objects shall be hung from balconies, patios or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors and balconies or terraces. Unit Owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from balconies or terraces. No cooking shall be permitted on any balcony or terrace of an apartment. Unit Owners shall not allow anything to be thrown or to fall from windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies may be enclosed or screened, without the prior written consent of the Board of Directors of the Association.

9. STORAGE AND GARAGE AREAS: Unit Owners are responsible to see that nothing is placed in the storage areas and garage areas which could create a fire hazard; that would be subject to being infested; or that would be subject to spoilage.

10. EMERGENCY ENTRY: In case of any emergency originating in or threatening any dwelling, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

11. BICYCLES: Bicycles must be placed or stored within Units, or in the designated areas, if any.

12. PLUMBING: Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage result-

ing from misuse of same shall be borne by the Unit Owner causing the damage.

13. ROOF: Unit Owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever.

14. SOLICITATION: There shall be no solicitation by any person anywhere in the building for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

15. EMPLOYEES: Employees of the Association and employees of any management firm shall not be sent away from the Condominium Property by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association, at any time, for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm.

16. COMMERCIAL PROHIBITION: No Unit may be occupied or used for any commercial or business purpose.

17. COMMON FACILITIES: Unit Owners are requested to cooperate with any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

18. HURRICANE PREPARATIONS: Each Unit Owner or lessee who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:

A. Removing all furniture and plants from his patio or balcony.

B. Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage and furnish any management firm or other designee with the name of such firm or individual. The designated firm or individual shall contact any management firm or other designee for permission to install or to remove hurricane shutters.

19. GUESTS: Unit Owners and lessees shall notify any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners or lessees. Unit Owners and lessees should have such guests check in at the management office upon arrival in order that service can be extended to them in the way of telephone calls coming into the management office, incoming mail or any emergency which might arise.

20. SIGNS: No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors or Declarant shall have the right to erect signs.

21. PARKING AND GARAGES: Owners shall park only in their garages, if any, or in the driveways serving their Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage, unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonable be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

22. AIR CONDITIONING UNITS: Except as may be permitted by the Board or its designee, no window air conditioning unit may be installed in any Unit.

23. LIGHTING: Except for seasonal Christmas decorative lights during the month of December, all exterior lights must be approved in accordance with Article XI of the Declaration of Condominium of Villa Sonrisa Three Condominium.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of VILLA SONRISA FIVE CONDOMINIUM, and the By-Laws of the Association.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association who will call the matter to the attention of the violating Unit Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

VILLA SONRISA FIVE CONDOMINIUM  
ASSOCIATION, INC.

By: \_\_\_\_\_  
President

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or until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation.

A. Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the director or officer of membership in the Association.

B. Subject to the right of the Developer to replace directors selected by the Developer, when a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

C. Any director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(k), except that directors elected by the Developer shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

E. No compensation shall be paid to directors or officers for their services as directors or officers.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but not be limited to, the following:

A. All of the powers specifically provided for in the Declaration of Condominium and the Condominium Act.

B. The power to levy and collect Assessment, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the Common Expenses of the Condominium.

C. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

D. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.

E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Elements.

F. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium.

G. The power to employ the personnel required for the operation of the Common Elements and the Association.

H. The power to pay utility bills for utilities serving the Common Elements.

I. The power to contract for the management of the Condominium.

J. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

K. The power to improve the Condominium Property, subject to the limitations of the Declaration of Condominium.

L. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the Rules and Regulations duly promulgated by the Association.

M. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from Unit Owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

N. The power to pay all taxes and Assessments which are liens against the Common Elements, and to assess the same against the members and their Units.

O. The power to deal with and approve or disapprove all conveyances or leases of Condominium Units as provided for under the Declaration of Condominium.

P. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

Q. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

R. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration of Condominium to which these By-Laws are attached.

S. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium Property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or



as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of this Association handled and managed by the managing agent.

T. The limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

ARTICLE V

DUTIES OF OFFICERS

1. The President shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all order and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and to render an annual report at the annual meeting of members.

2. The Vice President shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining directors shall select a person to act as chairman of the meeting.

4. The Secretary Shall:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership, for transfer and lease of Units, and present such applications to the Board of Directors for consideration.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and members which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representative, and directors, and act as transfer agent to record transfers and rules and regulations in the corporate book. The minutes of all meetings of the Board of Directors and of members shall be retained by the Secretary for a period of not less than seven (7) years.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, summary of the financial transactions and conditions of the Association for the preceding year. He shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

## ARTICLE VI

### MEMBERSHIP

1. Meetings of Members.

A. Annual Meetings: The first annual meeting of the Association shall be held at the office of the Association one (1) year after the date of the adoption of these By-Laws, or at such other time and place as selected by the Board of Directors. Thereafter, the annual meeting of the Association shall be held at the office of the Association on the third Monday of the month in which these By-Laws were adopted, or at such other time and place as selected by the Board of Directors. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting. The Secretary shall file the affidavit of notice as required by the Act.

B. Special Meetings: It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by ten percent (10%) of the members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof unless by consent of four-fifths (4/5) of the members present, either in person or by proxy. In addition, a special meeting of the Association, to recall or remove a member of the Board of Directors, shall be called upon ten

percent (10%) of the members giving notice of the meeting, provided the notice states the purpose of the special meeting.

C. Notice of Meetings: It shall be the duty of the Secretary to provide notice of the annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or; if no address appears, at his last known place of address, at least fourteen (14) days prior to such meeting and shall be posted in a conspicuous place on the Condominium Property, at least fourteen (14) continuous days preceding the annual meeting. The Secretary shall provide an affidavit to be included in the official records of the Association as proof of such mailing. The mailing of the notice in the manner provided in this paragraph shall be considered notice served. Notice of meetings shall also be posted at a conspicuous place at the Condominium Property, at least fourteen (14) days in advance of each meeting, except in cases of emergency. Notice of any meeting at which Assessments against members are to be considered shall specifically contain a statement that such Assessments will be considered and the nature of such Assessments.

D. Budgetary Meetings: The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Assessments to the members not less than fourteen (14) days prior to the meeting at which the budget will be considered. The members shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to members. If an adopted budget requires Assessment against the members in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the members to the Board of Directors, shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days written notice to each member. At the special meeting, members may consider and enact a budget by a majority vote of all members. If a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property shall be excluded from the computation.

E. Quorum: No less than one-third (1/3) of the members shall constitute a quorum for the transaction of business at all meetings.

F. Adjourned Meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

G. Voting: At every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one (1) vote on each question. The vote of members holding a majority of the votes present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium a difference vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies: Unit Owners may not vote by general proxies but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter for which the Declaration or Florida Statutes requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other purposes for which limited proxies are not required, and may also be used in voting non-substantive changes to items for which a limited proxy is required and given. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

I. Waiver and Consent: Nothing herein shall be construed to prevent a member from waiving notice of meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted. Notwithstanding the foregoing, meetings of members must be held at least annually, and for voting on budgetary matters, waiver of reduction of reserve requirements.

## 2. Meetings of Directors.

A. Organizational Meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, provided a majority of the whole Board of Directors shall be present.

B. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate.

C. Special Meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) directors.

D. Notice of Regular and Special Meetings: Notice of the time and purpose of regular and special meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings shall be open to Unit Owners. Notice of all meetings shall be conspicuously posted at the Condominium Property at least forty-eight (48) continuous hours prior to the meeting, except in cases of emergency. Written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use, will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

E. Waiver of Notice: Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

F. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

G. Consent: The Board of Directors may act by written consent, without a meeting, provided that a majority of the Board of Directors consents to the action so taken.

ARTICLE VII

(Intentionally Omitted)

ARTICLE VIII

PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Association or with applicable Florida law.

2. The order of business at annual members' meetings and as far as practical at other members' meetings will be:

- A. Election of Chairman;
- B. Roll Call;
- C. Proof of Notice of Meeting; or Waiver of Notice;
- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Election of Inspectors of Elections;
- H. Elections;
- I. Unfinished Business;
- J. New Business; and Adjournment.

ARTICLE IX

ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. The Common Expenses include those expenses described in the Declaration of Condominium and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

2. Funds for the payment of Common Expenses shall be assessed against and shall be a lien against the Condominium Units in the proportion or percentage of sharing Common Expenses provided in the Declaration of Condominium.

3. Regular Assessments shall be paid by the members on a monthly or quarterly basis, as determined by the Board of Directors from time to time, payable in advance on the first day of each and every month (or quarter), or as otherwise established by the Board of Directors.

4. Special Assessments should they be required by the Board of Directors, shall be levied and paid in the same manner as regular Assessments, unless the Declaration of Condominium shall otherwise provide, or unless the Board determines that a different schedule of payment should be implemented for any particular special assessment.

5. When the Board of Directors has determined the amount of any Regular or Special Assessment, the Secretary shall transmit a statement of such Assessment to each Condominium Unit Owner. All such payments shall be made payable to Villa Sonrisa Five Condominium Association, Inc.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or diminish the amount of an Assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the Assessment of each member of his proportionate share for any deficiency. Notice of all changes in Assessments shall be given to all Unit Owners.

6. Assessments shall not include charges for utilities separately charged and metered to each Unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any Unit.

7. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the Association shall charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for each delinquent installment that payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment.

8. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Condominium Act, the Declaration of Condominium and these By-Laws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorney's fees and cost incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an Assessment shall be presumed to be made in the amount of the last prior Assessment and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

ARTICLE X

FISCAL MATTERS

1. Fiscal year: The fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board

of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable. The fiscal year of the Association shall at all times be the same as the fiscal year for Villa Sonrisa Homeowners' Association.

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Broward or Palm Beach Counties, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting Condominium Units.

3. Fidelity Bonds: Fidelity bonds shall be required for all directors, officers and employees of the Association, handling or responsible for Association funds. The premium for such bonds shall be paid for by the Association.

4. Records: The Association shall maintain accounting records according to good accounting practice. Such records shall include: (1) a record of receipts and expenditures for each Unit Owner which shall designate the name and address of the Unit Owner, the amount of each Assessment, the amounts paid upon the account and the balance due; (2) a register listing the names of any mortgage holders of lien holders who have notified the Association of their liens, and of the lien holders to which the Association is required to give notice of default. The records shall also include, but not be limited to, current copies of the Declaration, By-Laws and other rules and regulations, and other items as described in Section 718.111(12).

The Association records shall be open to inspection by any Association member, the authorized representative of such member or by holders, insurers and guarantors of first mortgages that are secured by a Unit in the project. These records shall be available within five (5) working days after receipt of written request to the Board of Directors.

In addition, when the Condominium contains fifty (50) or more Units, the Association must provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Unit in the project submits a written request for it. When the Condominium contains fewer than fifty (50) Units and there is no audited statement available, any mortgage holder is allowed to have an audited statement prepared at its own expense.

5. Annual Statement: The Board of Directors shall present at each annual meeting of the members, a full and clear statement of the business and condition of the Association.

6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium.

## ARTICLE XI

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Common Elements and Limited Common Elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the Units, Limited Common Elements and Common Elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

## ARTICLE XII

ARBITRATION

In the event of internal dispute(s) among Unit Owners, Association, and their agents and assigns, arising from the operation of the Condominium, then said parties shall attempt to resolve said dispute(s) through mandatory non-binding arbitration in accordance with the then existing rules of the Act. The cost of the arbitration proceeding shall be borne equally between the disputing parties unless as otherwise provided in the Act. A judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction.

## ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation, other than non-payment of an Assessment by a Unit Owner, of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation, or any provision of the Condominium Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay Assessments, the right to foreclose its lien provided in the Condominium Act and in every such proceeding, the Unit Owner at fault shall be liable for court costs and the Association's reasonable attorney's fees. If the Association elects to enforce its lien for foreclosure, the Condominium Unit Owner at the court's discretion shall be required to pay a reasonable rent for his Condominium Unit during litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments.

The Association may levy reasonable fines against a Unit for the failure of the Unit Owner or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fines may exceed one hundred (\$100.00) dollars per violation, however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed one thousand (\$1,000.00) dollars. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee, in the following manner:



1. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Unit Owners, after reasonable notice of not less than fourteen (14) days, and which notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration of Condominium, By-Laws or Rules which allegedly had been violated and a short and plain statement of the matters asserted by the Association.

2. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

3. If the committee of Unit Owners disagree with the fine, it will not be levied.

#### ARTICLE XIV

##### AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by the holders of seventy-five percent (75%) of the votes of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any member. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the directors, or proposed by members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any Unit Owner nor any class or group of Unit Owners unless the Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the affected Developer. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law Article \_\_\_ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XV

VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall not effect the validity of any other By-Law.

The foregoing was adopted as the Amended and Restated By-Laws of VILLA SONRISA FIVE CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, at a meeting of the members of said Association duly noticed, at which all Board Members were present, by the unanimous vote of the members on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

VILLA SONRISA FIVE CONDOMINIUM  
ASSOCIATION, INC.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

a:\docs\Condos\By-Laws\8/25/95

DBB 9497 Pg 308  
DOROTHY H. WILKEN, CLERK, PB COUNTY, FL

EXHIBIT "E" TO  
DECLARATION OF CONDOMINIUM OF  
VILLA SONRISA FIVE CONDOMINIUM

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UNDIVIDED SHARES IN COMMON ELEMENTS,  
COMMON EXPENSES AND COMMON SURPLUS

NOT A CERTIFIED COPY