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and should be returned to:  
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**CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM OF  
PORTS O'CALL CONDOMINIUM NUMBERS A, B, C AND D; AND ARTICLES OF  
INCORPORATION OF PORTS O'CALL CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATIONS OF CONDOMINIUM OF PORTS O'CALL CONDOMINIUM  
NUMBERS A, B, C AND D; AND THE AMENDED AND RESTATED ARTICLES OF  
INCORPORATION OF PORTS O'CALL CONDOMINIUM ASSOCIATION, INC. is made  
by the PORTS O'CALL CONDOMINIUM ASSOCIATION, INC. ("Association").

**WITNESSETH:**

WHEREAS, the Declaration of Condominium of Ports O'Call Condominium No. A  
was recorded commencing at Official Records Book 1674, Page 1310 of the Public  
Records of Palm Beach County, Florida, and established covenants running with the  
land therein described;

WHEREAS, the Declaration of Condominium of Ports O'Call Condominium No. B  
was recorded commencing at Official Records Book 1721, Page 1627 of the Public  
Records of Palm Beach County, Florida, and established covenants running with the  
land therein described;

WHEREAS, the Declaration of Condominium of Ports O'Call Condominium No. C  
was recorded commencing at Official Records Book 1765, Page 1069 of the Public  
Records of Palm Beach County, Florida, and established covenants running with the  
land therein described;

WHEREAS, the Declaration of Condominium of Ports O'Call Condominium No. D  
was recorded commencing at Official Records Book 1783, Page 602 of the Public  
Records of Palm Beach County, Florida, and established covenants running with the  
land therein described;

WHEREAS, the Association previously adopted Amended and Restated  
Declarations of Condominium of Ports O'Call Condominium No. A, Ports O'Call  
Condominium No. B, Ports O'Call Condominium No. C and Ports O'Call Condominium  
No. D (collectively referred to as "Amended and Restated Declarations of  
Condominium") and Amended and Restated Articles of Incorporation for the

Association, which were recorded commencing at Official Records Book 24565, Page 715 of the Public Records of Palm Beach County, Florida;

WHEREAS, the Association is the condominium association operating the Ports O'Call Condominium No. A, Ports O'Call Condominium No. B, Ports O'Call Condominium No. C, and Ports O'Call Condominium No. D;

WHEREAS, Section 15.1 of the above referenced Amended and Restated Declarations of Condominium provides that the Amended and Restated Declarations of Condominium may be amended by the approval of not less than 75% of the Board of Directors and not less than 66-2/3% of the votes of the membership of the Association of those so voting at a members meeting; and

WHEREAS, Section 9.2 of the Amended and Restated Articles of Incorporation provides that the Amended and Restated Articles of Incorporation may be amended by the approval of not less than 75% of the Board of Directors and not less than 66-2/3% of the votes of the membership of the Association of those so voting at a members meeting.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Association duly conducted its annual members' meeting on March 11, 2013 in part for the purpose of adopting the Amendments attached hereto as Exhibit "A" to the above referenced Amended and Restated Declarations of Condominium and Amended and Restated Articles of Incorporation. The Amendments attached hereto as Exhibit "A" have been properly and duly approved by in excess of 66-2/3% of the votes of the membership of the Association of those so voting at the annual members meeting. Further, the Amendments, attached hereto as Exhibit "A" have been properly and duly approved by in excess of 75% of the Association's Board of Directors.

2. The Amendments attached hereto as Exhibit "A" have been properly and duly approved and adopted by the Association. The approval and adoption of the Amendments appears in the minutes of the Association, and said approval and adoption is unrevoked.

3. The Amendments attached hereto as Exhibit "A" shall run with the real property subject to the Amended and Restated Declarations of Condominium and shall be binding on all parties having any right, title or interest in the real property subject to the Amended and Restated Declarations of Condominium, their heirs, successors and

assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have signed this Certificate this 1<sup>st</sup>  
day of April, 2013.

Witnesses (as to both):

PORTS O'CALL CONDOMINIUM  
ASSOCIATION, INC.

Paula Wheeler  
Witness signature  
Paula Wheeler  
Print Name

By: Kathleen Lee  
Kathleen Lee, President

Paula Wheeler  
Witness signature  
Paula Wheeler  
Print Name

By: Jane Turner  
Signature - Secretary  
JANE TURNER  
Print Name

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 1 day of  
April, 2013, by Kathleen Lee as President and  
Jane Turner as Secretary of Ports O'Call Condominium Association, Inc., a  
Florida not-for-profit corporation, on behalf of the Corporation. They are personally  
known to me or have produced \_\_\_\_\_ as identification.

(SEAL)

Dorothy J Connolly  
NOTARY PUBLIC, State of Florida

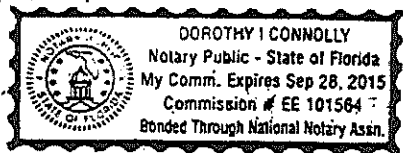


EXHIBIT "A"

AMENDMENTS TO THE AMENDED AND RESTATED DECLARATIONS OF  
CONDOMINIUM OF PORTS O'CALL CONDOMINIUM NUMBERS A, B, C AND D  
(collectively referred to as "Declarations of Condominium") AND TO THE  
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE PORTS  
O'CALL CONDOMINIUM ASSOCIATION, INC.

[Added language is underlined.]

1. Section 11.9 of the Declarations of Condominium shall be amended by the addition of new Sections 11.9.1, 11.9.2 and 11.9.3 to read as follows:

"11.9.1 Renewal or Extension of a Lease. A renewal or extension of a lease shall require Association approval, although the Association shall not require the application fee to be paid again for a renewal or extension. Any lessee who knowingly violates the Association's governing documents or rules and regulations will not be permitted to renew or extend his or her lease.

11.9.2 Guest Occupying Unit Where Owner Not Present. A guest residing in a Unit for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing the Unit subject to all the restrictions on leasing including the application and approval requirements.

Exception: Occupancy by Parents or Adult Children of Owner. A Unit may for estate planning or tax purposes be occupied by the parent(s) or adult children of the Owner(s) and in such a situation, the parent(s) or adult children shall not constitute tenant(s). However, in these situations where the Unit is occupied by the parent(s) or adult children of the Owner(s), the occupancy shall be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy, and further subject to the age restrictions applicable to Ports O'Call.

11.9.3 Approval of All New Residents. Association approval is required for every new resident of Ports O'Call occupying a Unit for longer than thirty (30) days. The new resident shall follow the same application procedure as for lessees or purchasers. This requirement shall apply to all new residents even if the resident is occupying the Unit with the Owner."

2. Article III, Section 3.2(i) of the Articles of Incorporation, regarding the powers of the Association, shall be amended to read as follows:

"(i) To contract for the management of the condominiums, and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declarations of Condominium to have approval of the Board of Directors or the membership of the Association and subject to the provision set forth below. The

Association engaging a community association manager (CAM) in the capacity of a community association manager or engaging a community association management company shall require approval of a majority of those Association members voting in person or by limited proxy at any members meeting where a quorum is attained."

**Exhibit "A"**

[Substantial rewording of Declaration of Condominium. See existing Declaration of Condominium for present text.]

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
PORTS O'CALL CONDOMINIUM NO. A, A CONDOMINIUM**

PORTS O'CALL CONDOMINIUM ASSOCIATION, INC. ("Association") hereby adopts this Amended and Restated Declaration of Condominium of Ports O'Call Condominium No. A, a Condominium ("Amended and Restated Declaration"):

This Amended and Restated Declaration amends and restates that certain Declaration of Condominium of Ports O'Call Condominium No. A, a Condominium, recorded at Official Records Book 1674, Page 1310 of the Public Records of Palm Beach County, Florida ("Original Declaration").

WHEREIN the Association makes the following declarations:

1. The Condominium and the Land. The following land described in this instrument and improvements on such lands has been submitted to the condominium form of ownership and use in the manner provided by Florida Statutes Chapter 718 (Condominium Act).

1.1 Name and Address. The name by which this condominium is identified is PORTS O'CALL CONDOMINIUM NO. A, a Condominium, and its address is 28 Yacht Club Drive, North Palm Beach, Florida.

1.2 The Land. The following described lands lying in Palm Beach County, Florida, have been submitted to the condominium form of ownership.

A parcel of land in Section 9, Township 42 South, Range 43 East, Palm Beach County, Florida; more particularly described as follows:

e. any valid charge against the condominium property as a whole.

2.6 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7 Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

2.8 Directors The affairs of the Association shall be managed by a Board of Directors of not less than five nor more than nine directors, the exact number to be determined by the Board of Directors prior to the mailing of the first notice of the meeting of the members at which directors are elected. Unit owners in each building have the right to elect one member from their building to the Board.

3. Development plan. The condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvements on it is attached as Exhibit A.

3.2 Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such which are attached hereto as Exhibit B, and made a part hereof.

3.3 Easements – ingress - egress. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately and in order to adequately serve the several other condominiums to be known as PORTS O'CALL and to be constructed and established near this condominium; provided, however, such easements through a Unit shall be only according to the plans and specifications for the Unit building, or as the building is constructed, unless approved in writing by the Unit owner. Easements are hereby reserved over and across the streets constructed in this condominium in order that the Unit owners of this condominium and the several other condominiums to be known as PORTS O'CALL and to be constructed and established near this condominium, shall have the right of ingress and egress over and across said streets to and from said other condominiums. All of the aforesaid easements shall be in favor of all of the Unit owners of all of the condominiums known or to be known as PORTS O'CALL, their mortgagees,

(2) Interior building walls - the vertical planes of the center line of walls bounding a Unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) When walls between Units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.6 Common Elements. The common elements include the land and all other parts of the condominium not within the Units and include but are not limited to the following items as to which the Association shall have the powers indicated:

a. Automobile parking areas and streets. Except as hereinafter provided, the Association shall regulate, control and have full authority with respect to the use of all parking lots, streets, and roadways. Automobile parking will be made available to Unit owners so that the occupants of each Unit will be entitled to one uncovered parking space. Unit owners and members of their family or lessees in residence are prohibited from keeping or maintaining more than two automobiles on the common elements.

b. Laundry Room. The use of any laundry room and the equipment therein contained shall be subject to the regulation of the Association.

c. Storage Areas. The Association may designate specific storage areas for the exclusive use of particular Unit owners.

4. The Units. The Units are described more particularly and the rights of and obligations of their owners established as follows:

4.1 Unit Numbers. Each Unit is numbered as shown on Exhibit B attached hereto and made a part hereof.



(3) all incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(4) The Association has the irrevocable right of access to each Unit during reasonable hours, and at any time in an emergency, when necessary for the maintenance, repair or replacement of any common element or any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the common elements or to a Unit. Each Unit owner is required to provide a copy of the key to the Unit to the Association and to provide a new key within twenty-four (24) hours after the lock has been changed. Any Unit owner who has failed to provide a working key to the Unit, is deemed to have given consent for the Association to hire a locksmith to gain access to the Unit. Notwithstanding anything in this Declaration or the Condominium documents to the contrary, the Unit owner under these circumstances shall be responsible for the expense of the locksmith and for repair of any damage to the Unit, lock or door caused by the necessity of the Association having to gain access to the Unit. In addition, the Unit owner is deemed to consent to pay for re-securing the Unit after such access.

b. By the Unit owner. The responsibility of the Unit owner shall be as follows:

(1) To maintain, repair and replace at his/her expense, all windows and exterior doors. When restoration by the Association of the slab floor, walls, or ceiling of the porch is necessary, the Unit owner is responsible for the removal and reinstallation of all aspects of the porch including screens and screen structures, and any fixtures, whether part of the original construction or not, which shall include mirrors, tile flooring, ceiling fans, outer sliding glass doors on the porch, hurricane shutters and blinds on the inside of the porch. The Unit owner maintenance responsibility includes all portions of his/her Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Unit owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit building except that the owner

7. Assessments. The making and collection of assessments against owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

7.1 Share of common expense. Each Unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the Units owned by him/her.

7.2 Interest; Late Fee. Application of payments. Invoices for assessments will be mailed to Unit owners and will specify the amount and date due. Assessments and installments on such assessments paid ten (10) days after the due date will be considered delinquent and bear interest at the rate of ten percent (10%) per annum from the date due until paid. Also a late fee of twenty-five (\$25.00) shall be charged on any assessment and installment on such assessment not postmarked on or before ten days after the date when due. All payments upon account shall be first applied to interest and late fees and then to the assessment payment first due. If payment is not received or postmarked by the end of the ten (10) day period, a First Notice of Delinquency will be mailed to the Unit owner giving the amount due and a payment date. If payment is not received or post marked by the new payment date, a Second Notice of Delinquency will be mailed to the Unit owner by certified mail giving the amount, a final payment date and notice that if payment is not received or postmarked by the final payment date, the Association will refer the matter to its attorney to file a claim of lien and foreclosure.

7.3 Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.4 Rental pending foreclosure. If the Unit owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action. In the case of such a rental pending foreclosure, the Association approval process and requirement described elsewhere therein do not apply.

excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.

c. Workers' Compensation policy to meet the requirements of law.

d. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

9.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.4 Insurance: shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interest may appear.

a. Common elements. Proceeds on account of damage to common elements -- an undivided share for each Unit owner, such share being the same as the undivided share for each Unit owner in the common elements appurtenant to his/her Unit.

b. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored -- for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored -- an undivided share for each Unit owner, such share being the same as the undivided share in the common elements appurtenant to his/her Unit.

10. Reconstruction or repair after casualty.

10.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. Unit building.

(1) Lesser damage. If the damaged improvement is the Unit building, and if Units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the Unit building, and if Units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

10.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the Unit building, by the owners of not less than 75% of the common elements, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

10.3 Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit owner, then the Unit owner shall be responsible for reconstruction and repair after casualty. In all other

which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage. Such mortgagee written request must be sent by certified mail-return receipt requested and received by the Association not less than 30 business days prior to commencement of reconstruction and repair.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and if necessary an architect and/or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit owner shall be paid by the Association to the Unit owner, or if there is a mortgagee endorsement as to the Unit, then to the Unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Disbursements. When a mortgagee is required in this instrument to be named as payee, the Association shall also name the mortgagee as a payee of any distributions of insurance proceeds to a Unit owner.

11. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the Unit building in useful condition exists upon the land.

utility vehicles such as Ford Explorer Sport Trac, Honda Ridgeline, Chevrolet Avalanche and Cadillac Escalade Ext which have a rear bed outside the passenger compartment are not permitted to park overnight. Campers, motor homes, powered or unpowered vehicles having less than or more than four wheels in contact with the pavement in an at-rest condition, mopeds, gopeds, skateboards, trailers of any type, personal watercraft, and boats are prohibited. This provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of the condominium property. None of these vehicles are allowed to be parked over night, except in case of an Association project or emergency.

11.7 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit owner shall permit any use of his/her Unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

11.8 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

11.9 Leasing. No rooms may be rented or leased. The minimum lease period for a Unit shall be three (3) consecutive months. The total time the lessee may have house guests shall not exceed two (2) weeks in any three (3) month period, and no house guest under sixteen (16) years of age shall be permitted in a leased Unit; under-use in any period shall not carry over into future periods; these computations shall be made on a cumulative basis for all such guests, rather than on a guest by guest basis; this limitation applies to overnight guests only, and finally each day as well as part of a day shall be counted in the computation. The following additional leasing restrictions apply:

- a. No Unit may be leased within two years after the date that an owner obtains title to a Unit; the only exception is where the owner(s) of the Unit

movement of water within such device, nor will any such device be permitted within any Unit. The exception being the dishwasher which was in the Unit when purchased.

Anyone installing new hard surface floor covering (tile, marble, wood, vinyl, or other hard surface floor covering) above the ground floor level, in areas other than the kitchen and bathrooms, must apply to the Association for approval and shall comply with the Association's requirements. Prior to the installation of such covering, the Unit Owner and the Association shall enter into and execute the "Agreement and Consent for installation of Hard Surface Flooring". The Agreement form shall be maintained by the Association. Floors and tile coverings must be inspected by the Maintenance Department before installation begins.

The use of carpeting, tile or other floor coverings made of materials which hold moisture is prohibited on patios not enclosed by glass. Door mats of ~~similar materials~~ are prohibited on walkways.

11.12 Amendment to this Section. No amendment to this section shall operate to retroactively invalidate any lease, ownership or occupancy of a Unit which was valid upon the effective date of the amendment.

12. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner shall be subject to the following provisions as long as the condominium exists and the Unit building in useful condition exists upon the land, which provisions each Unit owner covenants to observe:

12.1 Transfers subject to approval.

a. Sale. No Unit owner may dispose of or any interest in a Unit by sale without approval of the Association. Said approval shall be in the form which is attached to the Declaration as "Schedule A" and shall be recorded in the Official Record Books of Palm Beach County, Florida.

b. Lease. No Unit owner may dispose of or any interest in a Unit by lease without approval of the Association.

Except as hereinafter provided, no Unit may be leased earlier than two (2) years after the date that a Certificate of Approval of Ownership has been issued to the owner by the Board of Directors of the Association authorizing the transfer of ownership of the Unit or an interest therein. The Board of Directors, however, may, in its discretion, allow a Unit to be leased earlier than two (2)

manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

(2) Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

(3) Gift; devise or inheritance; other transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit owner's ownership of his/her Unit. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

c. Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes a corporation cannot purchase a Unit.

12.3 Disapproval by Association. If good cause exists, the Association may disapprove the proposed sale without the obligation to provide a substitute purchaser as described below. Good cause exists if the transferee or proposed occupants fails to



with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

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

b. Lease. If the proposed transaction is a lease, the Unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; devise or inheritance; other transfers. If the Unit owner giving notice has acquired his/her title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the

12.6 Amendment to this Section. No amendment to this Section shall operate to retroactively invalidate any lease or occupancy of a Unit which was valid upon the effective date of the amendment.

13. Compliance and default. Each Unit owner shall be governed by and shall comply with the terms of this Restated and Amended Declaration of Condominium, Restated and Amended Articles of Incorporation and Restated and Amended By-laws and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit owner to comply with such documents and regulations shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act.

13.1 Negligence. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her negligence or by that of any member of his/her family or his/her or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit owner.

13.2 Costs and Attorneys' fees. In any proceeding arising because of an alleged failure of a Unit owner or the Association to comply with the terms of this Restated and Amended Declaration, Restated and Amended Articles of Incorporation of the Association, the Restated and Amended Bylaws, or the regulations adopted pursuant to them, and these documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, mediator, arbitrator or other presiding authority in any such proceeding. For purposes of this section, 'proceeding' shall include mediation, arbitration, court proceedings and other similar formal processes for resolution of disputes to which the parties are subject. Nothing in this section precludes the parties from making other agreements with respect to fees and costs in individual proceedings.

14. Liens to secure Recreational Lease. The Recreational Lease entered into between Atlantic Land Company, and the Association, a copy of which is attached

common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. No amendment shall be made to this paragraph 15.2, nor to paragraphs 6.2(b), 12.5, 16.2 of this Declaration without the written consent of the record holder of any mortgage. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

15.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, 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 copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

16. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

16.1 Destruction. If it is determined in the manner elsewhere provided that the Unit building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

16.2 Agreement. The condominium may be terminated at any time by approval in writing of all record owners of Units and all record owners of mortgages on Units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements and of the record owners of all mortgages upon the Units are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the 60th day from the date of such meeting. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

- a. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the Units to be purchased an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be

19. Occupancy Restrictions Under the Fair Housing Amendments Act of 1988.

19.1 Definitions. the following definitions shall apply:

a. "Act" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L. 100-430, approved September 13, 1988: 102 Stat. 1619) as amended from time to time.

b. "Administrative Rules" shall mean and refer to the administrative rules promulgated by the Secretary of Housing and Urban Development, which became effective on or about March 12, 1989, as amended from time to time.

c. "Association Expenses" shall be deemed to include those expenditures made by the Board of Directors necessary in its discretion to implement and provide "facilities and services" referred to under Exemption Three of the Act, as more fully explained in the Administrative Rules.

d. "Exemption Three" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is provided for in Section 807(b)(2)(C) of the Act.

19.2 Statement of Intent. It is hereby declared that the Association desires and intends to provide housing for older persons as defined in the Act and the Administrative Rules. It has been and is more specifically the desire and intention of the Association to continue to qualify for the exemption for housing for older persons as is provided for in Exemption Three (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. In addition to adopting this Section 19, the Association shall do whatever is required by the Act and Administrative Rules to publish its intention to adhere to policies and procedures which demonstrate an intent to provide housing for older persons.

19.3 Occupancy by Older Persons - 55 or over Housing

a. General. Except for persons who are "grandfathered" as provided for in Section 19.4 below and except for persons referred to in Section 19.3 b below, no Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 55 years. This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 11.4 of this Declaration.

18. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, bylaws and regulations of the Association shall not affect the validity of the remaining portions.

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19.3 Occupancy by Older Persons - 55 or over Housing

a. General. Except for persons who are "grandfathered" as provided for in Section 19.4 below and except for persons referred to in Section 19.3 b below, no Unit shall be occupied or be permitted to be occupied unless there is

c. Each Owner shall be responsible to ensure that his/her lessees, residents, guests and invitees of the Unit comply with the requirements of this Section 19.

19.4 Grandfather Provisions. The occupancy requirements of Section 19.3.a above shall not apply to the following persons, who shall be "grandfathered" (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 11.4 of this Declaration and provided that they register or have registered with the Association as provided for below:

a. Owners. All Owners owning record title to a Unit as of June 29, 1995, including their present or future spouse, and family members then residing with them.

b. Lessees. Any lessee(s) and other occupants of a Unit under a valid written lease, which was fully executed prior to June 29, 1955, including any renewal of the lease in the same Unit only.

c. Understanding. The fact that a person under the age of 55 years is given grandfather status, or is provided an exception under Section 19.3.b above, shall not entitle the permanent occupancy of the Unit by any other person unless:

- (1) At least one (1) person occupying the Unit is 55 years of age or older; or
- (2) That other person is also accorded grandfather status; or
- (3) That other person is also accorded an exception under Section 19.3.b above.

19.5 Registration Required. All Owners, lessees and occupants must register with the Association within ninety (90) days after first occupying a Unit, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status unless the person has properly registered. These items to be delivered for registration are as follows:

a. A fully completed and signed registration/Proof of Age form to be provided by the Association; and

b. Documentation demonstrating Proof of Age as provided for in Section 19.6 below; and

c. In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association).

for the Condominium to qualify for Exemption Three of the Act, as more fully explained in the Administrative Rules. Monies expended by the Association in connection with the foregoing shall be considered valid common expenses.

This Amended and Restated Declaration of Condominium is adopted this 1day of April, 2013

PORTS O'CALL CONDOMINIUM  
ASSOCIATION, INC.

/s/ Paula Wheeler  
Witness

\_\_\_\_\_  
Printed Name

/s/Kathleen Lee  
Association President  
Printed Name: \_\_\_\_\_

/s/ Paula Wheeler  
Witness

\_\_\_\_\_  
Printed Name

Attest:  
/s/ Jane Turner  
Association Secretary  
Printed Name: \_\_\_\_\_

This instrument was prepared by  
and should be returned to:  
Tyler Powell, Esq.  
St. John, Core & Lemme, P.A.  
1601 Forum Place  
West Palm Beach, FL 33401  
**Will Call Box #110**

**Exhibit "A"**

**[Substantial rewording of Declaration of Condominium. See existing Declaration  
of Condominium for present text.]**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
PORTS O'CALL CONDOMINIUM NO. B, A CONDOMINIUM**

PORTS O'CALL CONDOMINIUM ASSOCIATION, INC. ("Association") hereby  
adopts this Amended and Restated Declaration of Condominium of Ports O'Call  
Condominium No. B, a Condominium ("Amended and Restated Declaration"):

This Amended and Restated Declaration amends and restates that certain  
Declaration of Condominium of Ports O'Call Condominium No. B, a Condominium,  
recorded at Official Records Book 1721, Page 1627 of the Public Records of Palm  
Beach County, Florida ("Original Declaration").

WHEREIN the Association makes the following declarations:

1. **The Condominium and the Land.** The following lands described in this  
instrument, and improvements on such lands, have been submitted to the condominium  
form of ownership and use in the manner provided by Florida Statutes Chapter 718  
(Condominium Act).

1.1 **Name and Address.** The name by which this condominium is identified is  
PORTS O'CALL CONDOMINIUM NO. B, a Condominium, and its address is 20 Yacht  
Club Drive, North Palm Beach, Florida.

1.2 **The Land.** The following described lands lying in Palm Beach County,  
Florida, have been submitted to the condominium form of ownership.

A parcel of land in a portion of Section 9, Township 42 South, Range 43 East,  
Palm Beach County, Florida; being more particularly described as follows:



c. expenses incurred in the leasing, maintenance, operation, repair and replacement of recreational properties and facilities by the Association;

d. expenses declared common expenses by the provisions of this Declaration or the Bylaws;

e. any valid charge against the condominium property as a whole.

2.6 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7 Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

2.8 Directors The affairs of the Association shall be managed by a Board of Directors of not less than five nor more than nine directors, the exact number to be determined by the Board of Directors prior to the mailing of the first notice of the meeting of the members at which directors are elected. Unit owners in each building have the right to elect one member from their building to the Board.

3. Development plan. The condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvements on it is attached as Exhibit A.

3.2 Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such which are attached hereto as Exhibit B, and made a part hereof.

3.3 Easements - ingress - egress. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately and in order to adequately serve the several other condominiums to be known as PORTS O'CALL and to be constructed and established near this condominium; provided, however, such easements through a Unit shall be only according to the plans and specifications for the Unit building, or as the building is constructed, unless approved in writing by the Unit owner. Easements are hereby reserved over and across the streets constructed in this condominium in order that the Unit owners of this condominium and the several other condominiums to be known as PORTS O'CALL and to be constructed and established near this condominium, shall

structures and fixtures thereon. In the case of ground floor Units, such boundaries shall include the terraces serving such Units.

(2) Interior building walls - the vertical planes of the center line of walls bounding a Unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) When walls between Units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.6 Common Elements. The common elements include the land and all other parts of the condominium not within the Units and include but are not limited to the following items as to which the Association shall have the powers indicated:

a. Automobile parking areas and streets. Except as hereinafter provided, the Association shall regulate, control and have full authority with respect to the use of all parking lots, streets, and roadways. Automobile parking will be made available to Unit owners so that the occupants of each Unit will be entitled to one covered parking space. Unit owners and members of their family or lessees in residence are prohibited from keeping or maintaining more than two automobiles on the common elements.

b. Laundry Room. The use of any laundry room and the equipment therein contained shall be subject to the regulation of the Association.

c. Storage Areas. The Association may designate specific storage areas for the exclusive use of particular Unit owners.

4. The Units. The Units are described more particularly and the rights of and obligations of their owners established as follows:

Unit that service part or parts of the condominium other than the Unit within which contained; and

(3) all incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(4) The Association has the irrevocable right of access to each Unit during reasonable hours, and at any time in an emergency, when necessary for the maintenance, repair or replacement of any common element or any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the common elements or to a Unit. Each Unit owner is required to provide a copy of the key to the Unit to the Association and to provide a new key within twenty-four (24) hours after the lock has been changed. Any Unit owner who has failed to provide a working key to the Unit, is deemed to have given consent for the Association to hire a locksmith to gain access to the Unit. Notwithstanding anything in this Declaration or the Condominium documents to the contrary, the Unit owner under these circumstances shall be responsible for the expense of the locksmith and for repair of any damage to the Unit, lock or door caused by the necessity of the Association having to gain access to the Unit. In addition, the Unit owner is deemed to consent to pay for re-securing the Unit after such access.

b. By the Unit owner. The responsibility of the Unit owner shall be as follows:

(1) To maintain, repair and replace at his/her expense, all windows and exterior doors. When restoration by the Association of the slab floor, walls, or ceiling of the porch is necessary, the Unit owner is responsible for the removal and reinstallation of all aspects of the porch including screens and screen structures, and any fixtures, whether part of the original construction or not, which shall include mirrors, tile flooring, ceiling fans, outer sliding glass doors on the porch, hurricane shutters and blinds on the inside of the porch. The Unit owner maintenance responsibility includes all portions of his/her Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Unit owners.

of a Unit owner in the common elements altered or further improved, whether or not the Unit owner contributes to the cost of such alteration or improvements.

7. **Assessments.** The making and collection of assessments against owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

7.1 **Share of common expense.** Each Unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the Units owned by him/her.

7.2 **Interest; Late Fee; Application of payments.** Invoices for assessments will be mailed to Unit owners and will specify the amount and date due. Assessments and installments on such assessments paid ten (10) days after the due date will be considered delinquent and bear interest at the rate of ten percent (10%) per annum from the date due until paid. Also a late fee of twenty-five (\$25.00) shall be charged on any assessment and installment on such assessment not postmarked on or before ten days after the date when due. All payments upon account shall be first applied to interest and late fees and then to the assessment payment first due. If payment is not received or postmarked by the end of the ten (10) day period, a First Notice of Delinquency will be mailed to the Unit owner giving the amount due and a payment date. If payment is not received or post marked by the new payment date, a Second Notice of Delinquency will be mailed to the Unit owner by certified mail giving the amount, a final payment date and notice that if payment is not received or postmarked by the final payment date, the Association will refer the matter to its attorney to file a claim of lien and foreclosure.

7.3 **Lien for assessments.** The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.4 **Rental pending foreclosure.** If the Unit owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action. In the case of such a rental

a. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.

c. Workers' Compensation policy to meet the requirements of law.

d. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

9.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.4 Insurance: shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interest may appear.

a. Common elements. Proceeds on account of damage to common elements -- an undivided share for each Unit owner, such share being the same as the undivided share for each Unit owner in the common elements appurtenant to his/her Unit.

b. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored -- for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit owner, which cost shall be determined by the Association.

under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

10. **Reconstruction or repair after casualty.**

10.1 **Determination to reconstruct or repair.** If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. Unit building.

(1) Lesser damage. If the damaged improvement is the Unit building, and if Units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the Unit building, and if Units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

10.2 **Plans and specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the Unit building, by the owners of not less than 75% of the common elements, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

disbursed in payment of such costs upon the order of the Association; provided, however, that upon written request to the Association by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage. Such mortgagee written request must be sent by certified mail-return receipt requested and received by the Association not less than 30 business days prior to commencement of reconstruction and repair.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and if necessary an architect and/or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit owner shall be paid by the Association to the Unit owner, or if there is a mortgagee endorsement as to the Unit, then to the Unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Disbursements. When a mortgagee is required in this instrument to be named as payee, the Association shall also name the mortgagee as a payee of any distributions of insurance proceeds to a Unit owner.

follows: 18 ½ feet in length; 7 feet in width; and 78 inches in height. Commercial vehicles, vehicles with visible external signage or commercial paint schemes, motorcycles, pickup trucks, vehicles with pickup type beds in the rear including sport utility vehicles such as Ford Explorer Sport Trac, Honda Ridgeline, Chevrolet Avalanche and Cadillac Escalade Ext which have a rear bed outside the passenger compartment are not permitted to park overnight. Campers, motor homes, powered or unpowered vehicles having less than or more than four wheels in contact with the pavement in an at-rest condition, mopeds, gopeds, skateboards, trailers of any type, personal watercraft, and boats are prohibited. This provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of the condominium property. None of these vehicles are allowed to be parked over night, except in case of an Association project or emergency.

11.7 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit owner shall permit any use of his/her Unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

11.8 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

11.9 Leasing. No rooms may be rented or leased. The minimum lease period for a Unit shall be three (3) consecutive months. The total time the lessee may have house guests shall not exceed two (2) weeks in any three (3) month period, and no house guest under sixteen (16) years of age shall be permitted in a leased Unit; under-use in any period shall not carry over into future periods; these computations shall be made on a cumulative basis for all such guests, rather than on a guest by guest basis; this limitation applies to overnight guests only, and finally each day as well as part of a day shall be counted in the computation. The following additional leasing restrictions apply:



11.11 Water Devices and Floor Coverings. No Unit owner shall install, maintain or operate, within their Unit a Jacuzzi, hot tub, whirlpool, hydro tub, washing machine or any similar device that utilizes or uses a motor of any type to create or drive a flow or movement of water within such device, nor will any such device be permitted within any Unit. The exception being the dishwasher which was in the Unit when purchased.

Anyone installing new hard surface floor covering (tile, marble, wood, vinyl, or other hard surface floor covering) above the ground floor level, in areas other than the kitchen and bathrooms, must apply to the Association for approval and shall comply with the Association's requirements. Prior to the installation of such covering, the Unit Owner and the Association shall enter into and execute the "Agreement and Consent for installation of Hard Surface Flooring". The Agreement form shall be maintained by the Association. Floors and tile coverings must be inspected by the Maintenance Department before installation begins.

The use of carpeting, tile or other floor coverings made of materials which hold moisture is prohibited on patios not enclosed by glass. Door mats of similar materials are prohibited on walkways.

11.12 Amendment to this Section. No amendment to this section shall operate to retroactively invalidate any lease, ownership or occupancy of a Unit which was valid upon the effective date of the amendment.

12. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner shall be subject to the following provisions as long as the condominium exists and the Unit building in useful condition exists upon the land, which provisions each Unit owner covenants to observe:

12.1 Transfers subject to approval.

a. Sale. No Unit owner may dispose of or any interest in a Unit by sale without approval of the Association. Said approval shall be in the form which is attached to the Declaration as "Schedule A" and shall be recorded in the Official Record Books of Palm Beach County, Florida.

b. Lease. No Unit owner may dispose of or any interest in a Unit by lease without approval of the Association.

Except as hereinafter provided, no Unit may be leased earlier than two (2) years after the date that a Certificate of Approval of Ownership has been

such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, devise or inheritance; other transfers. A Unit owner who has obtained his/her title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

(2) Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

(3) Gift; devise or inheritance; other transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit owner's ownership of his/her Unit. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

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

b. Lease. If the proposed transaction is a lease, the Unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; devise or inheritance; other transfers. If the Unit owner giving notice has acquired his/her title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

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

12.6 Amendment to this Section. No amendment to this Section shall operate to retroactively invalidate any lease or occupancy of a Unit which was valid upon the effective date of the amendment.

13. **Compliance and default.** Each Unit owner shall be governed by and shall comply with the terms of this Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-laws and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit owner to comply with such documents and regulations shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act.

13.1 Negligence. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her negligence or by that of any member of his/her family or his/her or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit owner.

13.2 Costs and Attorneys' fees. In any proceeding arising because of an alleged failure of a Unit owner or the Association to comply with the terms of this Amended and Restated Declaration, Amended and Restated Articles of Incorporation of the Association, the Amended and Restated Bylaws, or the regulations adopted pursuant to them, and these documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, mediator, arbitrator or other presiding authority in any such proceeding. For purposes of this section, 'proceeding' shall include mediation, arbitration, court proceedings and other similar formal processes for resolution of disputes to which the parties are subject. Nothing in this section precludes the parties from making other agreements with respect to fees and costs in individual proceedings.

15.2 Proviso. Provided, however, that no amendment shall discriminate against any Unit owner nor against any Unit or class or group of Units, unless the Unit owners so affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. No amendment shall be made to this paragraph 15.2, nor to paragraphs 6.2(b), 12.5, 16.2 of this Declaration without the written consent of the record holder of any mortgage. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

15.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, 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 copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

16. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

16.1 Destruction. If it is determined in the manner elsewhere provided that the Unit building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

16.2 Agreement. The condominium may be terminated at any time by approval in writing of all record owners of Units and all record owners of mortgages on Units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements and of the record owners of all mortgages upon the Units are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the 60th day from the date of such meeting. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

18. **Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, bylaws and regulations of the Association shall not affect the validity of the remaining portions.

19. **Occupancy Restrictions Under the Fair Housing Amendments Act of 1988.**

19.1 **Definitions.** the following definitions shall apply:

a. "Act" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L. 100-430, approved September 13, 1988: 102 Stat. 1619) as amended from time to time.

b. "Administrative Rules" shall mean and refer to the administrative rules promulgated by the Secretary of Housing and Urban Development, which became effective on or about March 12, 1989, as amended from time to time.

c. "Association Expenses" shall be deemed to include those expenditures made by the Board of Directors necessary in its discretion to implement and provide "facilities and services" referred to under Exemption Three of the Act, as more fully explained in the Administrative Rules.

d. "Exemption Three" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is provided for in Section 807(b)(2)(C) of the Act.

19.2 **Statement of Intent.** It is hereby declared that the Association desires and intends to provide housing for older persons as defined in the Act and the Administrative Rules. It has been and is more specifically the desire and intention of the Association to continue to qualify for the exemption for housing for older persons as is provided for in Exemption Three (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. In addition to adopting this Section 19, the Association shall do whatever is required by the Act and Administrative Rules to publish its intention to adhere to policies and procedures which demonstrate an intent to provide housing for older persons.

19.3 **Occupancy by Older Persons - 55 or over Housing**

a. General. Except for persons who are "grandfathered" as provided for in Section 19.4 below and except for persons referred to in Section 19.3 b below, no Unit shall be occupied or be permitted to be occupied unless there is

The foregoing is subject to any other provisions in this declaration or in the Rules and Regulations relative to guests.

c. Each Owner shall be responsible to ensure that his/her lessees, residents, guests and invitees of the Unit comply with the requirements of this Section 19.

19.4 Grandfather Provisions. The occupancy requirements of Section 19.3.a above shall not apply to the following persons, who shall be "grandfathered" (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 11.4 of this Declaration and provided that they register or have registered with the Association as provided for below:

- a. Owners. All Owners owning record title to a Unit as of June 29, 1995, including their present or future spouse, and family members then residing with them.
- b. Lessees. Any lessee(s) and other occupants of a Unit under a valid written lease, which was fully executed prior to June 29, 1995, including any renewal of the lease in the same Unit only.
- c. Understanding. The fact that a person under the age of 55 years is given grandfather status, or is provided an exception under Section 19.3.b above, shall not entitle the permanent occupancy of the Unit by any other person unless:
  - (1) At least one (1) person occupying the Unit is 55 years of age or older; or
  - (2) That other person is also accorded grandfather status; or
  - (3) That other person is also accorded an exception under Section 19.3.b above.

19.5 Registration Required. All Owners, lessees and occupants must register with the Association within ninety (90) days after first occupying a Unit, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status unless the person has properly registered. These items to be delivered for registration are as follows:

- a. A fully completed and signed registration/Proof of Age form to be provided by the Association; and
- b. Documentation demonstrating Proof of Age as provided for in Section 19.6 below; and

necessary, subject only to limitations of this Amended and Restated Declaration, or the Amended and Restated Articles of Incorporation and Amended and Restated By-Laws, for the Condominium to qualify for Exemption Three of the Act, as more fully explained in the Administrative Rules. Monies expended by the Association in connection with the foregoing shall be considered valid common expenses.



This instrument was prepared by  
and should be returned to:  
Tyler Powell, Esq.  
St. John, Core & Lemme, P.A.  
1601 Forum Place  
West Palm Beach, FL 33401  
Will Call Box #110

**Exhibit "A"**

**[Substantial rewording of Declaration of Condominium. See existing Declaration  
of Condominium for present text.]**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
PORTS O'CALL CONDOMINIUM NO. C, A CONDOMINIUM**

PORTS O'CALL CONDOMINIUM ASSOCIATION, INC. ("Association") hereby  
adopts this Amended and Restated Declaration of Condominium of Ports O'Call  
Condominium No. C, a Condominium ("Amended and Restated Declaration"):

This Amended and Restated Declaration amends and restates that certain  
Declaration of Condominium of Ports O'Call Condominium No. C, a Condominium,  
recorded at Official Records Book 1765, Page 1069 of the Public Records of Palm  
Beach County, Florida ("Original Declaration").

WHEREIN the Association makes the following declarations:

1. **The Condominium and the Land.** The following land described in this  
instrument and improvements on such lands has been submitted to the condominium  
form of ownership and use in the manner provided by Florida Statutes Chapter 718  
(Condominium Act).

1.1 **Name and Address.** The name by which this condominium is identified is  
PORTS O'CALL CONDOMINIUM NO. C, a Condominium, and its address is 21 Yacht  
Club Drive, North Palm Beach, Florida.

1.2. **The Land.** The following described lands lying in Palm Beach County,  
Florida, have been submitted to the condominium form of ownership.

e. any valid charge against the condominium property as a whole.

2.6 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7 Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

2.8 Directors The affairs of the Association shall be managed by a Board of Directors of not less than five nor more than nine directors, the exact number to be determined by the Board of Directors prior to the mailing of the first notice of the meeting of the members at which directors are elected. Unit owners in each building have the right to elect one member from their building to the Board.

3. Development plan. The condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvements on it is attached as Exhibit A.

3.2 Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such which are attached hereto as Exhibit B, and made a part hereof.

3.3 Easements – ingress - egress. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately and in order to adequately serve the several other condominiums to be known as PORTS O'CALL and to be constructed and established near this condominium; provided, however, such easements through a Unit shall be only according to the plans and specifications for the Unit building, or as the building is constructed, unless approved in writing by the Unit owner. Easements are hereby reserved over and across the streets constructed in this condominium in order that the Unit owners of this condominium and the several other condominiums to be known as PORTS O'CALL and to be constructed and established near this condominium, shall have the right of ingress and egress over and across said streets to and from said other condominiums. All of the aforesaid easements shall be in favor of all of the Unit owners of all of the condominiums known or to be known as PORTS O'CALL, their mortgagees,

(2) Interior building walls - the vertical planes of the center line of walls bounding a Unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) When walls between Units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.6 Common Elements. The common elements include the land and all other parts of the condominium not within the Units and include but are not limited to the following items as to which the Association shall have the powers indicated:

a. Automobile parking areas and streets. Except as hereinafter provided, the Association shall regulate, control and have full authority with respect to the use of all parking lots, streets, and roadways. Automobile parking will be made available to Unit owners so that the occupants of each Unit will be entitled to one covered parking space. Unit owners and members of their family or lessees in residence are prohibited from keeping or maintaining more than two automobiles on the common elements.

b. Laundry Room. The use of any laundry room and the equipment therein contained shall be subject to the regulation of the Association.

c. Storage Areas. The Association may designate specific storage areas for the exclusive use of particular Unit owners.

4. The Units. The Units are described more particularly and the rights of and obligations of their owners established as follows:

4.1 Unit Numbers. Each Unit is numbered as shown on Exhibit B attached hereto and made a part hereof.

(3) all incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(4) The Association has the irrevocable right of access to each Unit during reasonable hours, and at any time in an emergency, when necessary for the maintenance, repair or replacement of any common element or any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the common elements or to a Unit. Each Unit owner is required to provide a copy of the key to the Unit to the Association and to provide a new key within twenty-four (24) hours after the lock has been changed. Any Unit owner who has failed to provide a working key to the Unit, is deemed to have given consent for the Association to hire a locksmith to gain access to the Unit. Notwithstanding anything in this Declaration or the Condominium documents to the contrary, the Unit owner under these circumstances shall be responsible for the expense of the locksmith and for repair of any damage to the Unit, lock or door caused by the necessity of the Association having to gain access to the Unit. In addition, the Unit owner is deemed to consent to pay for re-securing the Unit after such access.

b. By the Unit owner. The responsibility of the Unit owner shall be as follows:

(1) To maintain, repair and replace at his/her expense, all windows and exterior doors. When restoration by the Association of the slab floor, walls, or ceiling of the porch is necessary, the Unit owner is responsible for the removal and reinstallation of all aspects of the porch including screens and screen structures, and any fixtures, whether part of the original construction or not, which shall include mirrors, tile flooring, ceiling fans, outer sliding glass doors on the porch, hurricane shutters and blinds on the inside of the porch. The Unit owner maintenance responsibility includes all portions of his/her Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Unit owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit building except that the owner

7. Assessments. The making and collection of assessments against owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

7.1 Share of common expense. Each Unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the Units owned by him/her.

7.2 Interest; Late Fee. Application of payments. Invoices for assessments will be mailed to Unit owners and will specify the amount and date due. Assessments and installments on such assessments paid ten (10) days after the due date will be considered delinquent and bear interest at the rate of ten percent (10%) per annum from the date due until paid. Also a late fee of twenty-five (\$25.00) shall be charged on any assessment and installment on such assessment not postmarked on or before ten days after the date when due. All payments upon account shall be first applied to interest and late fees and then to the assessment payment first due. If payment is not received or postmarked by the end of the ten (10) day period, a First Notice of Delinquency will be mailed to the Unit owner giving the amount due and a payment date. If payment is not received or post marked by the new payment date, a Second Notice of Delinquency will be mailed to the Unit owner by certified mail giving the amount, a final payment date and notice that if payment is not received or postmarked by the final payment date, the Association will refer the matter to its attorney to file a claim of lien and foreclosure.

7.3 Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.4 Rental pending foreclosure. If the Unit owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action. In the case of such a rental pending foreclosure, the Association approval process and requirement described elsewhere therein do not apply.

excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.

c. Workers' Compensation policy to meet the requirements of law.

d. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

9.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.4 Insurance: shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interest may appear.

a. Common elements. Proceeds on account of damage to common elements -- an undivided share for each Unit owner, such share being the same as the undivided share for each Unit owner in the common elements appurtenant to his/her Unit.

b. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored -- for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored -- an undivided share for each Unit owner, such share being the same as the undivided share in the common elements appurtenant to his/her Unit.

10. Reconstruction or repair after casualty.

10.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. Unit building.

(1) Lesser damage. If the damaged improvement is the Unit building, and if Units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the Unit building, and if Units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

10.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the Unit building, by the owners of not less than 75% of the common elements, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

10.3 Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit owner, then the Unit owner shall be responsible for reconstruction and repair after casualty. In all other

which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage. Such mortgagee written request must be sent by certified mail-return receipt requested and received by the Association not less than 30 business days prior to commencement of reconstruction and repair.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and if necessary an architect and/or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit owner shall be paid by the Association to the Unit owner, or if there is a mortgagee endorsement as to the Unit, then to the Unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Disbursements. When a mortgagee is required in this instrument to be named as payee, the Association shall also name the mortgagee as a payee of any distributions of insurance proceeds to a Unit owner.

11. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the Unit building in useful condition exists upon the land.



utility vehicles such as Ford Explorer Sport Trac, Honda Ridgeline, Chevrolet Avalanche and Cadillac Escalade Ext which have a rear bed outside the passenger compartment are not permitted to park overnight. Campers, motor homes, powered or unpowered vehicles having less than or more than four wheels in contact with the pavement in an at-rest condition, mopeds, gopeds, skateboards, trailers of any type, personal watercraft, and boats are prohibited. This provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of the condominium property. None of these vehicles are allowed to be parked over night, except in case of an Association project or emergency.

11.7 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit owner shall permit any use of his/her Unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

11.8 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

11.9 Leasing. No rooms may be rented or leased. The minimum lease period for a Unit shall be three (3) consecutive months. The total time the lessee may have house guests shall not exceed two (2) weeks in any three (3) month period, and no house guest under sixteen (16) years of age shall be permitted in a leased Unit; under-use in any period shall not carry over into future periods; these computations shall be made on a cumulative basis for all such guests, rather than on a guest by guest basis; this limitation applies to overnight guests only, and finally each day as well as part of a day shall be counted in the computation. The following additional leasing restrictions apply:

- a. No Unit may be leased within two years after the date that an owner obtains title to a Unit; the only exception is where the owner(s) of the Unit

any similar device that utilizes or uses a motor of any type to create or drive a flow or movement of water within such device, nor will any such device be permitted within any Unit. The exception being the dishwasher which was in the Unit when purchased.

Anyone installing new hard surface floor covering (tile, marble, wood, vinyl, or other hard surface floor covering) above the ground floor level, in areas other than the kitchen and bathrooms, must apply to the Association for approval and shall comply with the Association's requirements. Prior to the installation of such covering, the Unit Owner and the Association shall enter into and execute the "Agreement and Consent for installation of Hard Surface Flooring". The Agreement form shall be maintained by the Association. Floors and tile coverings must be inspected by the Maintenance Department before installation begins.

The use of carpeting, tile or other floor coverings made of materials which hold moisture is prohibited on patios not enclosed by glass. Door mats of similar materials are prohibited on walkways.

11.12 Amendment to this Section. No amendment to this section shall operate to retroactively invalidate any lease, ownership or occupancy of a Unit which was valid upon the effective date of the amendment.

12. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner shall be subject to the following provisions as long as the condominium exists and the Unit building in useful condition exists upon the land, which provisions each Unit owner covenants to observe:

12.1 Transfers subject to approval.

a. Sale. No Unit owner may dispose of or any interest in a Unit by sale without approval of the Association. Said approval shall be in the form which is attached to the Declaration as "Schedule A" and shall be recorded in the Official Record Books of Palm Beach County, Florida.

b. Lease. No Unit owner may dispose of or any interest in a Unit by lease without approval of the Association.

Except as hereinafter provided, no Unit may be leased earlier than two (2) years after the date that a Certificate of Approval of Ownership has been issued to the owner by the Board of Directors of the Association authorizing the transfer of ownership of the Unit or an interest therein. The Board of

(3) Gift, devise or inheritance; other transfers. A Unit owner who has obtained his/her title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

(2) Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

(3) Gift; devise or inheritance; other transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit owner's ownership of his/her Unit. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

c. Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes a corporation cannot purchase a Unit.

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

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

b. Lease. If the proposed transaction is a lease, the Unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; devise or inheritance; other transfers. If the Unit owner giving notice has acquired his/her title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the

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

12.6 Amendment to this Section. No amendment to this Section shall operate to retroactively invalidate any lease or occupancy of a Unit which was valid upon the effective date of the amendment.

13. Compliance and default. Each Unit owner shall be governed by and shall comply with the terms of this Restated and Amended Declaration of Condominium, Restated and Amended Articles of Incorporation and Restated and Amended By-laws and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit owner to comply with such documents and regulations shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act.

13.1 Negligence. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her negligence or by that of any member of his/her family or his/her or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit owner.

13.2 Costs and Attorneys' fees. In any proceeding arising because of an alleged failure of a Unit owner or the Association to comply with the terms of this Restated and Amended Declaration, Restated and Amended Articles of Incorporation of the Association, the Restated and Amended Bylaws, or the regulations adopted pursuant to them, and these documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, mediator, arbitrator or other presiding authority in any such proceeding. For purposes of this section, 'proceeding' shall include mediation, arbitration, court proceedings and other similar formal processes for resolution of disputes to which the parties are subject. Nothing in this section precludes the parties from making other agreements with respect to fees and costs in individual proceedings.

15.2 Proviso. Provided, however, that no amendment shall discriminate against any Unit owner nor against any Unit or class or group of Units, unless the Unit owners so affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. No amendment shall be made to this paragraph 15.2, nor to paragraphs 6.2(b), 12.5, 16.2 of this Declaration without the written consent of the record holder of any mortgage. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

15.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, 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 copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

16. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

16.1 Destruction. If it is determined in the manner elsewhere provided that the Unit building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

16.2 Agreement. The condominium may be terminated at any time by approval in writing of all record owners of Units and all record owners of mortgages on Units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements and of the record owners of all mortgages upon the Units are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the 60th day from the date of such meeting. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

The foregoing is subject to any other provisions in this declaration or in the Rules and Regulations relative to guests.

c. Each Owner shall be responsible to ensure that his/her lessees, residents, guests and invitees of the Unit comply with the requirements of this Section 19.

19.4 Grandfather Provisions. The occupancy requirements of Section 19.3.a above shall not apply to the following persons, who shall be "grandfathered" (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 11.4 of this Declaration and provided that they register or have registered with the Association as provided for below:

a. Owners. All Owners owning record title to a Unit as of June 29, 1995, including their present or future spouse, and family members then residing with them.

b. Lessees. Any lessee(s) and other occupants of a Unit under a valid written lease, which was fully executed prior to June 29, 1955, including any renewal of the lease in the same Unit only.

c. Understanding. The fact that a person under the age of 55 years is given grandfather status, or is provided an exception under Section 19.3.b above, shall not entitle the permanent occupancy of the Unit by any other person unless:

- (1) At least one (1) person occupying the Unit is 55 years of age or older; or
- (2) That other person is also accorded grandfather status; or
- (3) That other person is also accorded an exception under Section 19.3.b above.

19.5 Registration Required. All Owners, lessees and occupants must register with the Association within ninety (90) days after first occupying a Unit, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status unless the person has properly registered. These items to be delivered for registration are as follows:

a. A fully completed and signed registration/Proof of Age form to be provided by the Association; and

b. Documentation demonstrating Proof of Age as provided for in Section 19.6 below; and

necessary, subject only to limitations of this Restated and Amended Declaration, or the Restated and Amended Articles of Incorporation and Restated and Amended By-Laws, for the Condominium to qualify for Exemption Three of the Act, as more fully explained in the Administrative Rules. Monies expended by the Association in connection with the foregoing shall be considered valid common expenses.



This instrument was prepared by  
and should be returned to:  
Tyler Powell, Esq.  
St. John, Core & Lemme, P.A.  
1601 Forum Place  
West Palm Beach, FL 33401  
**Will Call Box #110**

**Exhibit "A"**

**[Substantial rewording of Declaration of Condominium. See existing Declaration  
of Condominium for present text.]**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
PORTS O'CALL CONDOMINIUM NO. D, A CONDOMINIUM**

PORTS O'CALL CONDOMINIUM ASSOCIATION, INC. ("Association") hereby  
adopts this Amended and Restated Declaration of Condominium of Ports O'Call  
Condominium No. D, a Condominium ("Amended and Restated Declaration"):

This Amended and Restated Declaration amends and restates that certain  
Declaration of Condominium of Ports O'Call Condominium No. D, a Condominium,  
recorded at Official Records Book 1783, Page 602 of the Public Records of Palm Beach  
County, Florida ("Original Declaration").

WHEREIN the Association makes the following declarations:

1. **The Condominium and the Land.** The following land described in this  
instrument and improvements on such lands has been submitted to the condominium  
form of ownership and use in the manner provided by Florida Statutes Chapter 718  
(Condominium Act).

1.1 **Name and Address.** The name by which this condominium is identified is  
PORTS O'CALL CONDOMINIUM NO. A, a Condominium, and its address is 29 Yacht  
Club Drive, North Palm Beach, Florida.

1.2 **The Land.** The following described lands lying in Palm Beach County,  
Florida, have been submitted to the condominium form of ownership.

A parcel of land in a portion of Section 9, Township 42 South, Range 43 East, Palm  
Beach County, Florida; being more particularly described as follows:

2.4 Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

2.5 Common Expenses include:

- a. expenses of administration;
- b. expenses of maintenance; operation, repair or replacement of the common elements, and of the portions of Units to be maintained by the Association;
- c. expenses incurred in the leasing, maintenance, operation, repair and replacement of recreational properties and facilities by the Association;
- d. expenses declared common expenses by the provisions of this Declaration or the Bylaws;
- e. any valid charge against the condominium property as a whole.

2.6 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7 Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

2.8 Directors The affairs of the Association shall be managed by a Board of Directors of not less than five nor more than nine directors, the exact number to be determined by the Board of Directors prior to the mailing of the first notice of the meeting of the members at which directors are elected. Unit owners in each building have the right to elect one member from their building to the Board.

3. Development plan. The condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvements on it is attached as Exhibit A.

3.2 Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such which are attached hereto as Exhibit B, and made a part hereof.

3.3 Easements – ingress - egress. Easements are reserved through the condominium property as may be required for utility services in order to serve this

b. Perimetrical boundaries. The perimetrical boundaries of the Unit shall be the following boundaries, extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the Unit building bounding a Unit and fixtures thereon, and when there is attached to the building a balcony, terrace, stairway or other portion of the building serving only the Unit being bounded, such boundaries shall be the intersecting vertical plane adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor Units, such boundaries shall include the terraces serving such Units.

(2) Interior building walls ~~the vertical planes of the center line of walls bounding a Unit extended to intersections with other perimetrical boundaries with the following exceptions:~~

(i) When walls between Units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.6 Common Elements. The common elements include the land and all other parts of the condominium not within the Units and include but are not limited to the following items as to which the Association shall have the powers indicated:

a. Automobile parking areas and streets. Except as hereinafter provided, the Association shall regulate, control and have full authority with respect to the use of all parking lots, streets, and roadways. Automobile parking will be made available to Unit owners so that the occupants of each Unit will be entitled to one covered or uncovered parking space. Unit owners and members

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

(1) all portions of a Unit except interior surfaces, contributing to the support of the Unit building, which portion shall include but not be limited to the outside walls of the Unit building and all fixtures on its exterior, boundary walls of Unit, floor and ceiling slabs, load bearing columns and load bearing walls;

(2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the condominium other than the Unit within which contained; and

(3) all incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(4) The Association has the irrevocable right of access to each Unit during reasonable hours, and at any time in an emergency, when necessary for the maintenance, repair or replacement of any common element or any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the common elements or to a Unit. Each Unit owner is required to provide a copy of the key to the Unit to the Association and to provide a new key within twenty-four (24) hours after the lock has been changed. Any Unit owner who has failed to provide a working key to the Unit, is deemed to have given consent for the Association to hire a locksmith to gain access to the Unit. Notwithstanding anything in this Declaration or the Condominium documents to the contrary, the Unit owner under these circumstances shall be responsible for the expense of the locksmith and for repair of any damage to the Unit, lock or door caused by the necessity of the Association having to gain access to the Unit. In addition, the Unit owner is deemed to consent to pay for re-securing the Unit after such access.

b. By the Unit owner. The responsibility of the Unit owner shall be as follows:

property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any Unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the Unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a Unit owner in the common elements altered or further improved, whether or not the Unit owner contributes to the cost of such alteration or improvements.

7. **Assessments.** The making and collection of assessments against owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

7.1 **Share of common expense.** Each Unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the Units owned by him/her.

7.2 **Interest; Late Fee. Application of payments.** Invoices for assessments will be mailed to Unit owners and will specify the amount and date due. Assessments and installments on such assessments paid ten (10) days after the due date will be considered delinquent and bear interest at the rate of ten percent (10%) per annum from the date due until paid. Also a late fee of twenty-five (\$25.00) shall be charged on any assessment and installment on such assessment not postmarked on or before ten days after the date when due. All payments upon account shall be first applied to interest and late fees and then to the assessment payment first due. If payment is not received or postmarked by the end of the ten (10) day period, a First Notice of Delinquency will be mailed to the Unit owner giving the amount due and a payment date. If payment is not received or post marked by the new payment date, a Second Notice of Delinquency will be mailed to the Unit owner by certified mail giving the amount, a final payment date and notice that if payment is not received or postmarked

9. **Insurance.** The insurance other than title insurance that shall be carried upon the condominium property and the property of the Unit owners shall be governed by the following provisions:

9.1 **Authority to purchase; named insured.** Insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit owners, without naming them, and as agent for their mortgagees. Where mortgagees have specifically informed the Association in writing to do so, provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit owners. Unit owners must obtain coverage at their own expense upon their personal property and for their personal liability, living expense, and those portions of the Unit and condominium property which the Unit owner is required by law to insure.

9.2 **Coverage.**

a. **Casualty.** All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) **loss or damage** by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such **other risks** as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. **Public liability** in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.

c. Workers' Compensation policy to meet the requirements of law.

d. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

9.3 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

b. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Unit owners. Where mortgagees have specifically advised the Association in writing to do so, remittances to mortgagees shall also be made. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

c. Certificate. In making distribution to Unit owners and their mortgagees, the Association may rely upon a certificate of the Association made by its president and secretary as to the names of the Unit owners and their respective shares of the distribution.

9.6 Association as agent. The Association is irrevocably appointed agent for each Unit owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

## 10. Reconstruction or repair after casualty.

10.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. Unit building.

(1) Lesser damage. If the damaged improvement is the Unit building, and if Units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the Unit building, and if Units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be

by the Association from assessments against Unit owners, shall be disbursed in payment of such costs in the following manner:

a. Association. The Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. Insurance and Assessments. The proceeds of insurance collected on account of a casualty, and the sums deposited by the Association from collections of assessments against Unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon written request to the Association by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage. Such mortgagee written request must be sent by certified mail-return receipt requested and received by the Association not less than 30 business days prior to commencement of reconstruction and repair.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and if necessary an architect and/or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit owner shall be paid by the Association to the Unit owner, or if there is a mortgagee endorsement as to the Unit, then to the Unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.



permitted but shall be limited to a total of six (6) weeks in a calendar year; under-use in any period shall not carry over into future periods; these computations shall be made on a cumulative basis for all such children, rather than on a child by child basis, and shall apply to overnight visitation only; and finally, each day as well as part of a day shall be counted in the computation. An owner shall be considered to be not present in the Unit when the owner does not stay overnight in the Unit along with the child.

11.5 Pets. No Unit or portion of the condominium property, or any property operated by the Association shall be occupied by any pet. Pets shall not be brought to any portion of the Condominium property by guests or tenants.

11.6 Vehicles. Passenger automobiles, sport utility vehicles with tires no larger than standard original equipment for the vehicle, and vans with windows on the sides and rear and which are designed and used only for carrying passengers, are the only vehicles that are permitted at the Condominium. In addition, the maximum permitted external size dimensions of any vehicle (including sport utility vehicles and vans) is as follows: 18 ½ feet in length; 7 feet in width; and 78 inches in height. Commercial vehicles, vehicles with visible external signage or commercial paint schemes, motorcycles, pickup trucks, vehicles with pickup type beds in the rear including sport utility vehicles such as Ford Explorer Sport Trac, Honda Ridgeline, Chevrolet Avalanche and Cadillac Escalade Ext which have a rear bed outside the passenger compartment are not permitted to park overnight. Campers, motor homes, powered or unpowered vehicles having less than or more than four wheels in contact with the pavement in an at-rest condition, mopeds, gopeds, skateboards, trailers of any type, personal watercraft, and boats are prohibited. This provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of the condominium property. None of these vehicles are allowed to be parked over night, except in case of an Association project or emergency.

11.7 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit owner shall permit any use of his/her Unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

children of the Owner(s), the occupancy shall be subject to the tenant screening and approval process which included the right of the Board of Directors to disapprove the occupancy and further subject to the age restrictions applicable to Ports O'Call.

11.9.3 Approval of All New Residents. Association approval is required for every new resident of Ports O'Call occupying a Unit for longer than thirty (30) days. The new resident shall follow the same application procedure as for lessees or purchasers. This requirement shall apply to all new residents even if the resident is occupying the Unit with the Owner.

11.10 Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all Unit owners and residents of the condominium upon request.

11.11 Water Devices and Floor Coverings. No Unit owner shall install, maintain or operate, within their Unit a Jacuzzi, hot tub, whirlpool, hydro tub, washing machine or any similar device that utilizes or uses a motor of any type to create or drive a flow or movement of water within such device, nor will any such device be permitted within any Unit. The exception being the dishwasher which was in the Unit when purchased.

Anyone installing new hard surface floor covering (tile, marble, wood, vinyl, or other hard surface floor covering) above the ground floor level, in areas other than the kitchen and bathrooms, must apply to the Association for approval and shall comply with the Association's requirements. Prior to the installation of such covering, the Unit Owner and the Association shall enter into and execute the "Agreement and Consent for installation of Hard Surface Flooring". The Agreement form shall be maintained by the Association. Floors and tile coverings must be inspected by the Maintenance Department before installation begins.

The use of carpeting, tile or other floor coverings made of materials which hold moisture is prohibited on patios not enclosed by glass. Door mats of similar materials are prohibited on walkways.

11.12 Amendment to this Section. No amendment to this section shall operate to retroactively invalidate any lease, ownership or occupancy of a Unit which was valid upon the effective date of the amendment.

(1) Sale. A Unit owner intending to make a bona fide sale of his/her Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information as the Association may reasonably require. Such notice at the Unit owner's option may include a demand by the Unit owner that the Association furnish a purchaser of the Unit in the event that the proposed purchaser is not approved for ownership by the Association and such person is found to meet the requirements of the Condominium documents. If such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A Unit owner intending to make a bona fide lease of his/her Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, devise or inheritance; other transfers. A Unit owner who has obtained his/her title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an officer of the Association.

rights and property of others as evidenced by his, her or their conduct in this condominium as a tenant, dwelling Unit owner, guest or occupant of a dwelling Unit; or

- The proposed purchaser has failed to comply with the provisions of this section.

If the proposed transferee meets all requirements of the condominium documents and the Association shall disapprove a transfer or ownership of to such person, then the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his/her agreement to

12.4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan Association that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his/her successors or assigns, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. However, any person who acquires title through a transfer, sale or lease by a bank, life insurance company or savings and loan Association shall be subject to the same approval process as described in this Section 12. Maintenance of Community Interests.

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

12.6 Amendment to this Section. No amendment to this Section shall operate to retroactively invalidate any lease or occupancy of a Unit which was valid upon the effective date of the amendment.

13. Compliance and default. Each Unit owner shall be governed by and shall comply with the terms of this Restated and Amended Declaration of Condominium, Restated and Amended Articles of Incorporation and Restated and Amended By-laws and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a Unit owner to comply with such documents and regulations shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act.

13.1 Negligence. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her negligence or by that of any member of his/her family or his/her or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit owner.

15. **Amendments.** Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

15.1 **Resolution.** A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. Not less than 75% of the membership of the Board of Directors and by not less than 66-2/3% of the votes of the membership of the Association of those so voting; or

b. not less than 80% of the votes of the entire membership of the Association.

15.2 **Proviso.** Provided, however, that no amendment shall discriminate against any Unit owner nor against any Unit or class or group of Units, unless the Unit owners so affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. No amendment shall be made to this paragraph 15.2, nor to paragraphs 6.2(b), 12.5, 16.2 of this Declaration without the written consent of the record holder of any mortgage. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

15.3 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, 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 copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

16. **Termination.** The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

16.3 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 as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

16.4 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 in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' Units prior to the termination.

17. Amendment. This section concerning termination cannot be amended without consent of all Unit owners and of all record owners of mortgages upon the Units.

18. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, bylaws and regulations of the Association shall not affect the validity of the remaining portions.

19. **Occupancy Restrictions Under the Fair Housing Amendments Act of 1988.**

19.1 Definitions. the following definitions shall apply:

a. "Act" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L. 100-430, approved September 13, 1988: 102 Stat. 1619) as amended from time to time.

b. "Administrative Rules" shall mean and refer to the administrative rules promulgated by the Secretary of Housing and Urban Development, which became effective on or about March 12, 1989, as amended from time to time.

c. "Association Expenses" shall be deemed to include those expenditures made by the Board of Directors necessary in its discretion to implement and provide "facilities and services" referred to under Exemption Three of the Act, as more fully explained in the Administrative Rules.

owner's file. Approval and an interview must be given by the Board of Directors if the licensed care giver and/or professional personnel is to be in residence. (Caregiver and/or professional personnel, are restricted from use of Clubhouse or pool.)

(4) Occupancy by an Owner's family members where necessary for the medical needs of the Owner. (No children under 16 years of age).

(5) Occupancy of a Unit by guest(s) when the Owner or lessee is not present and when there is no owner occupying the Unit: guest(s) 55 years or older have occupancy limited to six (6) weeks total in a calendar year. No guest is allowed under sixteen (16) years of age. Lessees may not have guests occupy the Unit when they are not in residence. This limitation shall not be cumulative from year to year. Each day as well as part of a day shall be counted in this computation. The Unit owner or lessee shall be considered to be not present in the Unit when the Unit owner or lessee does not stay overnight in the Unit along with the guest(s). The foregoing is subject to any other provisions in this declaration or in the Rules and Regulations relative to guests.

c. Each Owner shall be responsible to ensure that his/her lessees, residents, guests and invitees of the Unit comply with the requirements of this Section 19.

19.4 Grandfather Provisions. The occupancy requirements of Section 19.3.a above shall not apply to the following persons, who shall be "grandfathered" (that is, obtain grandfather status) and be permitted to occupy their Unit, even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 11.4 of this Declaration and provided that they register or have registered with the Association as provided for below:

a. Owners. All Owners owning record title to a Unit as of June 29, 1995, including their present or future spouse, and family members then residing with them.

b. Lessees. Any lessee(s) and other occupants of a Unit under a valid written lease, which was fully executed prior to June 29, 1955, including any renewal of the lease in the same Unit only.



foregoing applies regardless of the age of the persons or whether they seek grandfather status.

b. Registration/Proof of Age Form. The Association shall make available a registration/Proof of Age form to all Owners. It shall be the responsibility of the Owner, not the Association, to provide the lessee(s) or other occupants of the Unit with the registration form for the Lessee(s)/occupant(s) to complete and return to the Association.

c. Presumption. Should any person fail or refuse to provide Proof of Age as required in this Section 19.6 the Association shall be justified in assuming that such person is not 55 years of age or older.

d. Proviso. Any Owners, lessees and occupants who have previously delivered the foregoing Proof of Age to the Association shall be considered in compliance with this Section 19.6 and need not submit further proof.

19.7 Special Power and Duty. It is hereby recognized that a power of the Board of Directors is to contract for and maintain and implement facilities and services which the Board in its discretion deems necessary for this Condominium to qualify for Exemption Three of the Act, as more fully explained in the Administrative Rules. It is furthermore a duty of the Board of Directors to take whatever steps are reasonably necessary, subject only to limitations of this Restated and Amended Declaration, or the Restated and Amended Articles of Incorporation and Restated and Amended By-Laws, for the Condominium to qualify for Exemption Three of the Act, as more fully explained in the Administrative Rules. Monies expended by the Association in connection with the foregoing shall be considered valid common expenses.

This Amended and Restated Declaration of Condominium is adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PORTS O'CALL CONDOMINIUM  
ASSOCIATION, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Association President  
Printed Name: \_\_\_\_\_

**EXHIBIT D**

**[Substantial re-wording of the Articles of Incorporation. See existing  
Articles of Incorporation for present text.]**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
PORTS O'CALL CONDOMINIUM ASSOCIATION, INC.  
a Florida not-for-profit Corporation**

PORTS O'CALL CONDOMINIUM ASSOCIATION, INC. ("Association") adopts these Amended and Restated Articles of Incorporation ("Amended and Restated Articles").

**ARTICLE I**

**Name and Address**

The name of the corporation shall be PORTS O'CALL CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association. The business address of the corporation shall be 24 Yacht Club Drive, North Palm Beach, Florida.

**ARTICLE II**

**Purpose**

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, for the operation of several condominiums known collectively as PORTS O'CALL, which condominiums are located in the Village of North Palm Beach, Florida.

2.2 The Association shall make no distributions of income to the members, directors or officers.

**ARTICLE III**

**Powers**

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Amended and Restated Articles and the Amended and Restated Declarations of Condominium of PORTS O'CALL, and all of the powers and duties reasonably necessary to operate the condominiums pursuant to the Declarations and as they may be amended from time to time, including but not limited to the following:

- a. To make and collect assessments against members as Unit owners to defray the costs, expenses and losses of the condominiums.
- b. To use the proceeds of assessments in the exercise of its powers and duties.

**ARTICLE IV**  
**Members**

4.1 The members of the Association shall consist of all of the record owners of Units in all of the condominiums established by Atlantic Land Company and known as Ports O'Call and after termination of the condominiums shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 After receiving approval of the Association required by the Declarations of Condominium, change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, a deed or other instrument to establish a record title to a Unit in any of the condominiums. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 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.

4.4 The owner of each Unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of a Unit and the manner of exercising voting rights shall be determined by the By-laws of the Association.

**ARTICLE V**  
**Directors**

5.1 The affairs of the Association will be managed by a board consisting of not more than nine directors, but in any event not less than five (5) directors. All members of the Board of Directors must be owners.

5.2 Notwithstanding any provision hereof to the contrary, the By-laws shall provide that each and every condominium known as Ports O'Call which is to be operated and/or administrated by this Association, and shall have representation on the Board of Directors of the Association though the appointment as stated in Paragraph 5.4 or the election to the Board of Directors of at least one of the Unit owners of each of said several condominium buildings. The By-laws may contain detailed provisions regarding the apportionment of directors.

5.3 Directors of the Association shall be elected or appointed at the annual meeting of the members in the manner determined by the By-laws.

5.4 The first election or appointment of directors shall not be held until after the developer has closed the sales of all of the apartments in the first condominium or until one year from the date of this corporate charter, whichever occurs first. At such time as additional condominiums known as Ports O'Call are established they shall be provided with representation on the Board of Directors as set forth in the preceding paragraphs hereof, provided, however, that the developer shall be entitled to designate the director or directors representing each such additional condominium building for the period of one year following and after the sale of 80% of the apartments in any such condominium building.

condominiums. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Palm Beach County, Florida.

#### **ARTICLE X**

##### **Terms**

The term of the Association shall be perpetual.

THIS INSTRUMENT WAS PREPARED BY:  
EUGENE F. MC, ATTORNEY  
101 LAKEVIEW BUILDING  
NORTH PALM BEACH, FLORIDA

EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS, that PINNER, INC., a Florida corporation, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby give, grant and convey unto ATLANTIC LAND COMPANY, a Florida corporation, an easement for navigation, tie pole and boat docking purposes, over and across the following described property lying and being in Palm Beach County, Florida:

Property more particularly described in SCHEDULE A attached hereto and made a part hereof.

This easement is granted on the condition that no dock or walkway shall extend beyond five (5) feet from any bulkhead or sea wall, nor shall any tie pole or other obstruction extend beyond 20 ft, from any bulkhead or seawall.

This agreement is in addition to restrictions contained in Official Record Book 867, page 957, Public Records of Palm Beach County, Florida, and all rights, restrictions and limitations contained therein and which are not inconsistent with this easement grant are hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned has caused these presents to be executed and the corporate seal to be affixed hereto this 1 day of April, 1969.

WITNESSES:

James J. Brown  
Harold A. Flemming

PINNER, INC.

By John A. Schwencke, Vice President

Attest Patricia Kilpatrick, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

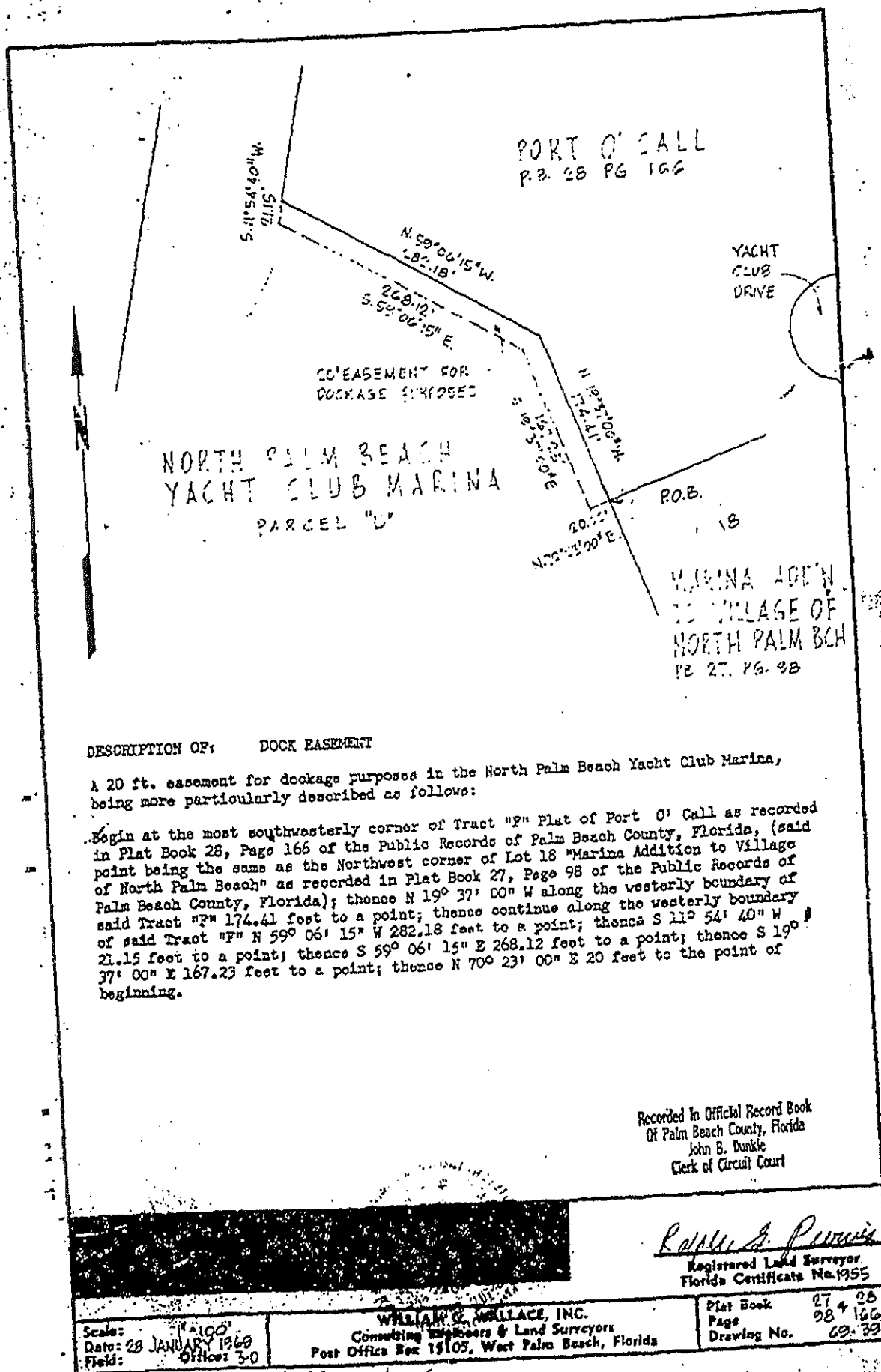
Before me personally appeared JOHN A. SCHWENCKE, Vice President, and PATRICIA KILPATRICK, Secretary, of PINNER, INC., and known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that said instrument is the free act and deed of said corporation executed by said officers for the uses and purposes therein mentioned; that the seal thereunto attached is the corporate seal of the corporation; all under the authority vested in said officer by the Board of Directors of said corporation. Witness my hand and official seal this 1 day of April, 1969.

My commission expires:

5/2/70

Harold A. Flemming  
Notary Public

REC-1713 REG-1511



DESCRIPTION OF: DOCK EASEMENT

A 20 ft. easement for dockage purposes in the North Palm Beach Yacht Club Marina, being more particularly described as follows:

Begin at the most southwesterly corner of Tract "F" Plat of Port O' Call as recorded in Plat Book 28, Page 166 of the Public Records of Palm Beach County, Florida, (said point being the same as the Northwest corner of Lot 18 "Marina Addition to Village of North Palm Beach" as recorded in Plat Book 27, Page 98 of the Public Records of Palm Beach County, Florida); thence N 19° 37' 00" W along the westerly boundary of said Tract "F" 174.41 feet to a point; thence continue along the westerly boundary of said Tract "F" N 59° 06' 15" W 282.18 feet to a point; thence S 21° 54' 40" W 21.15 feet to a point; thence S 59° 06' 15" E 268.12 feet to a point; thence S 19° 37' 00" E 167.23 feet to a point; thence N 70° 23' 00" E 20 feet to the point of beginning.

100005

THE INSTRUMENT WAS PREPARED BY:  
 EUGENE F. RUE, ATTORNEY  
 101 LAKEVIEW BUILDING  
 NORTH PALM BEACH, FLORIDA

EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS, that PINNER, INC., a Florida corporation, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby give, grant and convey unto KEY CONSTRUCTION & DEVELOPMENT, INC., a Florida corporation, an easement for navigation, tie pole and boat docking purposes, over and across the following described property lying and being in Palm Beach County, Florida:

Property more particularly described in SCHEDULE A attached hereto and made a part hereof.

This easement is granted on the condition that no dock or walkway shall extend beyond five (5) feet from any bulkhead or sea wall, nor shall any tie pole or other obstruction extend beyond 20 feet from any bulkhead or seawall.

This agreement is in addition to restrictions contained in Official Record Book 867, page 957, Public Records of Palm Beach County, Florida, and all rights, restrictions and limitations contained therein and which are not inconsistent with this easement grant are hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned has caused these presents to be executed and the corporate seal to be affixed hereto this 1 day of April, 1969.

WITNESSES:

James J. Danner  
Harold A. Thompson

PINNER, INC.

By John A. Schwencke, Vice President  
 Attest Patricia Kilpatrick, Secretary



STATE OF FLORIDA  
 COUNTY OF PALM BEACH

Before me personally appeared JOHN A. SCHWENCKE, Vice President, and PATRICIA KILPATRICK, Secretary, of PINNER, INC., and known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that said instrument is the free act and deed of said corporation executed by said officers for the uses and purposes therein mentioned; that the seal thereunto attached is the corporate seal of the corporation; all under the authority vested in said officer by the Board of Directors of said corporation. Witness my hand and official seal this 1 day of April, 1969.

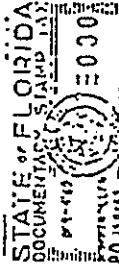
My commission expires:

5/2/70

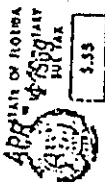
Harold A. Thompson  
 Notary Public

EE1713 ME1513

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PALM BEACH COUNTY



55  
 14:30  
 55

SCHEDULE A

Begin at the Southwest corner of Lot 18 of MARINA ADDITION TO THE VILLAGE OF NORTH PALM BEACH, as recorded in Plat Book 27 at Page 98, in and for the records of Palm Beach County, Florida; thence S 19° 37' 00" E along the West line of Lot 19 a distance of 185.00 feet to the intersection of the North line of Parcel "E" and the said West line of Lot 19; thence S 70° 23' 00" W along the said North line of Parcel "E" a distance of 20.00 feet; thence N 19° 37' 00" W a distance of 185.00 feet; thence N 70° 23' 00" E a distance of 20.00 feet to the Point of Beginning, all of which is a portion of Parcel "D" as shown on Plat aforesaid.

Recorded in Official Record Book  
Of Palm Beach County, Florida  
John R. Deale  
Clerk of Circuit Court

REC-1713 MAR 1514