

DECLARATION OF CONDOMINIUM

OF

VILLA SONRISA TWO CONDOMINIUM

1. Submission Statement

Villa Sonrisa, a New York general partnership, formerly known as Villa Sonesta, (hereinafter called the "Developer"), owns the fee simple title to that certain real property in Palm Beach County, Florida, legally described in Exhibit "A" annexed hereto. Developer does hereby submit said real property, and the improvements thereon and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares same a condominium known as VILLA SONRISA TWO CONDOMINIUM (the "Condominium").

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each unit owner, his heirs, personal representatives, successors and assigns. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the common elements as defined herein.

2. Definitions

As used herein, in the Articles of Incorporation and By-Laws attached hereto and in all amendments thereto, unless the context requires otherwise:

A. "Act" - The Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium.

B. "Assessment" - A share of the funds required for the payment of common expenses which from time to time are assessed against a unit owner.

C. "Association" - VILLA SONRISA TWO CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

D. "Board" - The Board of Directors of the Association.

E. "By-Laws" - The By-Laws of the Association.

F. "Condominium Documents" - This Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

G. "Condominium Property" - The land and personal property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights

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appurtenant thereto intended for use in connection with the Condominium.

H. "Condominium Unit" or "Unit" - A portion of the Condominium Property which is subject to exclusive ownership; said Unit being a unit space designated as "Condominium Unit" in Exhibit "B" attached hereto.

I. "Common Elements" - The portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Common Elements even though owned by the Association.

J. "Common Expenses" - (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.

K. "Common Surplus" - The excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements over and above the amount of money expended as Common Expenses.

L. "Condominium" - 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.

M. "Condominium Building" or "Building" - The structures which comprise that part of the Condominium Property within which the Units are located.

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

O. "Declaration" or "Declaration of Condominium" - This instrument, and all Exhibits attached hereto, as same may from time to time be amended.

P. "Developer" - Villa Sonrisa, a New York general partnership, and its successors and assigns.

Q. "Institutional Lender" or "Institutional Mortgagee" or "Mortgagee" - 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 Article 18, holding a mortgage encumbering a Condominium Unit.

R. "Insurance Trustee" - That Florida bank having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

S. "Limited Common Elements" - Those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units.

T. "Owner" or "Unit Owner" - The person(s) or entity owning a Condominium Parcel.

U. "Villa Sonrisa Community" The properties described in that certain Declaration of Covenants and Restrictions recorded in Official Records Book 4518, Page 1726, Public Records of Palm Beach County, and any additions thereto.

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

A. Units - 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 a numerical designation as set forth in Exhibit "B" attached hereto. The boundaries of the Unit are as follow:

Lower Boundary - The undecorated; unfinished upper surface of the concrete floor which, shall be the first floor of a two-story Unit, as extended to intersect the perimetrical boundaries thereof.

Upper Boundaries - The undecorated, unfinished lower surface of the ceiling which, shall be the second story ceiling of a two-story Unit, as extended to the perimetrical boundaries thereof.

Perimetrical Boundary - The undecorated, unfinished interior surface of the perimeter walls of a unit extended to their intersection with the upper and lower boundaries.

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 exterior unfinished surface of such aperture, including the framework thereof. Exterior surfaces or walls made of glass, or glass fired to metal framing, exterior windows or frames, exterior glass sliding doors, frames and castings 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 concrete slab between the first and second story of any two-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 (air system), filters,

coils, heating 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 on Exhibit "B" and they shall be maintained as provided herein. All Limited Common Elements shall be an appurtenance to the designated Unit.

1. Any balcony, terrace, loggia, patio, porch, sundeck, foyer, entranceway, courtyard, whether such areas are screened or open, and stairway, together with any outside lighting fixtures, attached to the Building and serving only a Unit adjacent to such area is a Limited Common Element appurtenant to such adjacent Unit.

2. The garage space in the garage building attached to the Building as shown on Exhibit "B," together with the exterior light fixture serving such space, shall be a Limited Common Element. The boundaries of a garage space shall be as follows: unfinished, undecorated interior surface of the walls, ceiling and floor, and the garage door, and any mechanical assembly attached thereto.

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 of the Unit Owner in the Association 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. Use - 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. A Unit may be used only for single family residential purposes.

No Unit may be partitioned or subdivided. Except for bathroom and kitchen areas, no floor covering other than carpeting shall be permitted without written approval of the Board of Directors, which approval shall be at the sole discretion of said Board.

E. Additional Parking - The Developer shall assign one garage space to each Unit as of the date of closing of title to each Unit. Once so assigned, such garage space shall become a Limited Common Element appurtenant to such Unit.

4. Restraint Upon Separation and Partition of Limited Common Elements and Common Elements The Limited Common Elements and the undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall:

- 1) pass with the title to the Unit, whether or not separately described;
- 2) not be conveyed, assigned or encumbered except together with the Unit;
- 3) 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 and Limited Common Elements as the same are defined herein, all of which are more particularly described and set forth in the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B".

B. 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 contribute 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.

C. 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.

D. 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.

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

F. A non-exclusive easement for ingress and egress over the walks and other rights of way of the Community Common Areas of the Villa Sonrisa Community as shall be necessary to provide access to the public ways to and from the Condominium.

G. A non-exclusive easement for ingress and egress over the "Adjacent Access Easement" in the Villa Sonrisa One Condominium, as described in the Declaration of Condominium recorded in Official Records Book 4536, Page 399 et seq., Public Records of Palm Beach County, Florida. All Owners and the Association shall be responsible for a pro rata share of the expense(s) incurred by the Villa Sonrisa One Condominium for said Easement.

6. Condominium Property and Identification of Units

A. Annexed hereto as Exhibit "B" is a sketch of 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 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" are incorporated herein and made a part hereof by reference.

7. Ownership of Common Elements and Share of Common Surplus

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

A. Common Elements -- The undivided shares, stated as percentages, in the Common Elements appurtenant to each of the Condominium Units are set forth on the schedule attached hereto and made a part hereof by reference 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 75% of the members of the Association holding 75% 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 10 days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved 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 90% of the vote of the entire membership of the Association; or

c. Until the first election of Directors by the unit owners as provided for in the By-Laws of the Association, by two-thirds (2/3) of the Directors.

B. No amendment shall change any Condominium Parcel nor a unit owner's proportionate 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.

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 and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units nor alter the boundaries of the Common Elements, except the party wall between any Units, without amendment of this Declaration in the manner herein 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 said altered Units, and need not be approved by the Association, Unit Owners, lienors or other mortgagees, whether or not their joinder is elsewhere required for amendments. The survey shall be certified in the manner required by the Act.

E. Notwithstanding anything to the contrary herein, 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 materially affect the rights of unit owners, lienors or mortgagees. Such amendment need only be executed and acknowledged by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees of Units, whether or not elsewhere required for amendments.

F. In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, other than an error or omission described in subparagraph E above, 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 33-1/3% of the entire membership of the Board of Directors and by not less than 10% of the votes of the entire membership of the Unit Owners; or

b. Not less than 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.

G. 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.

H. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment aforesaid shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

9. The Association; Its Powers and Responsibilities

A. The Condominium is governed and administered by VILLA SONRISA TWO CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation. A copy of the Articles of Incorporation of the Association is attached 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. Article 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. 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 attached hereto and made a part hereof as Exhibit "D". No modification of or amendment to the 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 appoint 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 Regular and Special Assessments from Unit Owners.

3. The power to lease, maintain, repair and replace the Common Elements to establish penalties for delinquent payments of assessments.

4. 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.

5. The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements. 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 his 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.

6. 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.

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

8. The duty to collect from all Condominium Unit Owners the annual, special and individual assessments of the Villa Sonrisa Homeowners' Association which includes assessments for the Boca Pointe Community Association and to pay to said Associations all sums collected.

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.
2. All Limited Common Elements (except as required to be Owner-maintained by Section B of this Article 10).
3. All portions of the Units (except those areas required to be Owner-maintained by Section B of this Article 10) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, and load-bearing columns.
4. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the Building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.
5. All property owned by the Association.
6. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of 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 within the Unit, except the portions to be maintained, repaired and replaced by the Association, including, but not limited to, all fans, stoves, refrigerators, dishwashers, or other appliances or equipment; all plate glass, windows, screens and doors opening into or onto Owner's unit, including all apparatus associated therewith; and all wiring, electrical outlets and any fixtures and/or their connections within the Unit required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Condominium Unit; and Unit Owner's individual air system inside and outside Unit Owner's individual Unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

2. The ordinary cleaning and maintenance of the Limited Common Elements assigned to Unit Owner's Unit.

3. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building, Unit or Limited Common Elements, and to abide by the Rules and Regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements as may be promulgated by the Association from time to time.

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

5. 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 approval from the Board of Directors of the Association.

6. To arrange for regular and periodic inspections of Owner's Unit whenever the Unit is vacant for a period of not less than seven (7) consecutive days.

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 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 cost of the foregoing shall be assessed as Common Expenses of the Condominium. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of Unit Owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owner(s) requesting same, said alterations or additions shall be made only when authorized by the Board of Directors of the Association and ratified by not less than 75% of the total votes of the Unit Owner(s) exclusively or substantially exclusively benefiting therefrom; and where said Unit Owners are ten or less, the approval of all but one Unit Owner shall be required.

D. Alteration of Unit - Except as provided in Article 28 hereinafter, no Owner of a Condominium Unit shall make or cause to be made any structural modifications or alterations or replacements in his Unit, or the exterior doors of his Unit, or in the water, gas, electrical, plumbing, air system 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. 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 his 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-system 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 consent of the Association. No Unit Owner or any other person shall install upon the roof or exterior of the Building upon the Condominium Property or upon the Common Elements of the Condominium, any television antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing, without the 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 levy a special assessment for the cost thereof against the 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, or by the Insurance Trustee, 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.

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, the 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 assess the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a Unit Owner violates any of the provisions of Article 10 above, the Developer and/or the Association shall upon reasonable notice, have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner. 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, the By-Laws and the Board.

B. All costs of water, gas, cable television, 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, except as provided in Article 14 below, shall be liable for all assessments coming due while the Owner of a Unit. 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 Article 12 hereof 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 additional assessments to meet such needs of the Association as special assessments.

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 comingled 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 use 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 set by resolution of the Board of Directors, which rate shall not exceed the legal rate. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a \$25.00 late charge against the defaulting Unit Owner. Payments made shall be applied to interest first and then to principal. 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, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), 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 attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to the Association shall further secure such advances for taxes and payments on account of Institutional Mortgages, liens or encumbrances that may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall be entitled to interest as established by the Board of Directors, which rate shall not exceed the legal rate on any such advances made for such purposes. 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 shall be entitled to rental 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 rental required to be paid shall be equal to the rental charged on comparable type of condominium units in Palm Beach County, Florida.

I. Where the mortgagee of any mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquiror of title, acquiror's successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of foreclosure (or acceptance of a deed in lieu thereof), unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the mortgage. Such 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. Any person who acquires an interest in a Unit, except through foreclosure (or deed in lieu thereof) of a mortgage of record, as specifically provided Paragraph I, including without limitation persons acquiring title by operation of law, and purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Owner have been paid, including all court costs and attorneys' fees incurred by the Association.

K. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any Unit Owner or group of Unit Owners, or to any third party.

L. 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 F.S. 718.116(8)(a), for the period commencing from the date of recordation of the Declaration of Condominium and terminating on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Condominium Unit shall occur. During this period the Developer shall pay the portion of the Common Expenses incurred which exceeds the amounts assessed against the other Unit Owners in the Condominium.

15. Limitation of Liability

A. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which Unit 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 fees provided for therein in the event of delinquency).

B. The Owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an accident in his Unit to the same extent and degree that the owner of a single-family detached dwelling would be liable for an accident occurring within his 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 Article 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 His 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 a lien against two or more Condominium Units becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to His 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 - Easements are reserved under, through and over the Condominium Property as may be required for utility services and drainage in order to serve the Condominium. An Owner shall do nothing within or outside Owner's Unit that interferes with or impairs the utility 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.

B. Traffic - An easement shall exist for pedestrian traffic over, through and across sidewalks, stairs, 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 for pedestrian traffic over, through and across such portions of the Common Elements and Limited Common Elements as may, from time to time, be intended for such purpose; 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. 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 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-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 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 Unit Owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Additional Easements - The Developer (during any period in which there are any unsold Units in the Condominium) 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 easements and relocate any existing access 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 and of all Condominium Unit Owners within the Villa Sonrisa Community, 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.

F. An easement for pedestrian and un-motorized vehicular ingress and egress and the illumination thereof is hereby granted to the Villa Sonrisa at Boca Pointe Homeowners' Association, its members, their guests and invitees, over and across those portions of the Common Elements having paths and associated lighting for such purposes. The maintenance of such easement and appurtenant improvements shall be the obligation of the Villa Sonrisa at Boca Pointe Homeowners' Association.

G. An easement of ingress and egress is hereby granted to the Boca Pointe Community Association and the Villa Sonrisa at Boca Pointe Homeowners' Association, their employees, licensees and agents, for the purpose of performing their respective maintenance obligations.

H. 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, by any Owner other than the Developer, shall be subject to the following provisions:

A. Conveyances, Sales and Transfers - Prior to sale, conveyance or transfer of any Condominium Unit to any person or artificial entity, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days from receipt of said notification, the Board of Directors of the Association shall either approve or disapprove the proposed sale, in writing, and shall notify the Unit Owner of its decision. In the event the Board of Directors shall fail to approve or disapprove the proposed sale within fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale for a reason other than the prospective purchaser violates or will violate this Declaration or otherwise does not qualify for membership in the Association, and if the unit owner still desires to consummate such sale, the Unit Owner shall, thirty (30) days before such sale, give written notice to the Secretary of the Association of Unit Owner's intention to sell on a certain date, together with the price and the other terms thereof, and the Secretary shall promptly notify the members of the Association of the date, price and terms. Any member shall have the first right over the prospective purchaser to purchase the Unit at the price and on the terms contained in the notice, provided the member so notifies the Secretary of the Association

In writing of the acceptance at least fifteen (15) days before the date of the intended sale and deposits with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Secretary of the Association shall promptly forward to the unit owner. In the event no members of the Association exercise this first right to purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will purchase the Unit upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale, notifies the Unit Owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the Unit Owner giving notice receives acceptance from more than one member, it shall be discretionary with the Unit Owner giving notice to consummate the sale with whichever of the accepting members the Unit Owner giving notice chooses.

In the event the Unit Owner giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale on or before ten (10) days before the date given in the notice as the date of sale, then that Unit Owner may complete the sale on the day and at the price and terms given in the notice, but on no other day and at no other price or terms, without repeating the procedure outlined above. In the event the Unit Owner makes a sale without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement, said purchaser or transferee shall convey all of purchaser's or transferee's right, title and interest in the Unit to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors has approved in all respects, on a certain date, the sale of a Unit to certain persons, shall be conclusive evidence of such fact.

An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale and that the Board of Directors disapproved or failed to act on such proposed sale, and that thereafter all the provisions hereof which constitute conditions precedent to a sale of a Unit have been complied with, so that the sale of a particular Unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons to whom such Unit is sold. Such affidavit shall not be evidence of the fact that the sale to such persons was made at the price, terms and date in the notice given to the Secretary of the Association, but one hundred twenty (120) days after the date of the notice to the Board of Directors, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

B. Rental or Lease - No Condominium Unit shall be leased or rented without the prior written approval of the Board of Directors, which approval shall not be unreasonably withheld if the proposed tenancy does not or will not violate the Declaration. The Board of Directors shall have the right to require

that a substantially uniform form of lease be used, assigning to the Association a non-exclusive right to secure a judgment for eviction and/or damages against any tenant. No lease may be made for less than a four-month period without the prior written approval of the Association, nor shall any transient accommodations be provided.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any liability or obligation under this Declaration and all leases shall be subject to the terms of this Declaration and the rules and regulations which may, from time to time be promulgated in the Association. The lessee's failure to comply with the terms hereof shall be deemed a default under said lease. Each lease shall further provide that same may not be altered, modified or amended without the prior written consent of the Board.

Completely apart from and in addition to the Association's right to pass on and approve or disapprove any such attempted lease on any Condominium Unit, is the right of the Association hereby given and granted of first refusal to lease any Condominium Unit offered for lease by any member of the Association. Accordingly, no owner of a Condominium Unit shall lease same to any party without first giving the Association notice in writing of such lease, as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said Condominium Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of such Condominium Unit may have received for the lease of Owner's Condominium Unit. If the Association is desirous of exercising its option to lease said Condominium Unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said Condominium Unit desiring to lease the same of the exercise by the Association of its election to so lease said Condominium Unit, such notice to be in writing and sent by certified mail to said Unit Owner within fifteen (15) days from receipt by the Association of the Unit Owner's notice to said Association as hereinabove required. If the Association has elected to lease such Condominium Unit, then, upon notifying the Owner of such Condominium Unit of its election to lease said Condominium Unit, the Association shall execute a lease agreement and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the Unit Owner, exercise its right of first refusal herein granted, the Unit Owner may lease the Condominium Unit to the proposed lessee, providing that the Association has approved the lessee, as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any Condominium Unit to be exercised in its name for itself or for a party approved by said Board of Directors.

C. If the purchaser or lessee is a corporation or other artificial entity, the approval may be conditioned upon the approval by the Board of Directors of all occupants of the Condominium Unit.

D. In the case of the death of the Owner of a Condominium Unit, the surviving spouse, if any, and if no surviving spouse, the other member or members or such Owner's family residing with the Owner at the time of Owner's death, may continue to occupy the said Condominium Unit; and if such surviving spouse or

other member or members of the decedent Owner's family shall have succeeded to the ownership of the Condominium Unit, the ownership thereof shall be transferred by legal process to such new Owner. In the event said decedent shall have conveyed or bequeathed the ownership of decedent's Condominium Unit to some designated person or persons other than the surviving spouse or members of decedent's family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Condominium Unit, or if under the laws of descent and distribution of the State of Florida the Condominium Unit descends to some person or persons other than his surviving spouse or members of decedent's family as aforescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as Owners of the Condominium Unit. If the Board of Directors of the Association shall consent, ownership of a Condominium Unit may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Condominium Unit, subject to the provisions of this Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity, during the thirty (30) days next after said last abovementioned thirty (30) days, to purchase or to furnish a purchaser, for cash, for the said Condominium Unit, the purchase price to be determined by an appraiser appointed by a senior judge of the Circuit Court in and for Palm Beach County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased Unit Owner out of the amount realized from the sale of said Condominium Unit. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said Condominium Unit within such period, and upon such terms, the person or persons so designated may take title to the Condominium Unit; or such person or persons or the legal representative of the deceased Unit Owner may sell the said Condominium Unit; but such sale shall be subject in all other respects to the provisions of this Declaration and the By-Laws of the Association.

E. Mortgage - No Unit Owner may mortgage his Unit or any interest therein without the approval of the Association, except to an Institutional Mortgagee or purchase money mortgagee or to the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

G. The foregoing provisions of this Article 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 transfers from one co-tenant to the other co-tenant. The foregoing provisions of this Article 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.

H. No judicial sale of a Unit or any interest therein shall be valid unless:

1. The sale is to a purchaser approved by the Association, which approval shall be in recordable form; or

2. The sale is a result of a public sale with open bidding.

I. The Board of Directors of the Association shall have the right to withhold consent and approval of prospective Unit Owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise or otherwise in the event the prospective Unit Owner or lessee, by being such a Unit Owner or lessee, would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or the Exhibits thereto.

J. The Association and any management firm, their respective agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation. The Association and/or any management firm, their agents or employees shall never be required to specify any reason for disapproval.

K. The foregoing provisions of this Article shall not apply to a transfer to or purchase by an Institutional Mortgagee (and/or its assignee or nominee) that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Mortgagee (and/or its assignee or nominee) that so acquires its title. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this Article, and without the approval of the Association, and without payment of any screening fee. The provisions of this subparagraph K shall not be amended without the prior written approval of the Developer as long as Developer owns a Unit in the Condominium.

L. Any approval by the Board of Directors pursuant to this Article shall be evidenced by a certificate duly executed by a majority of the Board of Directors.

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

C. Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or 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, illegal act or the conduct of any business or commercial enterprise in Unit 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 real 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 charged as a Common Expense.

B. Casualty Insurance; Purchase of Insurance - The Association shall obtain "all risk" insurance, flood insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements 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. 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. Loss Payable Provisions; Insurance Trustee - All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any banking institution having trust powers and doing business in the State of Florida (the "Insurance Trustee"). The Insurance Trustee shall be designated by the Board and shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees (sometimes hereinafter collectively referred to as "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

1. Common Elements - Proceeds on account of damage to Common Elements shall be an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to Unit Owner's Unit.

2. Condominium Units - Proceeds on account of Condominium Units shall be in the following undivided shares:

a. When the Condominium Building to be repaired and restored, for the Owners of the damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

b. When the Condominium Building is not to be restored, as provided hereafter in this Article, for the Owners of all Condominium Units, each Unit Owner's share being in proportion to Unit Owner's share in the Common Elements appurtenant to Unit Owner's Condominium Unit.

3. Mortgagees - In the event a Mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee, other than the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condo-

minium, shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired. No mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

D. Distribution of Proceeds - Proceeds of insurance policies received by the Insurance Trustee 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 Insurance Trustee, 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 Insurance Trustee) 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.

3. Certificate - In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by the President or Vice President and the Secretary of the Association, as to the names of the Unit Owners and their respective shares of distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

E. Loss Within a Single Unit - If loss shall occur within a single Unit or Units, without damage to the Common Elements, the insurance proceeds shall be distributed to the beneficial Unit Owner(s) of the damaged units, remittance by the Insurance Trustee to said 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 Mort-

gagee 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. The Unit Owner shall thereupon be fully responsible for the restoration of the Unit.

F. Loss Less Than "Very Substantial" - Where a loss or damage occurs to more than one Unit and/or to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

2. If the damage or loss is limited to the Common Elements, with minimum or no damage or loss to any individual Unit, and if such damage or loss to the Common Elements is less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

3. If the damage or loss involves individual Units encumbered by Institutional Mortgages, as well as the Common Elements, or if the damage is limited to the Common Elements alone but is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional Mortgagee owning and holding the first recorded mortgage encumbering a Condominium Unit, so long as it owns and holds any mortgage encumbering a Condominium Unit. At such time as the aforesaid Institutional Mortgagee is not the holder of a mortgage on a Unit, then its right to approval and designation shall pass to the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association or the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforesaid, shall have the right to require the general contractor performing the reconstruction to obtain a performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

4. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

5. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and

repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and against the individual Unit Owners for that portion of the deficiency as is attributable to Unit Owner's individual Unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individually damaged Unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and shall be added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

6. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and Unit Owner's Unit shall be subject to special assessment for such sum.

G. "Very Substantial" - Damage as used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby seventy-five percent (75%) or more of the total unit space in the Condominium is found by the Board to be rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage placed becomes payable. Should such "very substantial" damage occur, then:

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof and the net amount of insurance proceeds available for restoration and repair.

2. Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to abandonment of the Condominium project, subject to the following:

a. If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium Property shall be removed from the provisions of the Act, in accordance with Section 718.117 of the Act.

b. If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment and vote to abandon the Condominium project then it shall be so abandoned and the property removed from the provisions of the Act in accordance with Section 718.117 of the Act. In the event a majority of the total votes of the members of the Condominium vote in favor of special assessment, the Association shall immediately levy such assessments, and thereupon, the Association shall proceed to negotiate and contract for such repairs. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner and his Unit shall be subject to special assessment for such sum.

c. In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all Unit Owners.

H. Surplus - It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium shall require distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial Owners of the fund in the manner elsewhere stated.

I. 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. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required. The Insurance Trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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 Elements, 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 - 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 of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, 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 furnished 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 "F" 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 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 or any portion thereof. 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 Article 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 the Owners of not less than seventy-five percent (75%) of the Common Elements and their mortgagees is obtained, in writing, not later than sixty (60) days from 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 from 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 from 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 Chairman of the Local Board 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 Condominium 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 be 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 terminated, 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 Article 25 concerning termination cannot be amended without the written consent of all Unit Owners, all record owners of mortgages upon the Condominium Units and the Developer (so long as it holds at least one Unit in the Condominium for sale in the ordinary course of business).

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 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 successors-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.

27. Execution of Documents Required by Palm Beach County, Florida

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by Palm Beach County, Florida. To the extent that said documents require the joinder of any or all property 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

Developer shall have the right, without the vote or consent of the Association, subject to Florida Statute 718.113(3) to:

A. Make alterations, additions or improvements in, to and upon 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 made pursuant to Paragraph C, 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. Pets

No pet or animal shall be kept or harbored on the Condominium Property or within the confines of a Condominium Unit. However, the Developer specifically reserves the right in its sole discretion to allow initial purchasers of Units who own pets to keep said pets provided that the aforementioned purchasers do not acquire any other pets after conveyance of the subject unit. No pet or animal which creates a nuisance to any other Unit Owner shall be maintained or harbored within a Condominium Unit. A determination by the Board of Directors that a pet or animal maintained or harbored on the Condominium Property or within a Condominium Unit creates a nuisance shall be conclusive and binding upon all parties.

30. Condominium Working Capital Fund

At the time the Developer sells and closes a Condominium Unit to a purchaser (purchaser thereby becoming a Unit Owner in the Condominium), the purchaser shall deposit with the Association an amount equal to twice the monthly assessment for Common Expenses in effect at the time of such closing. This sum shall be deposited into the purchaser's condominium fund ("Condominium Working Capital Fund") for the purpose of initial maintenance, reserves, emergency needs, initial and non-recurring items, capital expenses, permits, licenses, utility deposits and advance premiums for insurance policies and coverages pursuant to this Declaration and the Exhibits attached hereto. If the Developer has paid any of the foregoing expenses or items, on behalf of the Association, then any such expenses or items shall be paid to the Developer from the Condominium Working Capital Fund. The Condominium Working Capital Fund may be commingled by the Association with any of its other funds.

31. 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 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 Attorneys' Fees In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association of or under the Declaration or its Exhibits, 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 attorneys' fees. 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 Prospectus, 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 attorneys' 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; expert witnesses' fees for 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. In the event no proceedings are instituted, but the services of an attorney or expert is required by reason of such default, the violating Unit Owner shall be responsible for all such fees, costs and expenses and all other costs required by the Association to compel compliance with the Declaration, its Exhibits or the Articles.

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 a 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 Condomin-

ium 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 States 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.

32. Ownership in the Villa Sonrisa Community and Boca Pointe

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"), filed in 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 Homeowners' 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, 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 Master 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.

33. 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. 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.

C. 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.

D. 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.

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

F. 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.

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

H. As long as the Developer holds at least 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 offices 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.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name this 4th day of June, 1985

Signed, sealed and delivered in the presence of:

VILLA SONRISA, a New York general partnership

By: Leland Development, Inc., a Florida corporation, General Partner

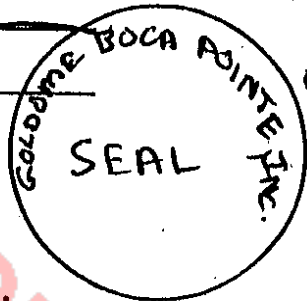
Kem Gordon
Suzette Mada

By: Lee C. Newton
Lee C. Newton
President

By: Goldome Boca Pointe, Inc., a Florida corporation, General Partner

Donald W. K...
Margaret Scharf

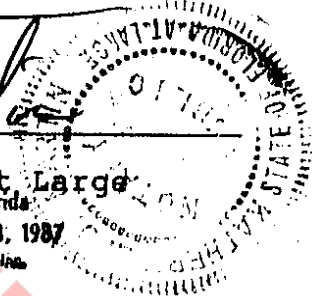
By: Dennis P. Riley
Dennis P. Riley
Vice President



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

The foregoing instrument was acknowledged before me this 4th day of June, 1985, by Lee C. Newton, as President of Leland Development, Inc., a Florida corporation, General Partner of Villa Sonrisa, a New York General Partnership, as the act and deed of the said partnership.

Suzette Mada
Notary Public,
State of Florida at Large
Notary Public, State of Florida
My Commission Expires Aug. 13, 1987
Bonded thru Lloyd's Insurance, Inc.



STATE OF NEW YORK)
) SS:
COUNTY OF Erie)

The foregoing instrument was acknowledged before me this 29th day of May, 1985, by Dennis Riley, as President of Goldome Boca Pointe, Inc., a Florida corporation, General Partner of Villa Sonrisa, a New York General Partnership, as the act and deed of the said partnership.

* G. Riley

J. Clark Nowlan
Notary Public,
State of Florida at Large
New York

J. CLARK NOWLAN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1988



B4564 P0128

4/25/85
101-0408-9

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

LEGAL DESCRIPTION OF REAL PROPERTY

NOT A CERTIFIED COPY

BRETT POTER

Legal Description Of Villa Sonrisa Two Condominium

A portion of Tract "A" of Boca Pointe No. 3, according to the plat thereof, as recorded in Plat Book 46, Pages 123, 124 & 125 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Tract "A"; thence N. $19^{\circ}45'00''$ W along the West line of said Tract "A", a distance of 26.50 feet; thence N. $89^{\circ}36'55''$ E. Parallel with and 25.00 feet North of, as measured at right angles to, the South line of said Tract "A" a distance of 346.59 feet to the Point of Beginning of this description; thence continue N. $89^{\circ}36'55''$ E, a Distance of 203.08 feet; thence N. $50^{\circ}26'42''$ E, parallel with and 7.50 feet Northwesterly of, as measured at right angles to, the Southeasterly property line of said tract "A", a distance of 89.06 feet; thence N. $04^{\circ}33'28''$ W, a distance of 169.54 feet; thence S. $85^{\circ}26'32''$ W. a distance of 100.25 feet; thence N. $45^{\circ}23'05''$ W, a distance of 71.79 feet; thence S. $89^{\circ}36'55''$ W, a distance of 103.68 feet to an intersection with the arc of a circular curve to the right having a radius of 532.50 feet and whose radius point bears N. $79^{\circ}46'45''$ W, thence Southerly along said curve having a central angle of $17^{\circ}29'40''$, an arc distance of 162.59 feet; thence N. $89^{\circ}36'55''$ E, a distance of 48.32 feet; thence S. $00^{\circ}23'05''$ E, a distance of 116.00 feet to the Point of Beginning.

Containing 66,241.138 square feet or 1.5207 acres of land, more or less.

Said lands situate in Palm Beach County, Florida.

4/25/85
101-0409-5

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

PLOT PLAN, SURVEY AND
GRAPHIC DESCRIPTION

NOT A CERTIFIED COPY

84364 P0731



CAULFIELD & WHEELER, INC.

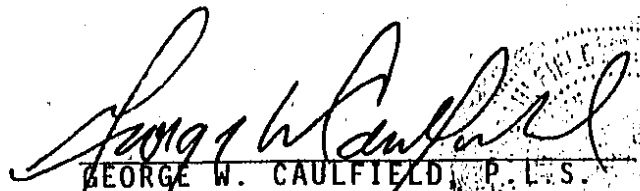
Land Surveyors - Consulting Engineers

THIS CERTIFICATION MADE THIS 30TH DAY OF MAY, 1985, BY THE UNDERSIGNED SURVEYOR, PURSUANT TO SECTION 718.104 (4) (e), FLORIDA STATUTES, AS AMENDED, IS A CERTIFICATION THAT:

1. THE CONSTRUCTION OF THE CONDOMINIUM DESCRIBED IN THE DECLARATION OF CONDOMINIUM OF VILLA SONRISA TWO CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.

2. THE CONSTRUCTION OF THE IMPROVEMENTS FOR BUILDING 6, SHOWN ON THE SURVEY AND PLOT PLAN CONTAINED IN EXHIBIT "B" OF THE DECLARATION OF CONDOMINIUM, AND AS MORE PARTICULARLY DESCRIBED ON PAGES 3 AND 4 OF SAID EXHIBIT "B" ARE SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE PLANNED AND COMPLETED IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON-ELEMENT FACILITIES SERVING SUCH COMPLETED BUILDING (S) AND OF EACH UNIT IN THE COMPLETED BUILDING (S) CAN BE DETERMINED FROM THESE MATERIALS.

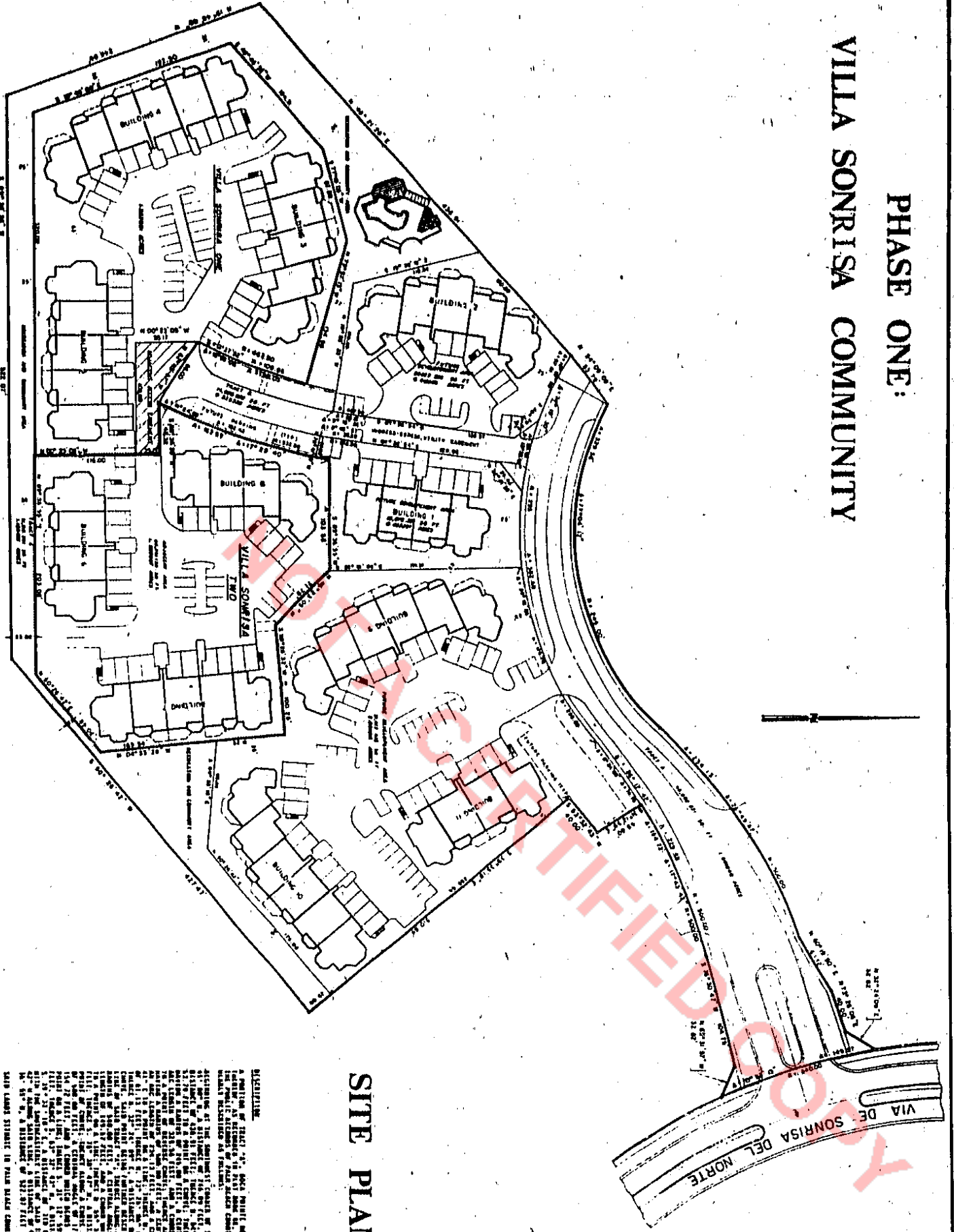
3. ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS CONTAINED IN THE AFORESAID COMPLETED BUILDING (S) AND TO THE COMMON ELEMENT FACILITIES SERVING SAME HAVE BEEN SUBSTANTIALLY COMPLETED.


GEORGE W. CAULFIELD, P. L. S.
Registered Land Surveyor #1930
State of Florida



B4564 P0732

**PHASE ONE:
VILLA SONRISA COMMUNITY**



SITE PLAN

RESOLUTION.
 WHEREAS, the Board of Directors of the Villa Sonrisa Community, a California Limited Liability Company, has adopted the following resolution:
 RESOLVED, that the Board of Directors of the Villa Sonrisa Community, a California Limited Liability Company, hereby certifies that the attached site plan, as shown on the attached sheets, is a true and correct copy of the original site plan, as approved by the Board of Directors of the Villa Sonrisa Community, a California Limited Liability Company, on the 15th day of February, 1984.
 IN WITNESS WHEREOF, the Board of Directors of the Villa Sonrisa Community, a California Limited Liability Company, has caused this resolution to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, at San Diego, California, on the 15th day of February, 1984.

 Secretary of the Villa Sonrisa Community, a California Limited Liability Company.

41604 1984

CAULFIELD & WHEELER, INC.
 Land Surveys - Consulting Engineers
 2750 La Jolla Village Drive, Suite 2
 San Diego, California 92161 (619) 594-1981

EXHIBIT "B", PAGE 2 of 20
 ANNEXED TO AND MADE A PART OF THE
 DECLARATION OF CONDOMINIUM OF,
VILLA SONRISA TWO CONDOMINIUM

FEBRUARY 1984
 DATE
 S. A. WHELAN
 DRAWN BY
 FILED ROOM / PAGE

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 20870
 S.E.S.
 APPROVED BY
 F-45
 2/24/84

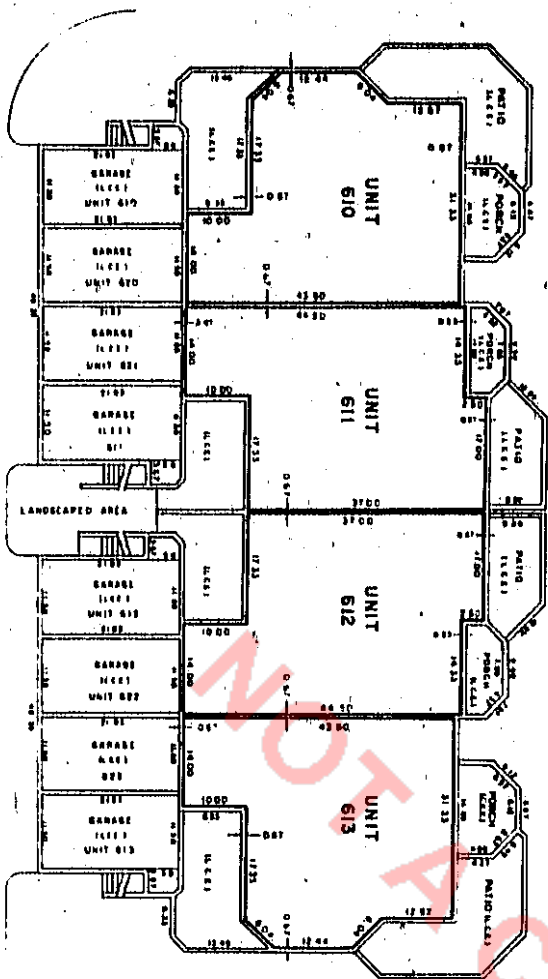
RECORDS

PAID

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

VILLA SONRISA TWO CONDOMINIUM

BUILDING No. 6



FIRST FLOOR PLAN

UNIT 610: 3700 sq. ft. (including garage)

UNIT 611: 3700 sq. ft. (including garage)

UNIT 612: 3700 sq. ft. (including garage)

UNIT 613: 3700 sq. ft. (including garage)

Common Elements include: Landscaped Area, Paved Area, Stairs, Hallways, and other shared spaces.

Notes: 1. Each unit is identified by a number as shown. 2. The boundary lines of each unit are as follows: a. ... b. ... c. ... d. ... e. ... f. ... g. ... h. ... i. ... j. ... k. ... l. ... m. ... n. ... o. ... p. ... q. ... r. ... s. ... t. ... u. ... v. ... w. ... x. ... y. ... z. ... aa. ... ab. ... ac. ... ad. ... ae. ... af. ... ag. ... ah. ... ai. ... aj. ... ak. ... al. ... am. ... an. ... ao. ... ap. ... aq. ... ar. ... as. ... at. ... au. ... av. ... aw. ... ax. ... ay. ... az. ... ba. ... bb. ... bc. ... bd. ... be. ... bf. ... bg. ... bh. ... bi. ... bj. ... bk. ... bl. ... bm. ... bn. ... bo. ... bp. ... bq. ... br. ... bs. ... bt. ... bu. ... bv. ... bw. ... bx. ... by. ... bz. ... ca. ... cb. ... cc. ... cd. ... ce. ... cf. ... cg. ... ch. ... ci. ... cj. ... ck. ... cl. ... cm. ... cn. ... co. ... cp. ... cq. ... cr. ... cs. ... ct. ... cu. ... cv. ... cw. ... cx. ... cy. ... cz. ... da. ... db. ... dc. ... dd. ... de. ... df. ... dg. ... dh. ... di. ... dj. ... dk. ... dl. ... dm. ... dn. ... do. ... dp. ... dq. ... dr. ... ds. ... dt. ... du. ... dv. ... dw. ... dx. ... dy. ... dz. ... ea. ... eb. ... ec. ... ed. ... ee. ... ef. ... eg. ... eh. ... ei. ... ej. ... ek. ... el. ... em. ... en. ... eo. ... ep. ... eq. ... er. ... es. ... et. ... eu. ... ev. ... ew. ... ex. ... ey. ... ez. ... fa. ... fb. ... fc. ... fd. ... fe. ... ff. ... fg. ... fh. ... fi. ... fj. ... fk. ... fl. ... fm. ... fn. ... fo. ... fp. ... fq. ... fr. ... fs. ... ft. ... fu. ... fv. ... fw. ... fx. ... fy. ... fz. ... ga. ... gb. ... gc. ... gd. ... ge. ... gf. ... gg. ... gh. ... gi. ... gj. ... gk. ... gl. ... gm. ... gn. ... go. ... gp. ... gq. ... gr. ... gs. ... gt. ... gu. ... gv. ... gw. ... gx. ... gy. ... gz. ... ha. ... hb. ... hc. ... hd. ... he. ... hf. ... hg. ... hh. ... hi. ... hj. ... hk. ... hl. ... hm. ... hn. ... ho. ... hp. ... hq. ... hr. ... hs. ... ht. ... hu. ... hv. ... hw. ... hx. ... hy. ... hz. ... ia. ... ib. ... ic. ... id. ... ie. ... if. ... ig. ... ih. ... ii. ... ij. ... ik. ... il. ... im. ... in. ... io. ... ip. ... iq. ... ir. ... is. ... it. ... iu. ... iv. ... iw. ... ix. ... iy. ... iz. ... ja. ... jb. ... jc. ... jd. ... je. ... jf. ... jg. ... jh. ... ji. ... jj. ... jk. ... jl. ... jm. ... jn. ... jo. ... jp. ... jq. ... jr. ... js. ... jt. ... ju. ... jv. ... jw. ... jx. ... jy. ... jz. ... ka. ... kb. ... kc. ... kd. ... ke. ... kf. ... kg. ... kh. ... ki. ... kj. ... kk. ... kl. ... km. ... kn. ... ko. ... kp. ... kq. ... kr. ... ks. ... kt. ... ku. ... kv. ... kw. ... kx. ... ky. ... kz. ... la. ... lb. ... lc. ... ld. ... le. ... lf. ... lg. ... lh. ... li. ... lj. ... lk. ... ll. ... lm. ... ln. ... lo. ... lp. ... lq. ... lr. ... ls. ... lt. ... lu. ... lv. ... lw. ... lx. ... ly. ... lz. ... ma. ... mb. ... mc. ... md. ... me. ... mf. ... mg. ... mh. ... mi. ... mj. ... mk. ... ml. ... mm. ... mn. ... mo. ... mp. ... mq. ... mr. ... ms. ... mt. ... mu. ... mv. ... mw. ... mx. ... my. ... mz. ... na. ... nb. ... nc. ... nd. ... ne. ... nf. ... ng. ... nh. ... ni. ... nj. ... nk. ... nl. ... nm. ... nn. ... no. ... np. ... nq. ... nr. ... ns. ... nt. ... nu. ... nv. ... nw. ... nx. ... ny. ... nz. ... oa. ... ob. ... oc. ... od. ... oe. ... of. ... og. ... oh. ... oi. ... oj. ... ok. ... ol. ... om. ... on. ... oo. ... op. ... oq. ... or. ... os. ... ot. ... ou. ... ov. ... ow. ... ox. ... oy. ... oz. ... pa. ... pb. ... pc. ... pd. ... pe. ... pf. ... pg. ... ph. ... pi. ... pj. ... pk. ... pl. ... pm. ... pn. ... po. ... pp. ... pq. ... pr. ... ps. ... pt. ... pu. ... pv. ... pw. ... px. ... py. ... pz. ... qa. ... qb. ... qc. ... qd. ... qe. ... qf. ... qg. ... qh. ... qi. ... qj. ... qk. ... ql. ... qm. ... qn. ... qo. ... qp. ... qq. ... qr. ... qs. ... qt. ... qu. ... qv. ... qw. ... qx. ... qy. ... qz. ... ra. ... rb. ... rc. ... rd. ... re. ... rf. ... rg. ... rh. ... ri. ... rj. ... rk. ... rl. ... rm. ... rn. ... ro. ... rp. ... rq. ... rr. ... rs. ... rt. ... ru. ... rv. ... rw. ... rx. ... ry. ... rz. ... sa. ... sb. ... sc. ... sd. ... se. ... sf. ... sg. ... sh. ... si. ... sj. ... sk. ... sl. ... sm. ... sn. ... so. ... sp. ... sq. ... sr. ... ss. ... st. ... su. ... sv. ... sw. ... sx. ... sy. ... sz. ... ta. ... tb. ... tc. ... td. ... te. ... tf. ... tg. ... th. ... ti. ... tj. ... tk. ... tl. ... tm. ... tn. ... to. ... tp. ... tq. ... tr. ... ts. ... tt. ... tu. ... tv. ... tw. ... tx. ... ty. ... tz. ... ua. ... ub. ... uc. ... ud. ... ue. ... uf. ... ug. ... uh. ... ui. ... uj. ... uk. ... ul. ... um. ... un. ... uo. ... up. ... uq. ... ur. ... us. ... ut. ... uu. ... uv. ... uw. ... ux. ... uy. ... uz. ... va. ... vb. ... vc. ... vd. ... ve. ... vf. ... vg. ... vh. ... vi. ... vj. ... vk. ... vl. ... vm. ... vn. ... vo. ... vp. ... vq. ... vr. ... vs. ... vt. ... vu. ... vv. ... vw. ... vx. ... vy. ... vz. ... wa. ... wb. ... wc. ... wd. ... we. ... wf. ... wg. ... wh. ... wi. ... wj. ... wk. ... wl. ... wm. ... wn. ... wo. ... wp. ... wq. ... wr. ... ws. ... wt. ... wu. ... wv. ... ww. ... wx. ... wy. ... wz. ... xa. ... xb. ... xc. ... xd. ... xe. ... xf. ... xg. ... xh. ... xi. ... xj. ... xk. ... xl. ... xm. ... xn. ... xo. ... xp. ... xq. ... xr. ... xs. ... xt. ... xu. ... xv. ... xw. ... xx. ... xy. ... xz. ... ya. ... yb. ... yc. ... yd. ... ye. ... yf. ... yg. ... yh. ... yi. ... yj. ... yk. ... yl. ... ym. ... yn. ... yo. ... yp. ... yq. ... yr. ... ys. ... yt. ... yu. ... yv. ... yw. ... yx. ... yy. ... yz. ... za. ... zb. ... zc. ... zd. ... ze. ... zf. ... zg. ... zh. ... zi. ... zj. ... zk. ... zl. ... zm. ... zn. ... zo. ... zp. ... zq. ... zr. ... zs. ... zt. ... zu. ... zv. ... zw. ... zx. ... zy. ... zz.

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CAULFIELD & WHEELER, INC.
 Equal Opportunity - Consulting Engineers
 2700 N.W. 82nd Avenue, Suite 2
 Fort Lauderdale, Florida 33322 (305) 262-1901

EXHIBIT "B", PAGE 3 of 20
 ANNEXED TO AND MADE A PART OF THE
 DECLARATION OF CONDOMINIUM OF,
VILLA SONRISA TWO CONDOMINIUM

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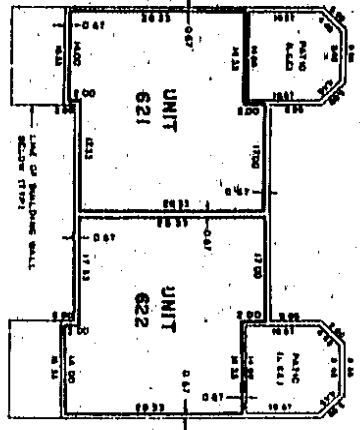
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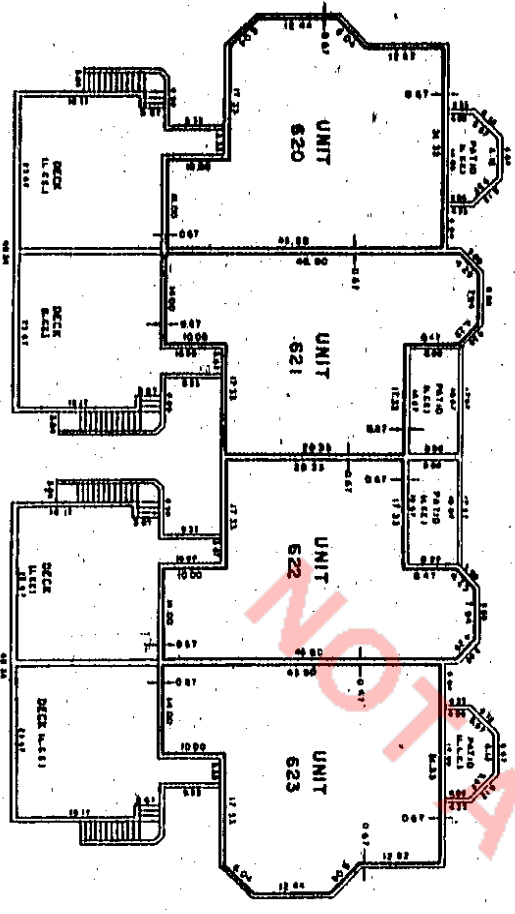
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VILLA SONRISA TWO CONDOMINIUM

BUILDING No. 6



THIRD FLOOR PLAN



SECOND FLOOR PLAN

- UNITED STATES OF AMERICA
1. THESE UNITS ARE BEING OFFERED AS A SINGLE UNIT.
 2. THE BOUNDARY LINES OF EACH UNIT ARE AS SHOWN.
 3. THE BOUNDARY LINES OF EACH UNIT ARE AS SHOWN.
 4. THE BOUNDARY LINES OF EACH UNIT ARE AS SHOWN.
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 19. THE BOUNDARY LINES OF EACH UNIT ARE AS SHOWN.
 20. THE BOUNDARY LINES OF EACH UNIT ARE AS SHOWN.

CAULFIELD & WHEELER, INC.
 Land Surveying - Consulting Engineers
 1200 W. Second Avenue
 Suite 200, Phoenix, AZ 85001
 Phone 502-1001

EXHIBIT "B", PAGE 4 OF 20
 ANNEXED TO AND MADE A PART OF THE
 DECLARATION OF CONDOMINIUM OF,
VILLA SONRISA TWO CONDOMINIUM

DATE: 11/11/19
 BY: J. D. GRAHAM
 TITLE: SURVEYOR
 FILE NO.: 7404

REVISIONS

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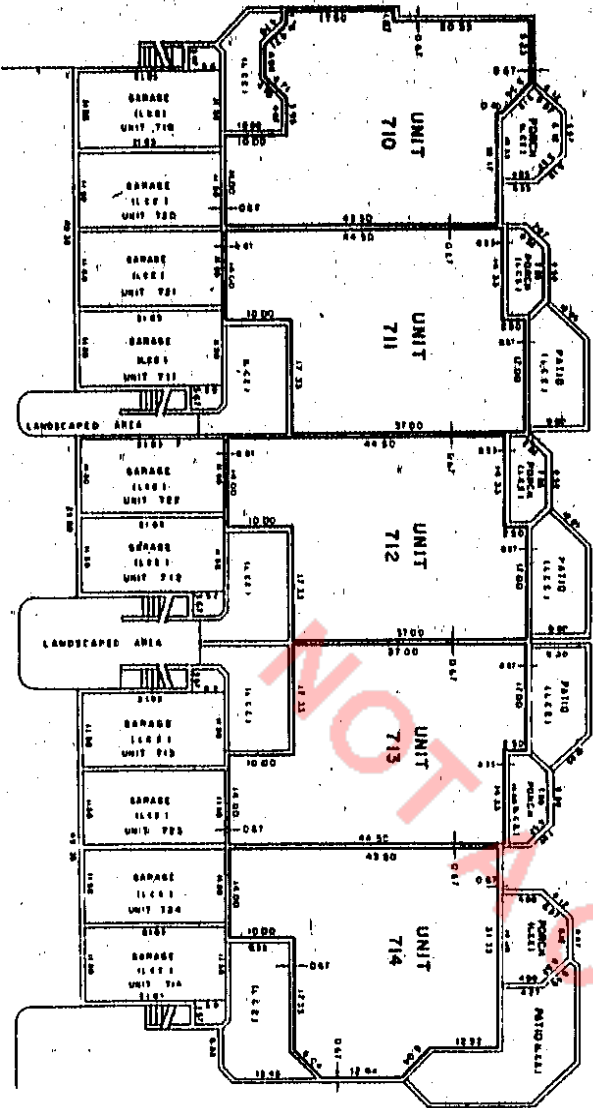
VILLA SONRISA TWO CONDOMINIUM

BUILDING No. 7



NOT CONSTRUCTED

FIRST FLOOR PLAN



UNIT 710:

1. UNIT 710 IS DEFINED AS A UNIT AS SHOWN ON THE FIRST FLOOR PLAN.
2. THE UNIT SHALL BE BOUND BY THE WALLS, CEILING AND FLOOR AS SHOWN ON THE FIRST FLOOR PLAN.
3. THE UNIT SHALL BE BOUND BY THE WALLS, CEILING AND FLOOR AS SHOWN ON THE FIRST FLOOR PLAN.
4. THE UNIT SHALL BE BOUND BY THE WALLS, CEILING AND FLOOR AS SHOWN ON THE FIRST FLOOR PLAN.
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9. THE UNIT SHALL BE BOUND BY THE WALLS, CEILING AND FLOOR AS SHOWN ON THE FIRST FLOOR PLAN.
10. THE UNIT SHALL BE BOUND BY THE WALLS, CEILING AND FLOOR AS SHOWN ON THE FIRST FLOOR PLAN.

EXHIBIT "B", PAGE 5 of 20
ANNEXED TO AND MADE A PART OF THE
DECLARATION OF CONDOMINIUM OF,
VILLA SONRISA TWO CONDOMINIUM

CAULFIELD & WHEELER, INC.
Land Services - Consulting Engineers
2000 W. Second Avenue, Suite 3
Fort Lauderdale, Florida 33322 (305) 552-1901

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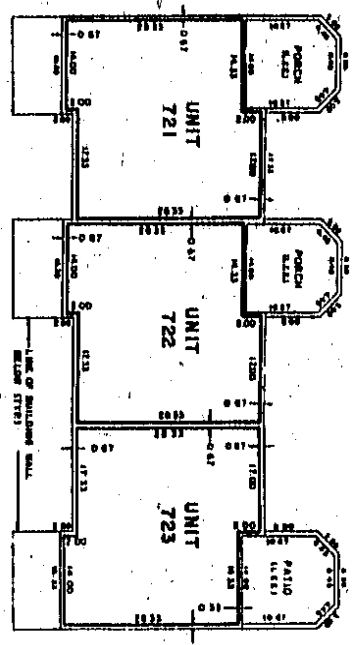
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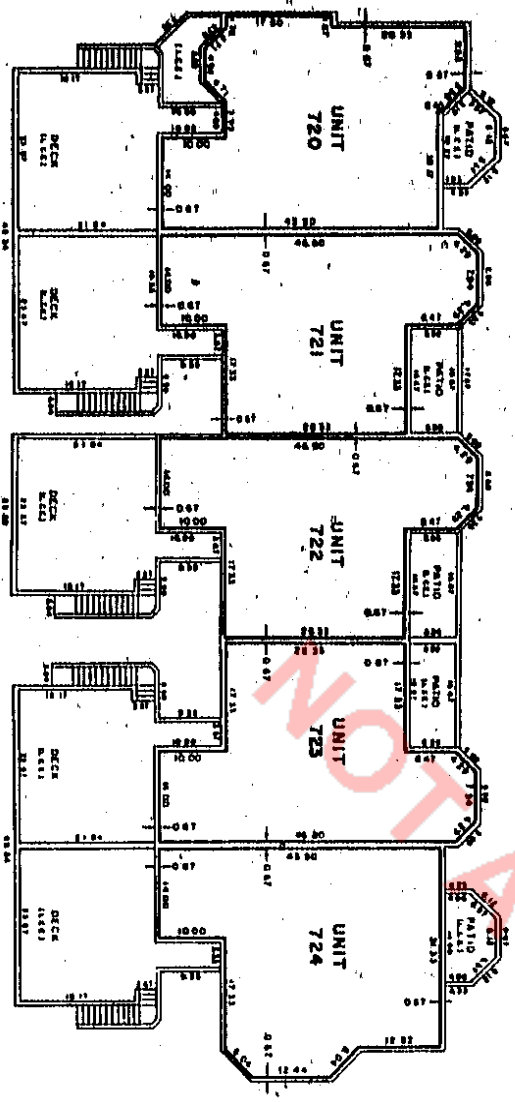
VILLA SONRISA TWO CONDOMINIUM

BUILDING No. 7

NOT CONSTRUCTED



THIRD FLOOR PLAN



SECOND FLOOR PLAN

- UNITED STATES:
1. EACH UNIT IS IDENTIFIED BY A NUMBER AS FOLLOWS:
 2. THE COMMON PARTS OF EACH UNIT ARE AS FOLLOWS:
 3. THE UNIT IS IDENTIFIED BY A NUMBER AS FOLLOWS:
 4. THE UNIT IS IDENTIFIED BY A NUMBER AS FOLLOWS:
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 10. THE UNIT IS IDENTIFIED BY A NUMBER AS FOLLOWS:

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CAULFIELD & WHEELER, INC.
 Land Surveyors & Consulting Engineers
 1200 W. 10th Street, Suite 100
 Fort Worth, Texas 76102 (817) 342-1111

EXHIBIT "B", PAGE 6 OF 20
 ANNEXED TO AND MADE A PART OF THE
 DECLARATION OF CONDOMINIUM OF
VILLA SONRISA TWO CONDOMINIUM

RECORDED 1992
 DATE: _____
 BY: _____
 COUNTY: _____
 FILE BOOK: 7-244

REVISION	DATE	BY

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 when signed.**

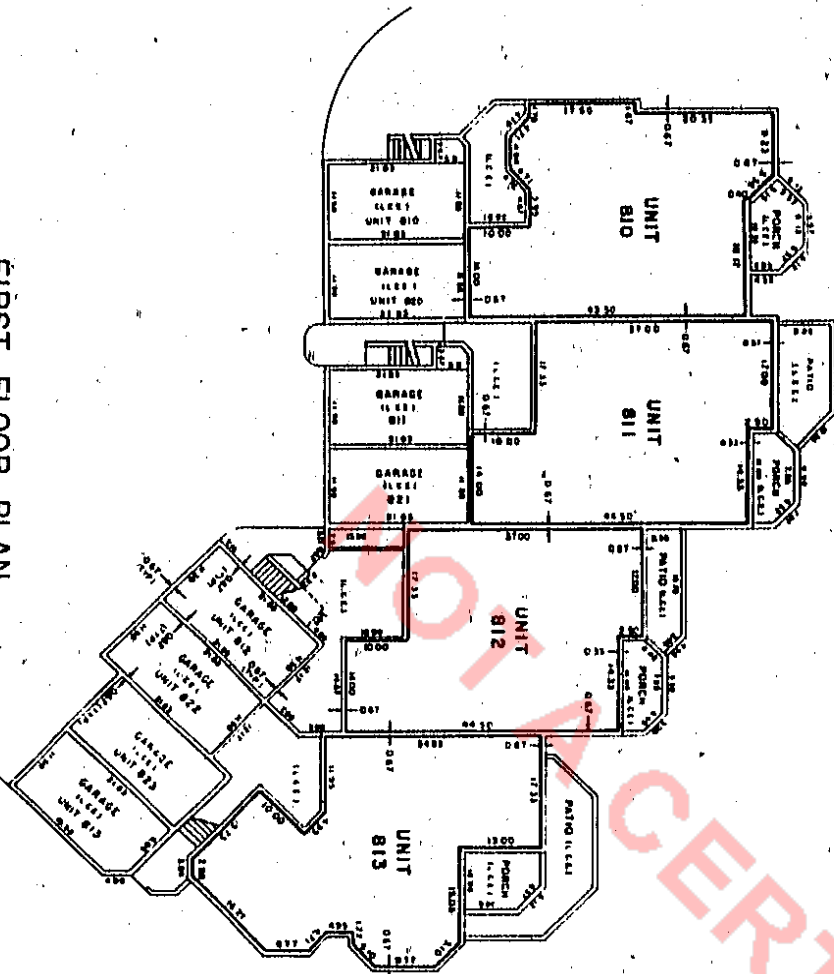
VILLA SONRISA TWO CONDOMINIUM

BUILDING No. 8

NOT CONSTRUCTED



FIRST FLOOR PLAN



OWNER'S NOTES:

1. EACH UNIT IS IDENTIFIED BY A NUMBER AS SHOWN.
2. THE DIMENSIONAL LINES OF EACH UNIT ARE AS FOLLOWS:
 - a. FROM THE INTERIOR FINISH SURFACE OF THE EXTERIOR WALL TO THE INTERIOR FINISH SURFACE OF THE EXTERIOR WALL.
 - b. FROM THE INTERIOR FINISH SURFACE OF THE EXTERIOR WALL TO THE INTERIOR FINISH SURFACE OF THE EXTERIOR WALL.
 - c. FROM THE INTERIOR FINISH SURFACE OF THE EXTERIOR WALL TO THE INTERIOR FINISH SURFACE OF THE EXTERIOR WALL.
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BELOW 49846

CAULFIELD & WHEELER, INC.
 Land Surveyors - Consulting Engineers
 1234 N.W. 10th Avenue, Suite 2
 Fort Lauderdale, Florida 33304
 Phone: (305) 555-1234

EXHIBIT "B", PAGE 7 of 20
 ANNEXED TO AND MADE A PART OF THE
 DECLARATION OF CONDOMINIUM OF
VILLA SONRISA TWO CONDOMINIUM

RECORD DATE: 177-01
 FILED DATE: 177-01
 APPROVED BY: [Signature]
 TITLE: [Title]

REVISIONS

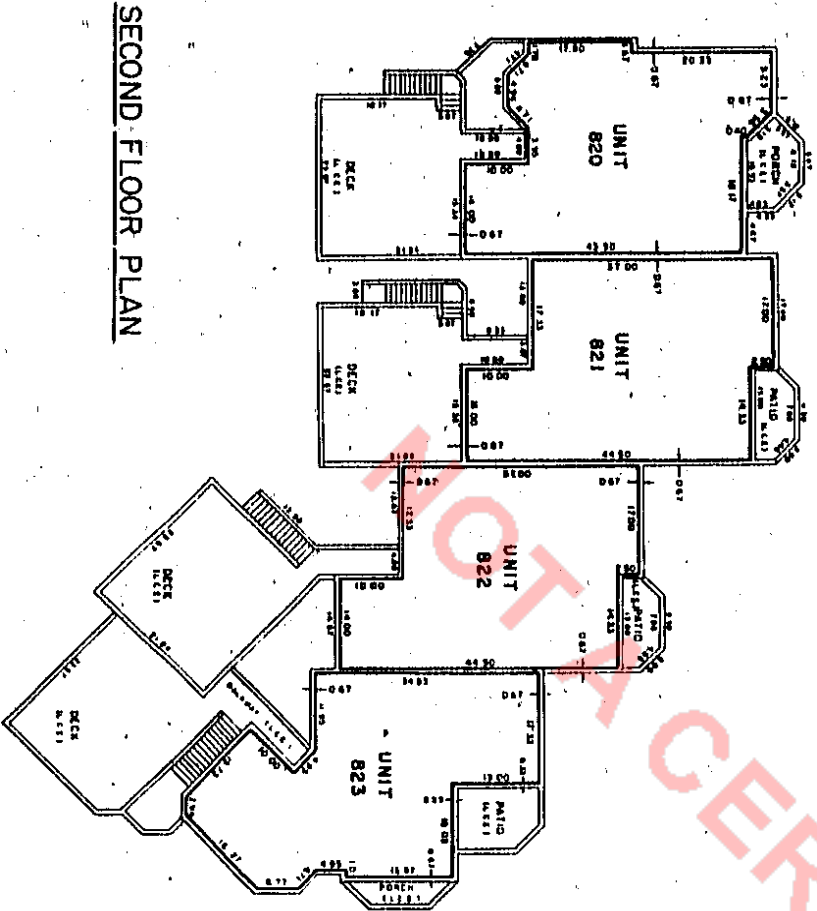
NO.	DATE	DESCRIPTION

FILED

VILLA SONRISA TWO CONDOMINIUM

BUILDING No. 8

NOT CONSTRUCTED



SECOND FLOOR PLAN

1. UNIT 820 IS IDENTIFIED BY A SYMBOL AS SHOWN.
2. THE PROPERTY LINES OF EACH UNIT ARE AS FOLLOWS:
3. THE PROPERTY LINES OF EACH UNIT ARE AS FOLLOWS:
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CAULFIELD & WHEELER, INC.
 Land Surveyors, Planning Engineers
 2700 N.W. Second Avenue, Suite 2
 Fort Lauderdale, Florida 33309 (305) 552-1001

EXHIBIT "B", PAGE 8 OF 20
 ANNEXED TO AND MADE A PART OF THE
 DECLARATION OF CONDOMINIUM OF
VILLA SONRISA TWO CONDOMINIUM

JANUARY 1988
 DATE
 K. A. GRAHAM
 DRAWN BY
 FILED BOOK 17448

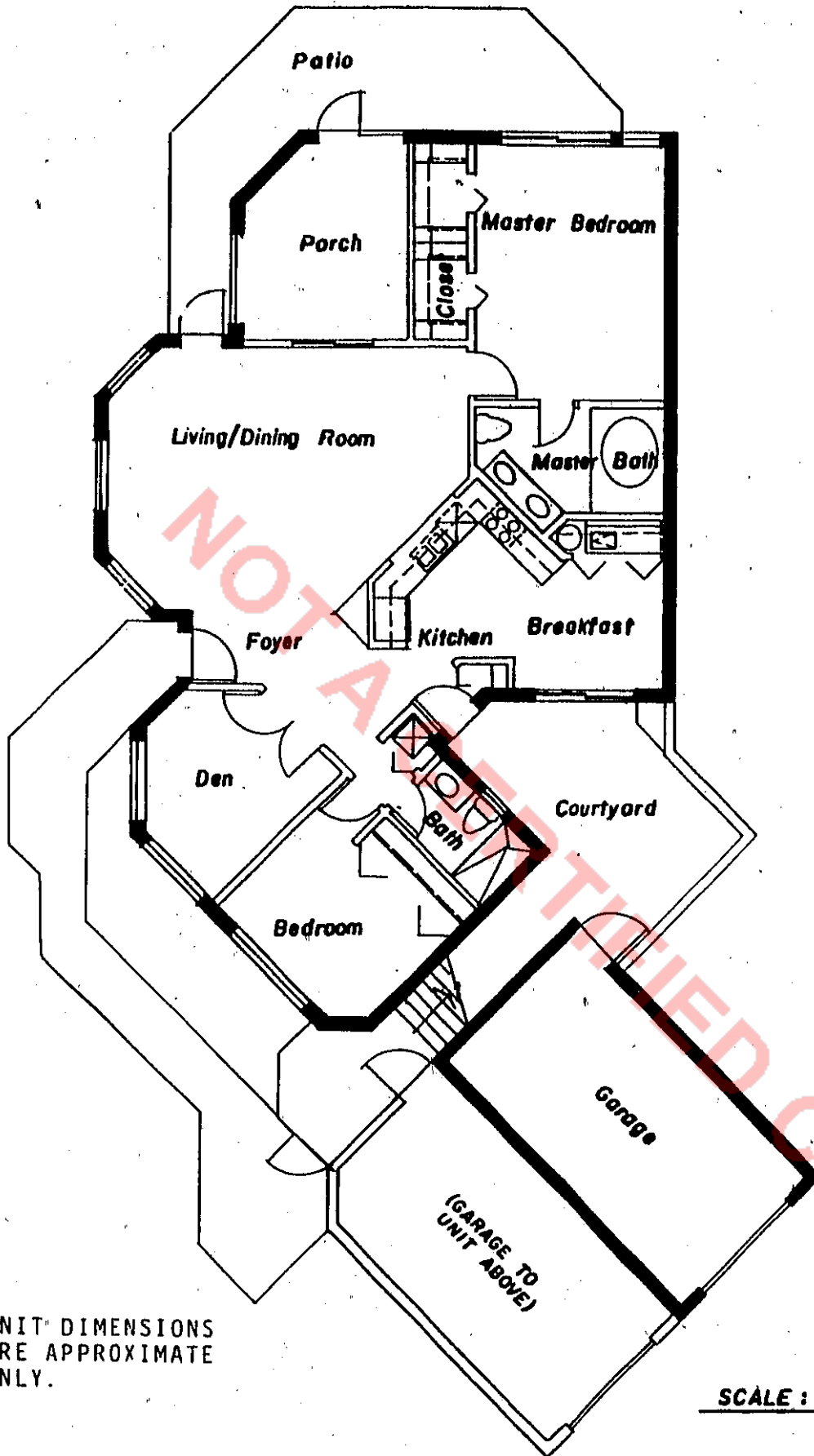
REVISIONS

FILED

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

04200 49348

VILLA SONRISA CONDOMINIUM



NOTE: UNIT DIMENSIONS ARE APPROXIMATE ONLY.

SCALE: 1" = 10"

UNIT ONE — FIRST FLOOR

B4564 P0741



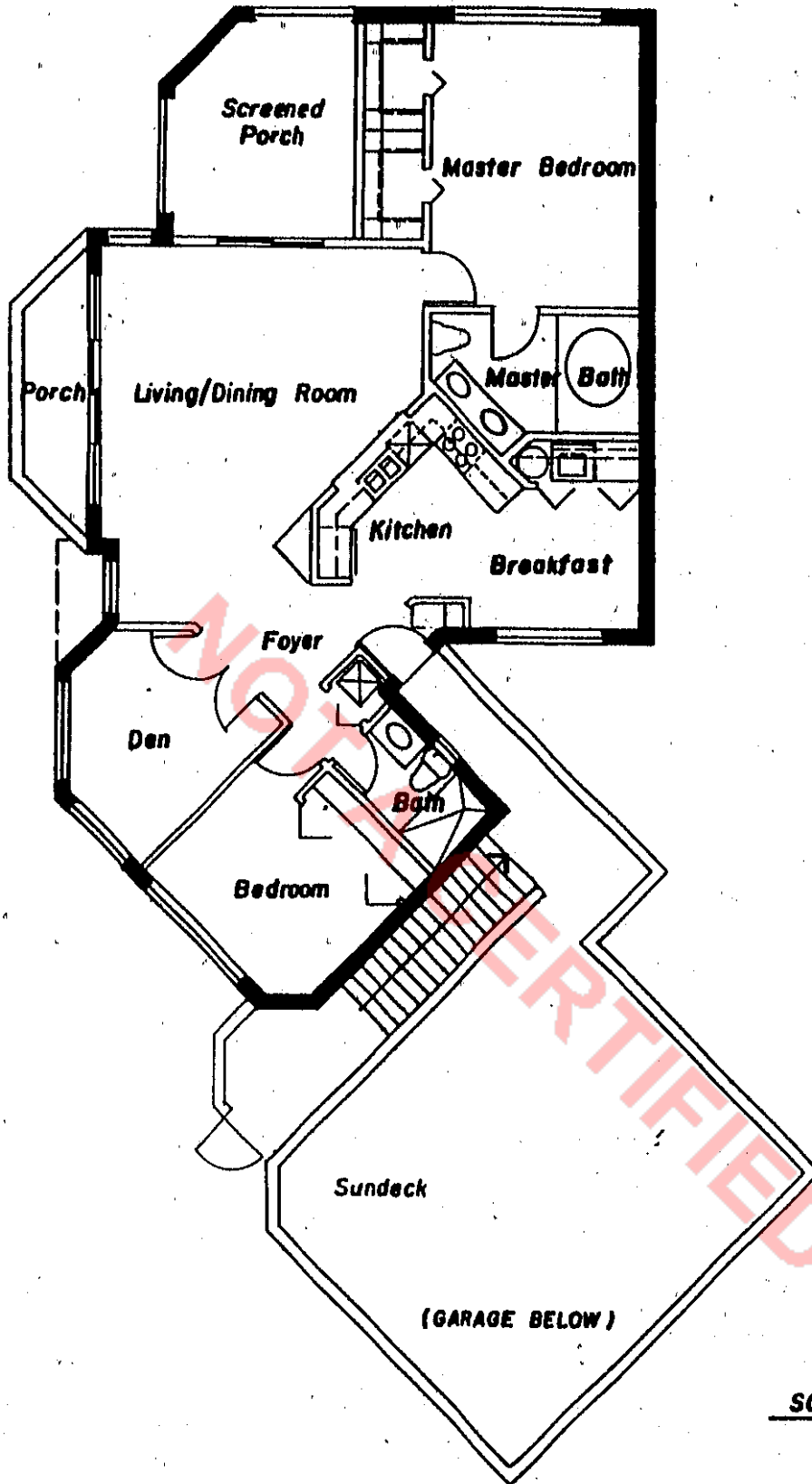
CAULFIELD & WHEELER, INC.
Land Surveyors · Consulting Engineers

2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F. B.	FILE

EXHIBIT "B", PAGE 9 OF 20

VILLA SONRISA CONDOMINIUM



SCALE : 1" = 10"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

UNIT ONE - SECOND FLOOR

B-1564 P-0742

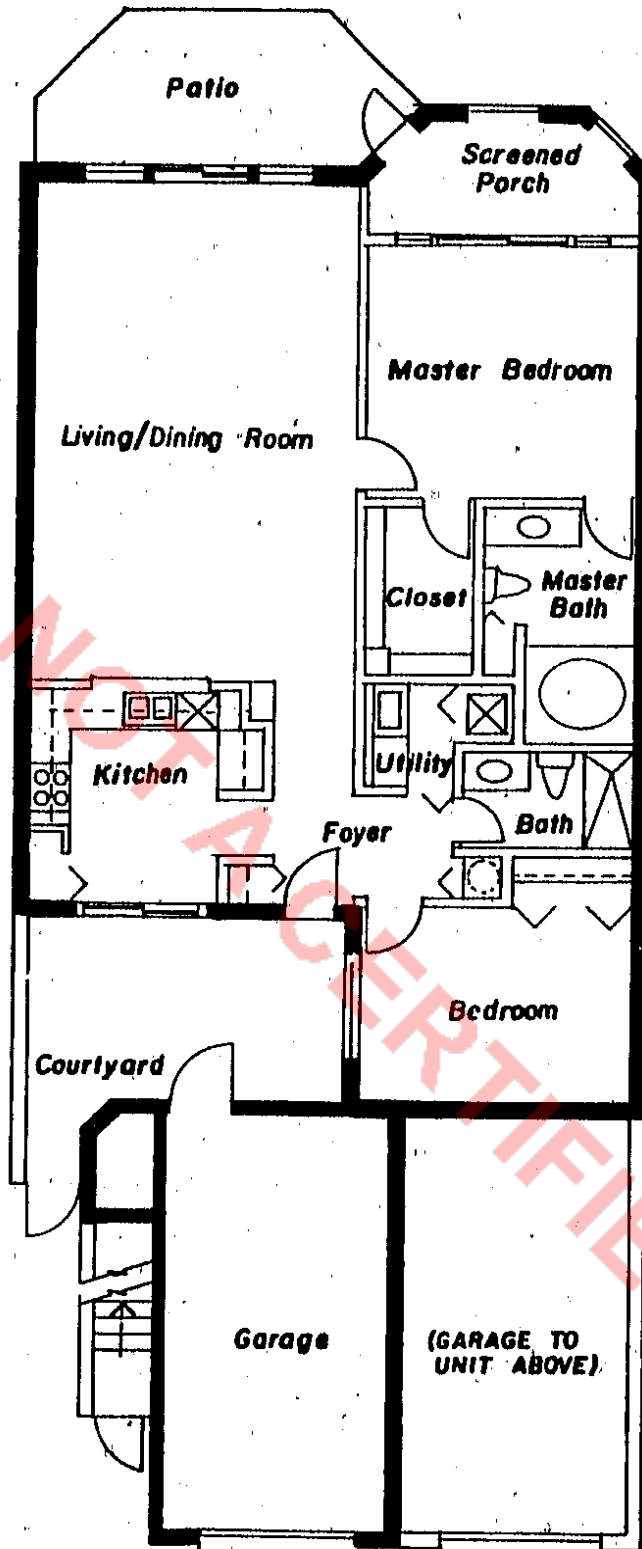


CAULFIELD & WHEELER, INC.
Land Surveyors - Consulting Engineers

2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F.B.	FILE
EXHIBIT "B", PAGE 10 of 20			

VILLA SONRISA CONDOMINIUM



SCALE: 1" = 10"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

UNIT TWO — FIRST FLOOR

B1564 P0793

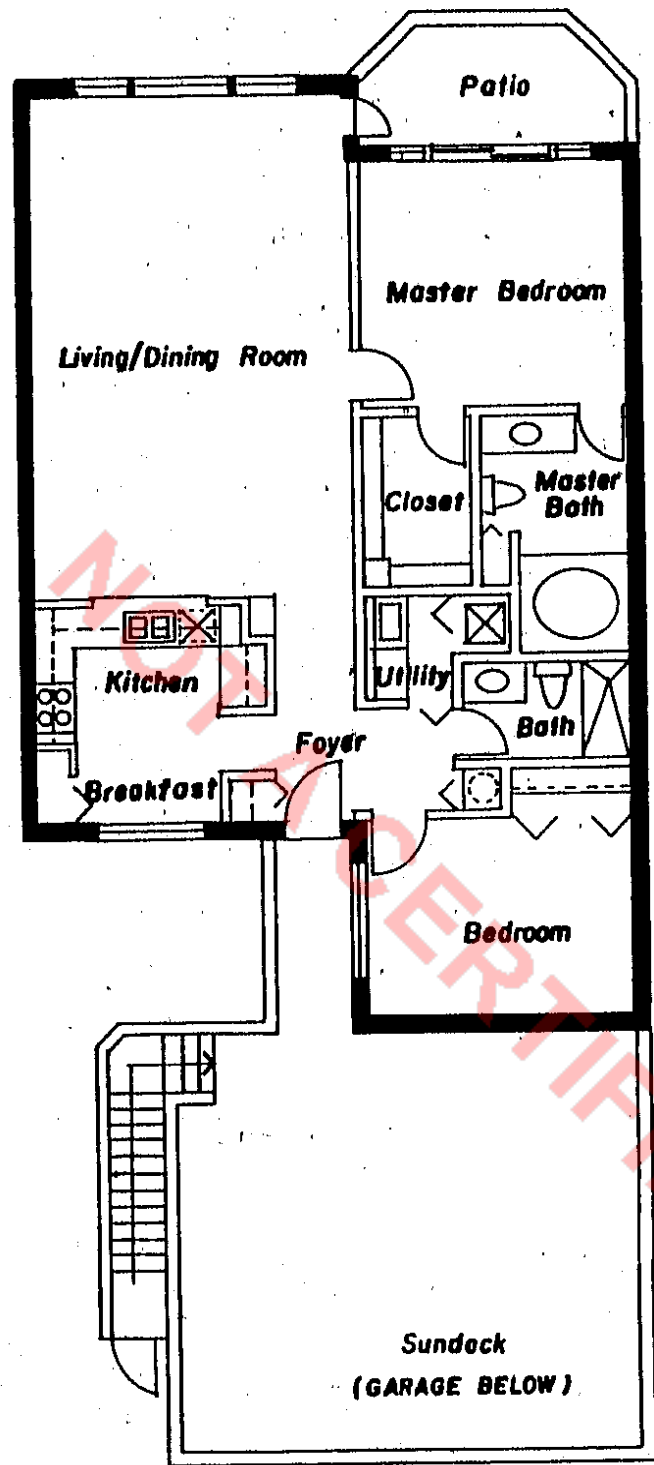


CAULFIELD & WHEELER, INC.
Lead Surveyors - Consulting Engineers

2290 N.W. Second Avenue Suite 3
 Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F.B.	FILE

VILLA SONRISA CONDOMINIUM



SCALE : 1" = 10"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

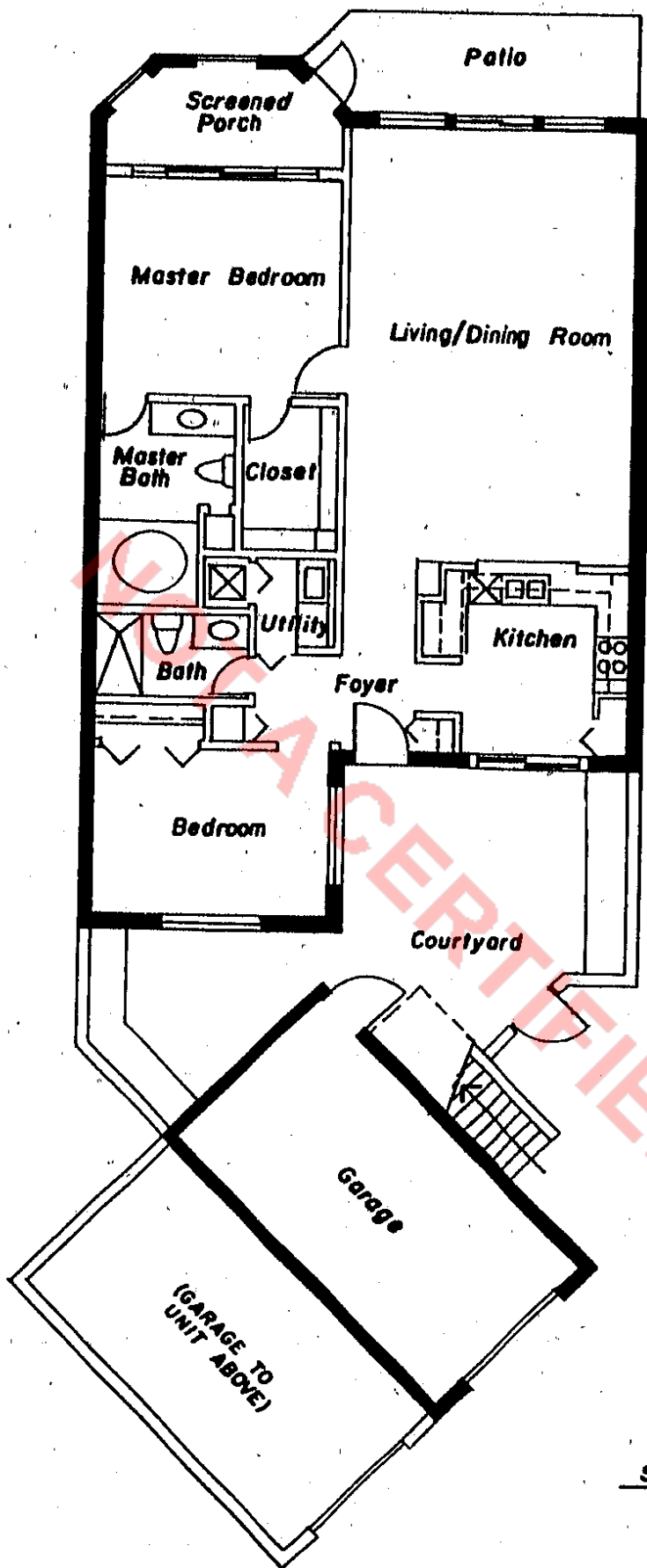
UNIT TWO—SECOND FLOOR

B9564 P0744

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DESCRIPTION	DATE	F.B.	FILE

VILLA SONRISA CONDOMINIUM



SCALE : 1" = 10"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

UNIT TWO—FIRST FLOOR (garage at 45° angle)

B7564 P0745



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Land Surveyors - Consulting Engineers

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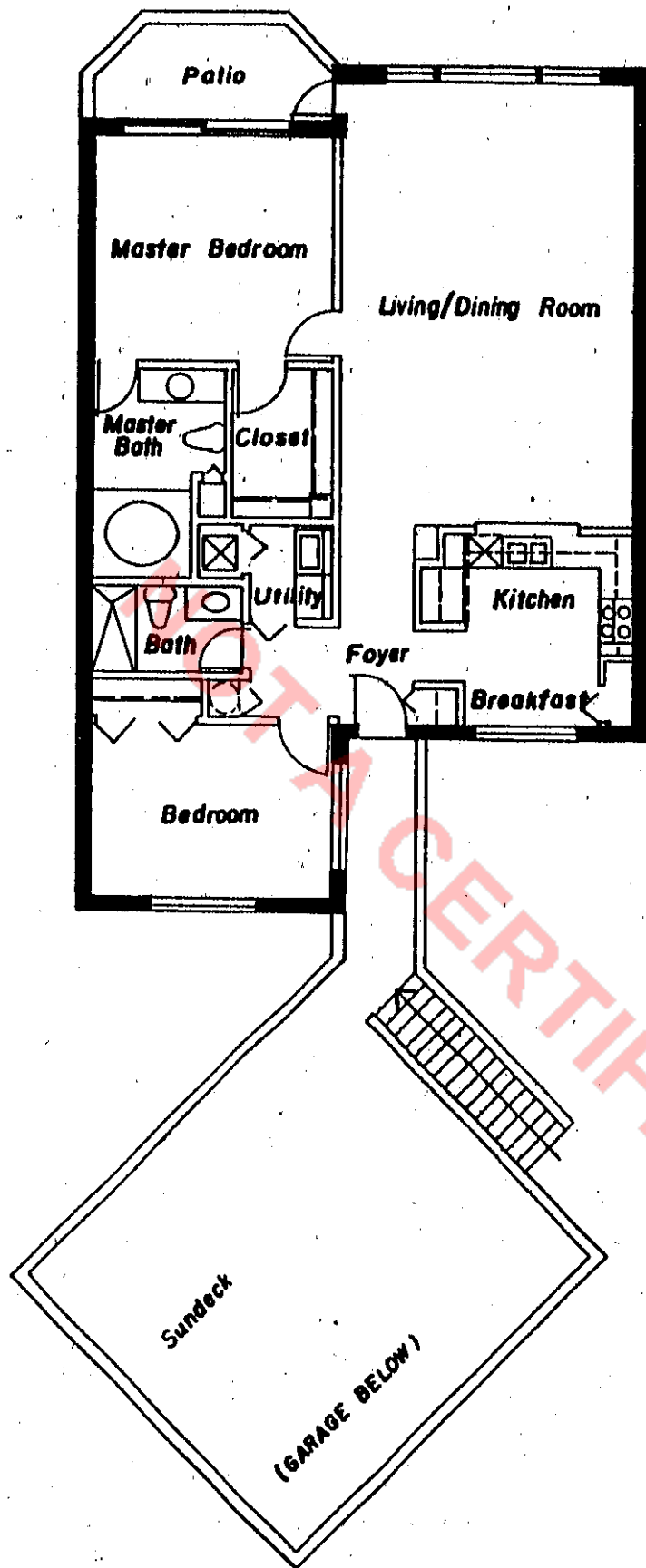
Boca Raton, Florida 33432

(305) 392-1991

DESCRIPTION	DATE	F. B.	FILE

EXHIBIT "B", PAGE 13 of 20

VILLA SONRISA CONDOMINIUM



SCALE: 1" = 10"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

UNIT TWO—SECOND FLOOR (porch at 45° angle)

B7564 P0746

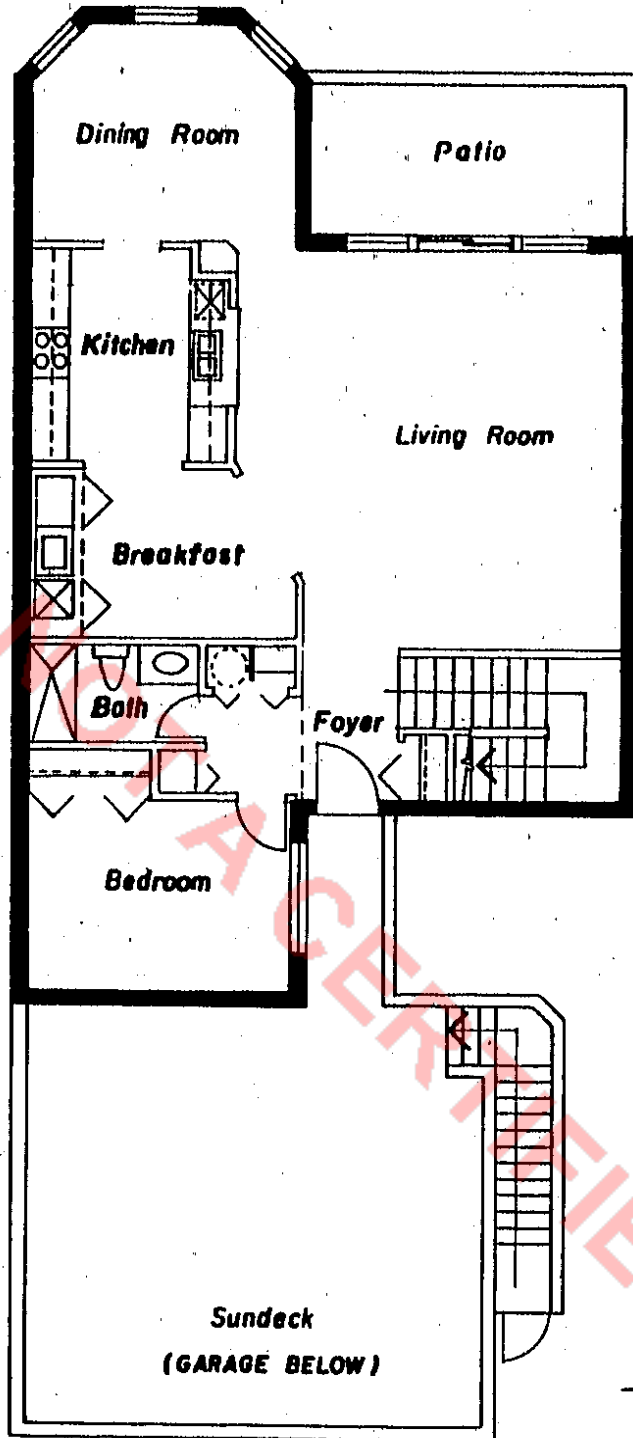


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DESCRIPTION	DATE	F.B.	FILE

VILLA SONRISA CONDOMINIUM



NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

UNIT THREE — SECOND FLOOR



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Land Surveyors - Consulting Engineers

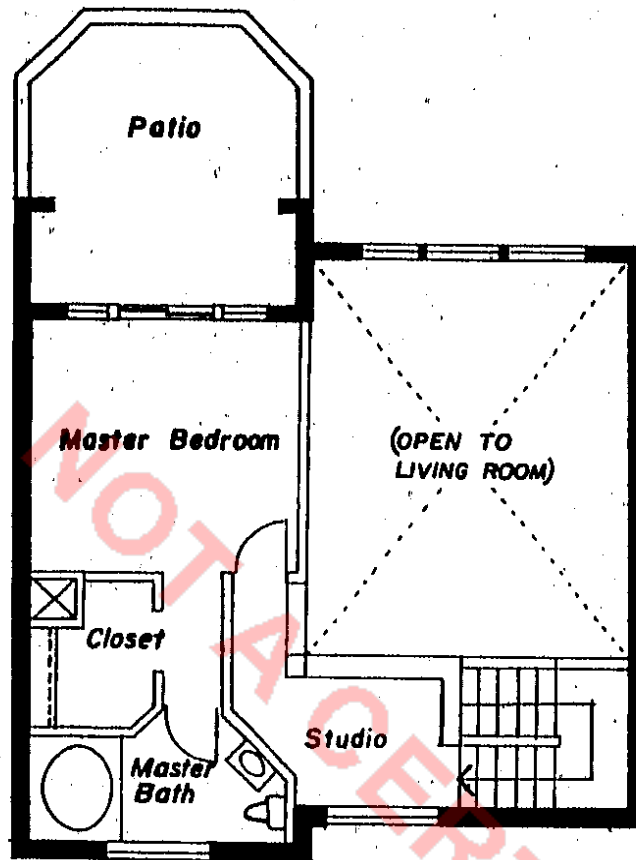
2290 N.W. Second Avenue Suite 3
Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F. B.	FILE

EXHIBIT "B", PAGE 15 of 20

B4664 P0747

VILLA SONRISA CONDOMINIUM



SCALE: 1" = 10"

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

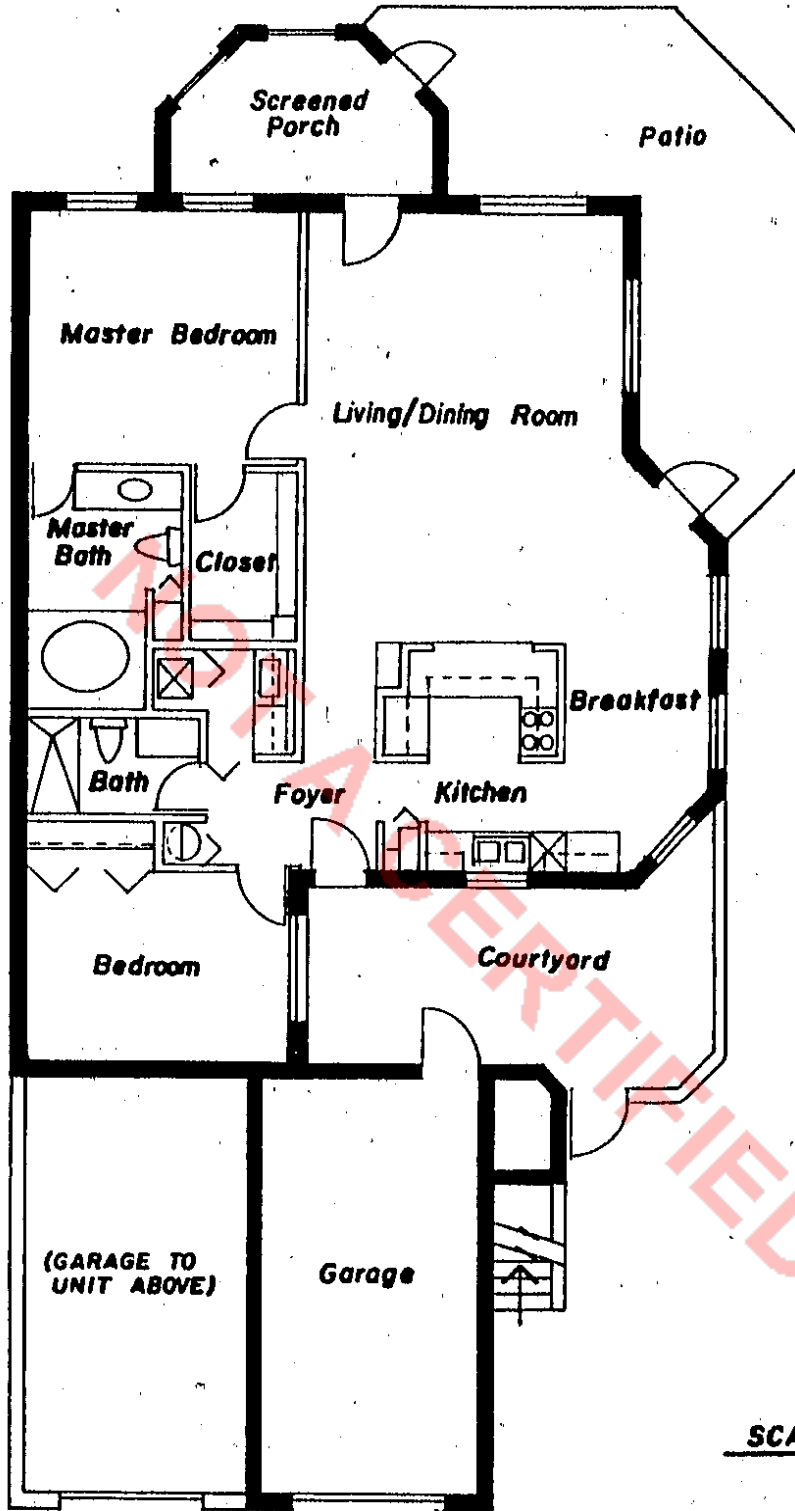
UNIT THREE — UPPER LEVEL

CW CAULFIELD & WHEELER, INC.
 Land Surveyors · Consulting Engineers
 2290 N.W. Second Avenue Suite 3
 Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F.B.	FILE

B5664 P0748

VILLA SONRISA CONDOMINIUM



NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

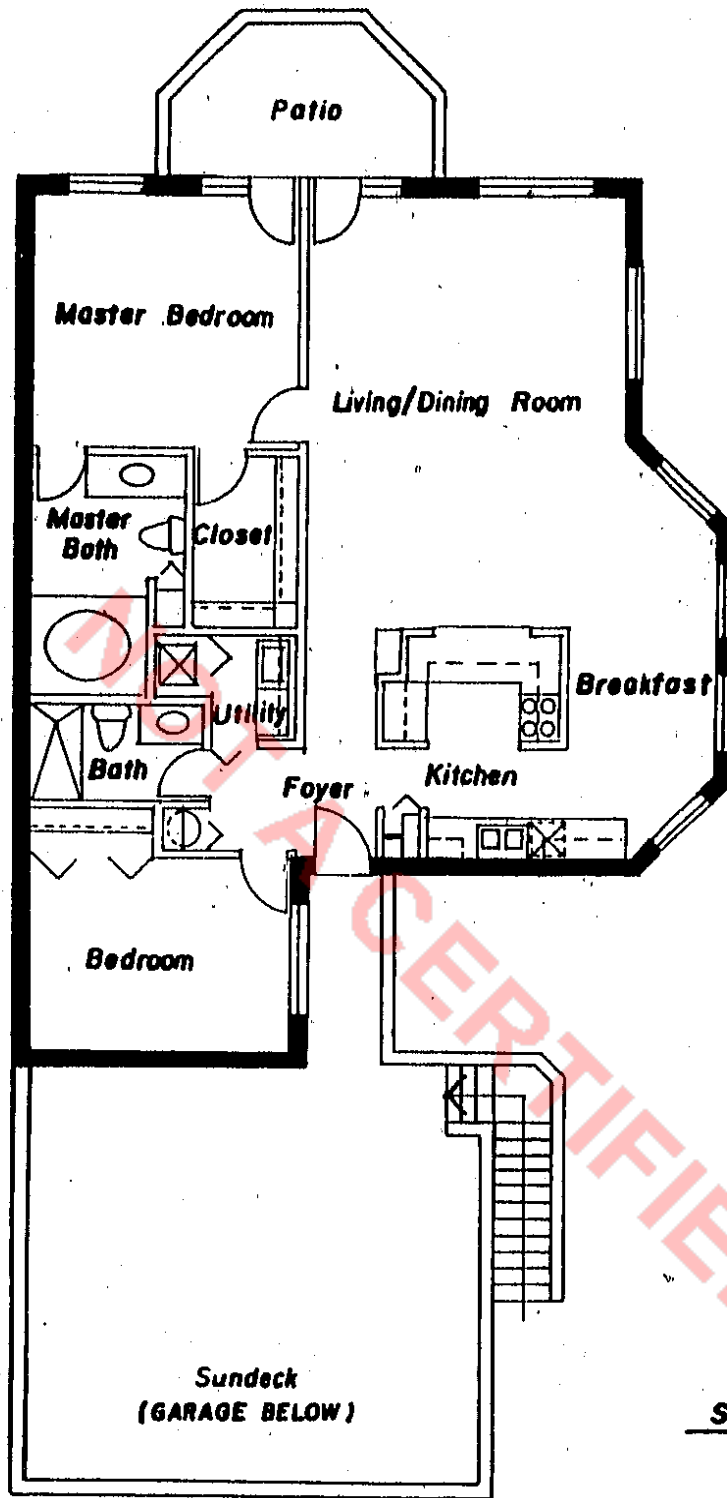
UNIT FOUR — FIRST FLOOR

CAULFIELD & WHEELER, INC.
 Land Surveyors - Consulting Engineers
 2290 N.W. Second Avenue Suite 3
 Boca Raton, Florida 33432. (305) 392-1991

DESCRIPTION	DATE	F. B.	FILE
EXHIBIT "B", PAGE 17 OF 20			

B*564 P0749

VILLA SONRISA CONDOMINIUM



NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

UNIT FOUR — SECOND FLOOR



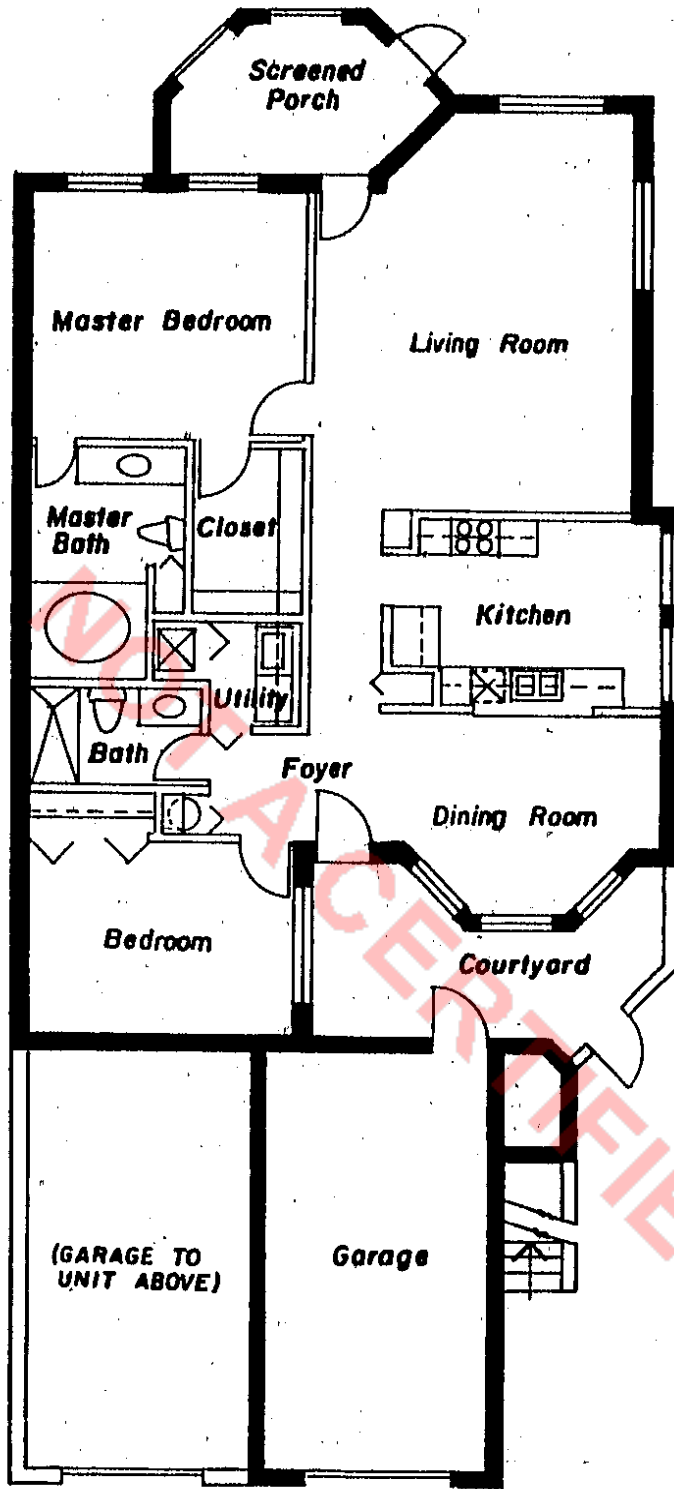
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Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F.B.	FILE
EXHIBIT "B", PAGE 18 of 20			

B7567 P0750

VILLA SONRISA CONDOMINIUM



SCALE: 1" = 10'

NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

UNIT FIVE — FIRST FLOOR



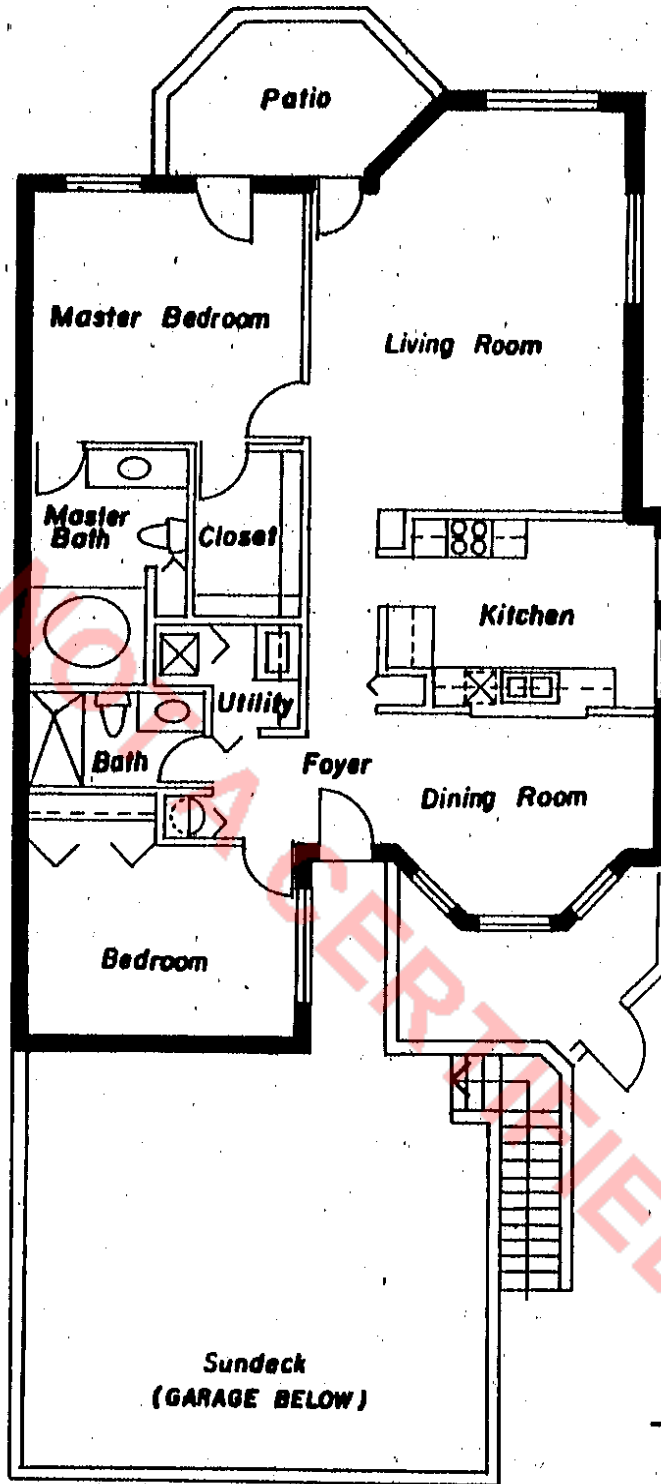
CAULFIELD & WHEELER, INC.
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Boca Raton, Florida 33432 (305) 392-1991

DESCRIPTION	DATE	F. B.	FILE

B9864 P0751

VILLA SONRISA CONDOMINIUM



NOTE: UNIT DIMENSIONS SHOWN ARE APPROXIMATE ONLY.

UNIT FIVE — SECOND FLOOR



CAULFIELD & WHEELER, INC.

Land Surveyors • Consulting Engineers

2290 N.W. Second Avenue Suite 3

Boca Raton, Florida 33432

(305) 392-1991

DESCRIPTION

DATE

F.B.

FILE

EXHIBIT "B", PAGE 20 of 20

B7557 P0752

RGH/BJB
4/25/85
101-0409-1

EXHIBIT "C" TO THE
DECLARATION OF CONDOMINIUM OF
VILLA SONRISA TWO CONDOMINIUM

ARTICLES OF INCORPORATION

NOT A CERTIFIED COPY

BRUSH 90783

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

VILLA SONRISA TWO CONDOMINIUM ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on April 5, 1985.

The charter number for this corporation is N08564. A NON-PROFIT ORGANIZATION.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 5th day of April 1985.



A handwritten signature in black ink, appearing to read 'George Firestone'.

George Firestone
Secretary of State

WP-104 CER-101

89564 80754

FILED
1985 APR -5 IN 10-24
SECRETARY OF STATE
MIAMI, FLORIDA

ARTICLES OF INCORPORATION
OF
VILLA SONRISA TWO 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 TWO CONDOMINIUM ASSOCIATION, INC., ("Association.")

ARTICLE II

DEFINITIONS

Unless the context shall mean otherwise, the terms used herein and in the Bylaws shall have the same meaning, if any, as that ascribed to them in the Declaration of Condominium of Villa Sonrisa Two, 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 TWO, 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.

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

52104 49985

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

LELAND DEVELOPMENT, INC., a Florida corporation, of 1200 Corporate Place, Boca Raton, Florida, 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>
Susan E. McGee	1200 Corporate Place Boca Raton, FL 33432
Lynn DeGrado	1200 Corporate Place Boca Raton, FL 33432
Leon Glidewell	1200 Corporate Place Boca Raton, FL 33432

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>
LEON GLIDEWELL	President	1200 Corporate Place Boca Raton, FL 33432
SUSAN MCGEE	Vice-President	1200 Corporate Place Boca Raton, FL 33432
LYNN DeGRADO	Secretary/ Treasurer	1200 Corporate Place Boca Raton, FL 33432

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.

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

1504 1987

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 1200 Corporate Place, Boca Raton, Florida 33432, or at such other

84564 P0758

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

BYLAWS
OF
VILLA SONRISA TWO CONDOMINIUM ASSOCIATION, INC.

NOT A CERTIFIED COPY

BYLAWS
OF
VILLA SONRISA TWO CONDOMINIUM ASSOCIATION, INC.
A NOT FOR PROFIT FLORIDA CORPORATION

ARTICLE I

IDENTITY

These are the Bylaws of VILLA SONRISA TWO 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 TWO CONDOMINIUM (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these Bylaws, the Articles of Incorporation and the Declaration of Condominium to which these Bylaws 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 three (3) persons. 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 (15%) percent of the Units in the Condominium are sold and closed, at which time one (1) 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 two (2) Directors either three (3) months after ninety (90%) percent of the Units have been sold; three (3) years after fifty (50%) percent of the units have been sold; or when all of the Units have been completed, some of them have been conveyed to Purchasers and none of the Units are being offered for sale by the Developer in the ordinary course of business, 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 (5%) percent 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, Devel-

oper 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 as follows:

(1) Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by written, secret ballot. There shall be no cumulative voting. The election of each Director shall be separate and shall require a plurality of the votes of those persons voting in each election. All of the Directors shall be elected at the same meeting.

(2) 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.

2. Officers.

The officers of the Association shall consist of a President, a Vice President, 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 and ensuing annual meeting of the Board of Directors 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

B7564 P0762

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)(g), 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 Bylaws 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 Bylaws, or by law; and the aforementioned powers of the Association shall include, but not be limited to, the following:

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

2. The power to levy and collect assessments, based on a budget formally adopted by the Board of Directors, and upon the good faith business judgment of the Board during the course of the fiscal year. 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.

3. The power to acquire, operate, lease, manage and in 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.

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

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

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

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

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

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

10. 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.

11. The power to improve the Condominium property, subject to the limitations of the Declaration.

12. The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the Declaration, and the Rules and Regulations duly promulgated by the Association.

13. 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.

14. 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.

15. The power to deal with and approve or disapprove all conveyances or leases of condominium units as provided for under the Declaration.

16. 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 Bylaws.

17. 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.

18. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration to which these Bylaws are attached.

19. 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.

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 orders 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 representatives, and Directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. 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, a summary of the financial transactions and condition 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. Except as provided in the Articles of Incorporation, membership in the Association is limited to Owners of Condominium Units in the Condominium. Membership is automatically conferred upon acquisition of a Condominium Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declaration of Condominium for transfer of membership upon the death of a member.

2. If a Condominium Unit is owned by more than one Owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or the proper corporate officer) of said unit, filed with the Secretary of the Association. In the absence of such a writing, such vote shall not be counted except that a Voting Certificate shall not be required when a unit is owned by a husband and his wife only.

3. Membership in the Association may be transferred only as an incident to the transfer of title to the Condominium Unit.

4. Membership shall terminate upon the transfer of title to a Condominium Unit.

ARTICLE VII

MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

1. Meetings of Members.

A. Annual meetings: The first annual meeting of the Association shall be held one (1) year after the date of the adoption of these Bylaws. Thereafter, the annual meeting of the Association shall be held at least once every twelve-month period at such time(s) as determined 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 Bylaws. The members may also transact such other business of the Association as may properly come before the meeting. The annual meetings of the Association shall be held at the office of the Association or such other place as determined by the Board of Directors.

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 (10%) percent 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 (10%) percent 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) but not more than forty (40) days prior to such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, the Secretary shall retain the post office certificate of mailing 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 48 hours 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 thirty (30) 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 115% of the assessments for the preceding year, the Board of Directors, upon written application of ten (10%) percent 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. In determining whether assessments exceed 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: The presence at the meeting of Members entitled to cast forty percent (40%) of the votes, either in person or by proxy, 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 48 hours from the time the original meeting was called.

G. At every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one 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 a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies: A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. 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.

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, in which event no notice need be sent to the Directors once said schedule has been adopted.

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 meetings: Notice of the time and purpose of regular 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 48 hours prior to the meeting, except in cases of emergency.

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 VIII

PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the Bylaws 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 Election;
- 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 and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration 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.

3. Regular assessments shall be paid by the members on a monthly basis, payable in advance on the first day of each and every month, 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 as determined by the Board of Directors, unless the Declaration shall otherwise provide.

5. When the Board of Directors has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each Condominium Unit Owner. All such payments shall be made payable to Villa Sonrisa Two 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 a rate of interest set by resolution of the Board of Directors, which rate shall not exceed the legal rate. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a \$25.00 late charge against the defaulting Unit Owner.

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 and these Bylaws. Each Unit Owner shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys' fees and costs 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.

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Dade, 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, which records shall be opened to inspection by Unit Owners at reasonable times. Such records shall include 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, in a register for the names for any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default, if required.

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 pursuant to the provisions of the Declaration.

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 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

VIOLATIONS AND DEFAULTS

In the event of a violation, other than nonpayment of an assessment by a Unit Owner, of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association, the Articles of Incorporation, the Management Agreement 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 attorneys' fees. If the Association elects to enforce its lien by foreclosure, the Condominium Unit Owner 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. In the event no proceedings are instituted, but the services of an attorney or expert is required by reason of such default, the violating Unit Owner shall be responsible for all such fees, costs and expenses and all other costs incurred by the Association to compel compliance with the Declaration, its Exhibits, or the Articles.

ARTICLE XIII

AMENDMENT OF BYLAWS

Subject always to the provisions of the Declaration of Condominium, these Bylaws may be amended, modified or rescinded in accordance with the Declaration 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 75% vote 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 are met in full, in the appropriate cases. Notice may be waived in writing by any member. Amendments to these Bylaws 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. No amendment which affects the Developer may be adopted or become effective without the prior written consent of the affected Developer. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws 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 Bylaw. See Bylaw Article _____ for present text." Non-material errors or omissions in the Bylaw 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 Bylaws, 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 XIV

VALIDITY AND PRIORITY

If any portion of the Bylaws shall be adjudged invalid, such fact shall not effect the validity of any other Bylaw. In the event of a conflict between these Bylaws and the Articles of Incorporation and/or the Declaration, the Declaration shall control.

* * * * *

Adopted: _____

4/25/85
101-0409-3

EXHIBIT "E" TO THE
DECLARATION OF CONDOMINIUM OF
VILLA SONRISA TWO CONDOMINIUM

UNDIVIDED SHARES IN COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS

NOT A CERTIFIED COPY

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UNDIVIDED SHARES IN COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS

<u>UNIT NO.</u>	<u>SHARE</u>
<u>610</u>	<u>1/26</u>
<u>611</u>	<u>1/26</u>
<u>612</u>	<u>1/26</u>
<u>613</u>	<u>1/26</u>
<u>620</u>	<u>1/26</u>
<u>621</u>	<u>1/26</u>
<u>622</u>	<u>1/26</u>
<u>623</u>	<u>1/26</u>
<u>710</u>	<u>1/26</u>
<u>711</u>	<u>1/26</u>
<u>712</u>	<u>1/26</u>
<u>713</u>	<u>1/26</u>
<u>714</u>	<u>1/26</u>
<u>720</u>	<u>1/26</u>
<u>721</u>	<u>1/26</u>
<u>722</u>	<u>1/26</u>
<u>723</u>	<u>1/26</u>
<u>724</u>	<u>1/26</u>
<u>810</u>	<u>1/26</u>
<u>811</u>	<u>1/26</u>
<u>812</u>	<u>1/26</u>
<u>813</u>	<u>1/26</u>
<u>820</u>	<u>1/26</u>
<u>821</u>	<u>1/26</u>
<u>822</u>	<u>1/26</u>
<u>823</u>	<u>1/26</u>

87364 P0776

5/9/85
101-0409-4

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

RULES AND REGULATIONS

NOT A CERTIFIED COPY

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EXHIBIT "F"

TO

DECLARATION OF CONDOMINIUM OF

VILLA SONRISA TWO CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the 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 Bylaws of the Association. Violations may be remedied by the Association 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 revocable 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 by their guests or lessees with these Rules and Regulations.

2. COMMON ELEMENTS: The Common Elements of the Condominium are for the exclusive use of Unit Owners (except as provided in the Declaration), their approved lessees and guests accompanied by a Unit Owner. Any damage to the Buildings, or other Common Elements 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 cover-

ing installed by the Developer. Ceramic tile or marble may only be installed in bathroom and kitchen areas of a unit if such tile or marble is set upon a sound proofing bed approved by the Developer or the Condominium Association.

4. OBSTRUCTIONS: Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors and halls 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, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the Condominium without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the Condominium or the roof thereon.

5. CHILDREN: Children shall not play in the courtyards or stairways. Reasonable supervision must be exercised when children are playing on the grounds.

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

7. EXTERIOR APPEARANCE: The exterior of the Condominium and all other areas appurtenant to the Condominium 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, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium 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 white or off-white, black out type liners used, which liners must be approved by the Association.

8. CLEANLINESS: All garbage and refuse from the Condominium 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.

9. BALCONIES AND TERRACES: As used in these Rules and Regulations, the term "balconies" shall include patios and porches, either screened or unscreened; and the term "terraces" shall include sundecks.

A. 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, terraces 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. 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.

B. Cooking is allowed only in the uncovered portion of a Unit's Limited Common Elements as follows: (1) in the courtyard of ground floor units; and (2) on the sundeck of the second floor units. Cooking is expressly prohibited on balconies (as defined herein) and in any area under any overhang, roof, deck, stairwell, screening, awning, or any other material or structure which covers or is intended to cover an area of a courtyard or sundeck from the elements. Only gas grills are to be used for outdoor cooking. Grills or any cooking apparatus which burns wood or charcoal is prohibited.

10. GARAGE AREAS: Unit Owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard, that would be subject to being infested or subject to spoilage.

11. EMERGENCY ENTRY: In case of any emergency originating in or threatening any Unit, 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 Unit for the purpose of remedying or abating the cause of such emergency.

12. BICYCLES: Bicycles must be placed or stored in garage spaces.

13. 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 resulting from misuse of same shall be borne by the unit owner causing the damage.

14. TRASH DISPOSAL: All refuse, waste, bottles, cans, etc., shall be securely wrapped in plastic garbage bags and placed in a covered container. All trash cans shall be placed in the place(s) at the times (s) designated by the Association for collection by the appropriate agency.

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

16. 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.

17. EMPLOYEES: Employees of the Association and employees of any management firm shall not be sent out of the Building 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.

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

19. 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:

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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 designatee with the name of such firm or individual. The designated firm or individual shall contact any management firm or other designatee for permission to install or to remove hurricane shutters.

22. 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 and lessees.

23. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS: No trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any portion of the Properties, except only during the periods of approved construction, and except that they may be stored within garages. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. Developer may elect to include a storage area for such vehicles within the Properties and, in such event, all such vehicles, boats, etc. must be stored within such area or within the garage.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of VILLA SONRISA TWO CONDOMINIUM, and the Bylaws 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 TWO
CONDOMINIUM ASSOCIATION, INC.

By: _____

KGM/djs
05/28/85
101-0723-1

CONSENT

The undersigned, as holder of the following described Mortgage hereby consents to the Declaration of Condominium of VILLA SONRISA ONE CONDOMINIUM to which this Consent is attached; and, subordinates the lien of its mortgage to the condominium regime established by the Declaration:

Mortgage between Villa Sonesta (now known as Villa Sonrisa, a Florida joint venture consisting of Goldome Boca Pointe, Inc., a Florida corporation and Leland Development Inc., a Florida corporation, as Mortgagors and Goldome Realty Credit Corp., a Maryland corporation as Mortgagee recorded January 26, 1984, in Official Records Book 4145 at Page 243 of the Public Records of Palm Beach County, Florida, securing the original principal sum of \$7,650,000.

IN WITNESS WHEREOF the undersigned has executed this Consent on this 29 day of May, 1985.

Signed, sealed and delivered in the presence of:

GOLDOME REALTY CREDIT CORP.
a Maryland corporation

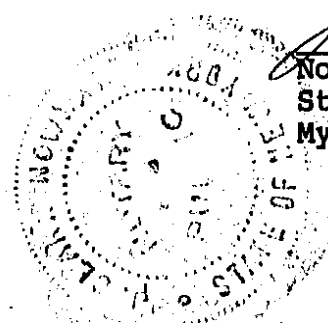
Luzan Atwood
Ronald L. Tiffany

By: William M. Flour
Vice President

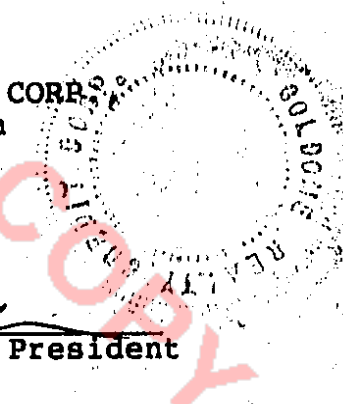
STATE OF New York)
) SS:
COUNTY OF Erie)

The foregoing instrument was acknowledged before me this 29 day of May, 1985, by William M. Flour as Vice President of Goldome Realty Credit Corp., a Maryland corporation on behalf of the corporation.

J. Clark Nowlan
Notary Public,
State of ~~Florida~~ New York,
My Commission Expires:



J. CLARK NOWLAN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1988



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

8786 90701