

PREPARED BY:  
RICHARD D. DeBOEST, SR. ESQ.  
ATTORNEY AT LAW  
POST OFFICE BOX 1470  
FORT MYERS, FL 33902  
Tel: (941) 334-1381

Inst No: 2003030870 Date: 06/06/2003  
GAIL WADSWORTH, FLAGLER Co. Time: 14:14  
Book: 940 Page: 1834 Total Pgs: 117

OFF  
REC 0940 PAGE 1834

**DECLARATION OF CONDOMINIUM**  
**OF**  
**PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM**  
**PALM COAST, FLORIDA**

WCI COMMUNITIES, INC., herein called "Developer," on behalf of itself and its successors, grantees, and assigns, hereby makes this Declaration of Condominium:

1. **SUBMISSION TO CONDOMINIUM** — The fee simple title or easement interests, as noted, to the lands located in Flagler County, Florida, and described in attached Exhibit "E" are submitted to the condominium form of ownership.

2. **NAME — PLAN OF DEVELOPMENT** — Developer has or will construct a total of 58 single family residential units and one non-residential Porto Mar Amenities Unit in one, eleven story building over parking and associated improvements designated "Portofino at Hammock Dunes, A Condominium" (the "Condominium").

3. **NAME — ASSOCIATION** — The name of the Condominium Association is "Portofino at Hammock Dunes Condominium Association, Inc." This Association is incorporated as a not-for-profit Florida corporation.

4. **DEFINITIONS** — The terms used herein will have the meanings stated in Florida Statutes Chapter 718 (Condominium Act) and as follows, unless the context otherwise requires:

4.1. **ASSESSMENT** — The share of the funds required for the payment of common expenses that is assessed against a unit owner from time to time.

4.2. **ASSOCIATION** — The corporation responsible for the operation of the Condominium.

4.3. **ASSOCIATION PROPERTY** — All real or personal property owned or leased by the Association.

4.4. **BOARD OF DIRECTORS or DIRECTORS or BOARD** — The Board of directors responsible for the administration of the Association.

4.5. **CHARGE or SPECIAL CHARGE** — The obligation of a unit owner to pay or reimburse money to the Association that cannot be secured as an assessment pursuant to F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the unit owner pursuant to this Declaration.

4.6. **COMMON ELEMENTS** — The portions of the property submitted to condominium ownership and not included in the units including:

4.6.1. the Land;

4.6.2. all parts of improvements that are not included within the units (Note: chases and load bearing columns within units are common elements but are not shown on Exhibit "B" the Condominium Plot Plan.);

4.6.3. easements over, under, across and through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to units and the common elements;

4.6.4. easements of support in every portion of a unit which contributes to the support of any other unit or the Building;

4.6.5. installations for the furnishing of services to more than one unit or to the common elements, such as chilled water air conditioning, electricity, water and sewer; and

4.6.6. any other parts of the Condominium Property designated as Common Elements in this Declaration or pursuant to Chapter 718 of the Florida Statutes (in effect as of the date of this Declaration).

4.7. **COMMON EXPENSES** — All expenses properly incurred by the Association in the performance of its duties, including expenses specified in F. S. 718.115 and such expenses as may be declared to be common expenses by this Declaration, the Association Charter or the By-Laws. The cost of providing basic cable television under a bulk service contract, electronic security, and the cost of water and sewer service to the units shall be a common expense.

4.8. **COMMON SURPLUS** — The amount of all receipts or revenues including assessments, rents or profits collected by the Association which exceed common expenses.

4.9. **CONDOMINIUM DOCUMENTS** — This Declaration and the attached exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern these rights. All the other Condominium documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; (3) By-laws; and (4) Rules and Regulations.

4.10. **CONDOMINIUM PLOT PLAN** — The condominium drawings required by Florida Statutes Section 718.104, as amended from time to time. A copy of the Condominium Plot Plan is attached to and made a part of this Declaration as Exhibit "B."

4.11. **CONDOMINIUM PARCEL** — A unit together with the undivided share in the common elements which is appurtenant to the unit.

4.12. **CONDOMINIUM PROPERTY** — The real and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.

**4.13. DEVELOPER** — WCI COMMUNITIES, INC., the company that has established this Condominium, and the successors and assigns of the company's development rights. Please note that at various times, WCI adopts incentive programs with its affiliated brokerage entity, Prudential Florida WCI Realty under which Prudential agents receive bonuses in addition to commissions for sale of WCI constructed homes or the sale of residences in WCI high-rise buildings.

**4.14. EXHIBITS:**

- A. Association Articles of Incorporation
- B. Survey and Condominium Plot Plan
- C. Association By-laws
- D. Rules and Regulations
- E. Legal description of the Condominium Property
- F. Fractions of Ownership

**4.15. FAMILY** — One natural person or a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household employees); or not more than two adult persons not so related and the children of either or both of them who reside together as a single not-for-profit housekeeping unit.

**4.16. GUEST** — Any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit owner without the payment of consideration.

**4.17. HAMMOCK DUNES** — The lands in Flagler County, Florida, denominated as such in the Master Declaration, of which the Porto Mar Neighborhood and the Condominium form a part, and such other lands as may be added to or subtracted from such lands from time to time.

**4.18. INSTITUTIONAL FIRST MORTGAGEE** — The mortgagee or its assignee of a first mortgage on a condominium parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, Fannie May, Freddie Mac or any agency of the United States of America, or the Developer. The term also refers to any holder of a first mortgage against a condominium parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

**4.19. LEASE** — The grant by a unit owner of a temporary right of use of the owner's unit for a valuable consideration.

**4.20. LIMITED COMMON ELEMENTS** — Those portions of the common elements that are reserved for the use of a certain unit or units to the exclusion of the other units.

**4.21. MASTER ASSOCIATION** — Hammock Dunes Owners' Association, Inc., the property owners' association which administers the Master Declaration and of which unit owners are automatically members.

**4.22. MASTER DECLARATION** — The Declaration of Protective Covenants, Conditions and Restrictions for Hammock Dunes in Official Records Book 392, Page 343 of the Public Records of Flagler County, Florida, as amended and as may subsequently be amended from time to time, covering the development of Hammock Dunes.

**4.23. NEIGHBORHOOD ASSOCIATION** — Porto Mar Neighborhood Association, Inc., a not-for-profit Florida corporation, which pursuant to the Porto Mar Declaration, will own or administer and maintain the roads, landscaped areas, entrance, swimming pool, Dune

Cross-over, Porto Mar Amenities Unit in the Condominium and other common facilities within the Porto Mar Neighborhood, and of which unit owners in the Condominium are automatically members.

**4.24. OCCUPY**— The act of being physically present in a unit on two or more consecutive days, including staying overnight. An occupant is one who occupies a unit.

**4.25. OPERATION** — The administration and management of the Condominium Property.

**4.26. PERSON** — An individual, corporation, trust, or other legal entity capable of holding title to real property.

**4.27. PORTO MAR DECLARATION** — The Porto Mar at Hammock Dunes Declaration of Covenants and Restrictions recorded in Official Records Book 774, Page 1470 of the Public Records of Flagler County, Florida, as amended by that certain First Supplement recorded in Official Records Book 891, Page 98, of the Public Records of Flagler County, Florida, that certain Second Supplement, and as may subsequently be amended from time to time, covering the Porto Mar Neighborhood.

**4.28. PORTO MAR NEIGHBORHOOD** — The area within Hammock Dunes which is being developed by WCI Communities, Inc. as identified in the Porto Mar Declaration and is planned to consist of three condominiums (inclusive of the Condominium) and neighborhood improvements identified in section 4.29 next following.

**4.29. PORTO MAR AMENITIES UNIT** — The non-residential unit located on the Lobby Level in the Condominium which contains a social room, fitness center and other facilities serving all residents within the Porto Mar Neighborhood.

**4.30. SINGULAR, PLURAL, GENDER** — Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

**4.31. UNIT** — A part of the Condominium Property that is subject to exclusive ownership as described in this Declaration.

**4.32. UNIT NUMBER** — The name, letter, number, or combination thereof that is designated on the Condominium Plot Plan and is used as the identification of a unit.

**4.33. UNIT OWNER** — The owner of record legal title to a condominium parcel.

**4.34. VOTING INTERESTS** — The voting rights distributed to the Association members pursuant to F.S. 718.104(4)(j). Each unit shall have one vote in all matters.

**5. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES** — Each unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of the condominium documents and applicable laws.

**5.1. BOUNDARIES** — Each unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

**5.1.1. HORIZONTAL BOUNDARIES** — The upper and lower boundaries of the units will be:

**5.1.1.1. UPPER BOUNDARY** — The planes of the underside of the finished and undecorated ceilings of the unit, extended to meet the perimeter boundaries.

**5.1.1.2. LOWER BOUNDARY** — The planes of the upperside of the finished and undecorated surface of the floors of the unit, extended to meet the perimeter boundaries.

**5.1.2. PERIMETER BOUNDARIES** — The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the unit's windows, doors, and other openings that abut the exterior of the building or common elements, including limited common elements.

**5.1.3. AIR CONDITIONING EQUIPMENT** — Air conditioning equipment, if any, serving a particular unit and no others and installed on the roof of the Building or in any other part of the Common Elements shall be a part of the Unit which that equipment serves.

**5.2. EXCLUSIVE USE** — Each unit owner will have the exclusive use of such owner's unit.

**5.3. OWNERSHIP** — The ownership of each unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a unit owner in the Condominium Property which will include, but not be limited to:

**5.3.1. COMMON ELEMENTS AND COMMON SURPLUS** — An undivided share of ownership of the common elements and common surplus.

**5.3.2. LIMITED COMMON ELEMENTS** — Either the exclusive use or use in common with one or more other designated units of the limited common elements that may exist. Such elements include the garage parking spaces and private garages, storage lockers, the unit entries, terraces, and all items set forth in Section 6. that are exterior to a unit and are expressly required to be maintained by the unit owner.



**5.3.3. ASSOCIATION MEMBERSHIP** — Membership in the Association and voting rights.

**5.3.4. EASEMENT FOR AIR SPACE** — An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time.

**5.4. EASEMENTS** — The following non-exclusive easements are created by and granted from the developer to each unit owner; to the Neighborhood Association and the Dunes Community Development District and their employees, agents, and hired contractors; to utility companies; to unit owners' families in residence, guests, and invitees; and to governmental and emergency services, as applicable.

**5.4.1. INGRESS AND EGRESS** — Easements over the common elements for ingress and egress to units and public ways.

**5.4.2. MAINTENANCE, REPAIR, AND REPLACEMENT** — Easements over the common elements for landscaping, maintenance, repair, and replacement.

**5.4.3. UTILITIES** — Easements through the Common Elements and units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other units, the Common Elements, and other utility customers, both existing and future.

**5.4.4. PUBLIC SERVICES** — Access to both the Condominium Property and the units for lawfully performed emergency, regulatory, law enforcement, and other public services.

**5.4.5. SUPPORT** — An easement is granted and reserved in every portion of a unit and the common elements contributing to the support of the Condominium structures or any part thereof for the benefit of all units and the common elements so supported.

**5.4.6. ENCROACHMENTS** — If (a) any portion of the common elements encroaches upon any unit (or limited common element appurtenant thereto); (b) any unit (or limited common element appurtenant thereto) encroaches upon any other unit (or limited common element appurtenant thereto) or upon any portion of the common elements; (c) any encroachment shall hereafter occur as a result of (i) construction of the Building and other common elements; (ii) settling or shifting of the Building or other common elements; (iii) any alteration or repair to the common elements made by or with the consent of the Association or the Developer, as appropriate, or (iv) any repair or restoration of the improvements to the Condominium (or any portion thereof) or any unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any unit or the common elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the improvements to the Condominium shall stand.

**6. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS** — The responsibility for protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

**6.1. ASSOCIATION MAINTENANCE** — The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- 6.1.1.** Electrical wiring up to the circuit breaker panel in each unit.
- 6.1.2.** Water pipes up to the individual unit cut-off valve within the unit.
- 6.1.3.** Cable television lines up to the wall outlets in the units.

6.1.4. Air conditioning condensation drain lines, up to the point where they enter each unit.

6.1.5. Sewer lines, up to the point where they enter the unit.

6.1.6. All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

6.1.7. The exterior surface of the main entrance doors to the units.

6.1.8. All exterior building walls, including painting, waterproofing, and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by a unit owner or his predecessor in title or for damage to paint, wallpaper, paneling, flooring or carpet which, of necessity, must be cut or removed to gain access to work areas located behind them.

**6.2. UNIT OWNER MAINTENANCE** — Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

6.2.1. Maintenance, repair and replacement of screens, windows and window glass.

6.2.2. The main entrance door to the unit and its interior surfaces.

6.2.3. All other doors within or affording access to the unit.

6.2.4. The electrical, mechanical and plumbing lines, pipes, fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only the unit.

6.2.5. The circuit breaker panel and all electrical wiring going into the unit from the panel.

6.2.6. Appliances, water heaters, smoke alarms and vent fans.

6.2.7. All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively, except as otherwise provided in Section 6.4. below.

6.2.8. Carpeting and other floor coverings.

6.2.9. Door and window hardware and locks.

6.2.10. Shower pans.

6.2.11. The main water supply shut-off valve for the unit.

6.2.12. Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.

6.2.13. All interior partition walls which do not form part of the boundary of the unit.

### 6.3. OTHER UNIT OWNER RESPONSIBILITIES -

6.3.1. **TERRACES** — Where a limited common element consists of a terrace the unit owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling bounding said area, if any; and all fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building, support

columns and the concrete slabs. The unit owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a common expense. The maintenance, repair, replacement and insurance of floor covering shall be the responsibility of the unit owner.

**6.3.2. INTERIOR DECORATING** — Each unit owner is responsible for all decorating within his own unit, including wallpapering, paneling, draperies, window shades, curtain, lamps and other light fixtures, and other furnishings and interior decorating.

**6.3.3. FLOORING** — All units other than ground floor units shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall obtain the written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. The structural integrity of terraces constructed of steel reinforced concrete is adversely affected by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock and unglazed ceramic tile and its grout. For this reason no indoor-outdoor carpet or river rock may be used on terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the terrace of a unit shall be installed so as to insure proper drainage.

**6.3.4. WINDOW COVERINGS** — The covering and appearance of the windows and doors, whether by draperies, shades, reflective film or other items, whether

installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

**6.3.5. MODIFICATIONS AND ALTERATIONS OR NEGLECT —**

If a unit owner makes any modifications, installations or additions to his unit or the common elements or neglects to maintain, repair and replace as required by this Section 6, the unit owner, and his successors in title, shall be financially responsible for:

**6.3.5.1.** Maintenance, repair and replacement of the modifications, installations or additions;

**6.3.5.2.** The costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions;  
and

**6.3.5.3.** The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible.

**6.3.6. USE OF LICENSED AND INSURED CONTRACTORS —**

Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

**6.4. SERVICE AND MAINTENANCE CONTRACTS —** If there shall become available to the Association:

6.4.1. A program of contract maintenance for items which are located within the units and otherwise the responsibility of the unit owner, such as water heaters and/or air-conditioning compressors and/or air handlers and related equipment serving individual units; or

6.4.2. certain contract services to be delivered within the units for items otherwise the responsibility of the unit owner, such as pest control or cable television: the Board may enter into any such contracts which the Board determines are to the benefit of the owners generally. The expenses of such contractual undertakings to the Association shall be a common expense. All maintenance, repairs and replacements not covered by the contracts shall remain the responsibility of the unit owner. Because the expenses are common expenses, an election by a unit owner not to take advantage of the services or maintenance provided by such contracts shall not excuse the owner from paying his share of the cost.

**6.5. OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED**

— No unit owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be determinative of the matter. The owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the owner, including any subsequent maintenance and restoration. No owner will do any work that would jeopardize the safety or soundness of the building, increase insurance requirements or premiums or impair any easements. If approved by the Board, two units owned by the same owner that are adjacent horizontally, may be connected by doorways through common element walls. Such Board approved work is declared not to constitute material alterations or substantial additions to the common elements.

## 7. COMMON ELEMENTS

7.1. **SHARE OF** — Units in the Condominium will be apportioned a fraction of the common expenses, common surplus and ownership of the common elements based on the square footage of each unit in uniform relation to the total square footage of all units in the Condominium.

<u># of Units</u>	<u>Floor</u>	<u>Unit Type</u>	<u>Unit Fractions</u>	<u>Total</u>
1	1	Porto Mar Amenities	<u>6,451.4</u> 154,969.3	<u>6,451.4</u> 154,969.3
1	1	Lanai 105	<u>1,977.4</u> 154,969.3	<u>1,977.4</u> 154,969.3
1	1	Lanai 106	<u>2,745.1</u> 154,969.3	<u>2,745.1</u> 154,969.3
8	2 - 9	Typical 01	<u>2,833.5</u> 154,969.3	<u>22,668</u> 154,969.3
8	2 - 9	Typical 02	<u>1,943.6</u> 154,969.3	<u>15,548.8</u> 154,969.3
8	2 - 9	Typical 03	<u>2,389.5</u> 154,969.3	<u>19,116</u> 154,969.3
8	2 - 9	Typical 04	<u>2,389.6</u> 154,969.3	<u>19,116.8</u> 154,969.3
8	2 - 9	Typical 05	<u>1,942.7</u> 154,969.3	<u>15,541.6</u> 154,969.3
8	2 - 9	Typical 06	<u>2,848.5</u> 154,969.3	<u>22,788</u> 154,969.3
2	10 - 11	PH 01	<u>2,834.9</u> 154,969.3	<u>5,669.8</u> 154,969.3
2	10 - 11	PH 03	<u>4,420.4</u> 154,969.3	<u>8,840.8</u> 154,969.3
2	10 - 11	PH 04	<u>4,403.1</u> 154,969.3	<u>8,806.2</u> 154,969.3
2	10 - 11	PH 06	<u>2,849.7</u> 154,969.3	<u>5,699.4</u> 154,969.3
<b>TOTAL 59</b>				<u>154,969.3</u> 154,969.3



**7.2. USE** — Each unit owner and the Association will be entitled to use the common elements in accordance with the purposes for which the common elements are intended; however, no such use may hinder or encroach upon the lawful rights of other unit owners.

**7.3. MATERIAL ALTERATIONS AND ADDITIONS** — Except for changes made by an owner with Association approval as provided in Section 6.5. above, or by the Board of Directors alone for the integrity of the Condominium Property, material alteration of or substantial additions to the common elements or to Association property including the purchase, acquisition, sale, conveyance, or mortgaging of such property may be effectuated only by vote of two thirds of the voting interests of the Association at a meeting called for that purpose. The Board of Directors, without any vote of the membership, is authorized to lease or grant easements or licenses for the use of the common elements or Association property to unit owners or other persons, if in the judgement of the Board, the use will benefit the members of the Association. The Association may charge for such use. Examples of such use are the lease of the swimming pool and pool deck to a unit owner for a private party for an afternoon or evening and leasing space on the building roof long term to a telecommunications company for cellular phone antennas.

**8. FISCAL MANAGEMENT** — The fiscal management of the Condominium including budget, fiscal year, charges, assessments, and collection of assessments shall be as set forth herein and in the By-laws (Exhibit C).

**9. ADMINISTRATION** — The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the By-Laws.

**10. INSURANCE** — In order to adequately protect the unit owners, the Association, and all parts of the Condominium Property and Association property that are required to be insured

by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

**10.1. DUTY AND AUTHORITY TO OBTAIN** — The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the unit owners and their mortgagees (without naming them), as their interests shall appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. In the event that the Porto Mar Neighborhood Association, Inc. requests the Association to name it as an additional insured as its interests may appear, the Association shall do so.

**10.2. BASIC INSURANCE** — The Board will procure insurance covering the building and improvements as well as all insurable Association property, in an amount determined annually by the Board of Directors. Pursuant to F. S. 718.111(11)(b) the word "building" does not include floor coverings, wall coverings, ceiling coverings nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets located within a unit. Such insurance shall afford the following protection:

**10.2.1. PROPERTY** — The policy must include replacement cost coverage for loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

**10.2.2. FLOOD** — The policy must include up to the replacement cost for the building and insurable improvements, as available.

**10.2.3. LIABILITY** — The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with

such coverage as required by the Board of Directors of the Association, with cross liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

**10.2.4. AUTOMOBILE** — The policy must include automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

**10.2.5. WORKERS' COMPENSATION** — The Association shall maintain worker's compensation insurance to meet the requirements of law.

**10.2.6. INSURANCE OR FIDELITY BONDING** — The Association shall obtain and maintain adequate insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

**10.2.7. DIRECTORS AND OFFICERS LIABILITY INSURANCE** — The Association shall obtain and maintain adequate Directors and officers liability insurance utilizing the broad form of policy coverage for all Directors and officers and, if available, committee members of the Association.

**10.2.8. OPTIONAL COVERAGE** — The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and unit owners.

**10.3. DESCRIPTION OF COVERAGE** — A detailed summary of the coverage included in the master policies shall be available for inspection by unit owners upon request.

**10.4. WAIVER OF SUBROGATION** — If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its rights to subrogation as to any claim against unit owners, the Association, or their respective servants, agents or guests.

**10.5. SHARES OF INSURANCE PROCEEDS** — All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

**10.5.1. COMMON ELEMENTS** — Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

**10.5.2. UNITS** — Proceeds on account of damage to units shall be held in as many undivided shares as there are damaged units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such unit.

**10.5.3. MORTGAGEES** — If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

**10.6. DISTRIBUTION OF INSURANCE PROCEEDS** — Proceeds of insurance policies received by the Association shall be distributed for the benefit of the unit owners in the following manner:

**10.6.1. COST OF RECONSTRUCTION OR REPAIR** — If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by to the Association.

**10.6.2. FAILURE TO RECONSTRUCT OR REPAIR** — If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial owners. The remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

**10.7. ASSOCIATION AS AGENT** — The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

**11. RECONSTRUCTION OR REPAIR AFTER CASUALTY** — If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

**11.1. DAMAGE TO UNITS** — Where loss or damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers and personnel for work done, materials supplied or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the unit owners may direct. The owners of damaged units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

**11.2. DAMAGE TO COMMON ELEMENTS — LESS THAN “VERY SUBSTANTIAL”** — Where loss or damage occurs to the common elements, but the loss is less

than “very substantial”, as hereinafter defined, it shall be mandatory for the Association to repair, restore or rebuild the damage caused by the loss, and the following procedures shall apply:

**11.2.1. ESTIMATES** — The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

**11.2.2. INSURANCE INSUFFICIENT** — If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

**11.2.3. “VERY SUBSTANTIAL” DAMAGE** — As used in this Declaration, the term “very substantial” damage shall mean loss or damage whereby 3/4<sup>th</sup> or more of the total units are rendered uninhabitable. Should such “very substantial” damage occur, then:

**11.2.3.1. OWNERS’ MEETING** — A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

**11.2.3.1.1. INSURANCE SUFFICIENT** — If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow

reconstruction of the same number and general type of units, in which case the Condominium shall be terminated pursuant to Section 16.2.

**11.2.3.1.2. INSURANCE INSUFFICIENT** — If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least two thirds of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated pursuant to Section 16.2. If two thirds of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

**11.2.4. DISPUTES** — If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all unit owners.

**11.3. APPLICATION OF INSURANCE PROCEEDS** — It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the common elements and Association property and then to the units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Section 11.2.3.1.2.. hereof, then all or a part of the remaining money shall be returned to the unit owners paying said assessments pro-rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

**11.4. EQUITABLE RELIEF** — In the event of substantial damage to the Condominium Property, and if the property is not reconstructed or repaired within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

**11.5. PLANS AND SPECIFICATIONS** — Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of 67% of the voting interests of the Association and the Hammock Dunes Owners' Association, Inc.

**12. USE RESTRICTIONS** — The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit "D" and the following provisions:

**12.1. LAWFUL USE** — 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 which require maintenance, modification or repair upon Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

**12.2. RULES AND REGULATIONS** — The rules and regulations attached hereto as Exhibit "D" and made a part hereof by reference concerning the use of the Condominium Property including the units may be amended from time to time by the Board of Directors. Copies



of the regulations and amendments shall be furnished by the Association to all unit owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the Rules and Regulations must be recorded in the Public Records of Flagler County.

**12.3. USE AND OCCUPANCY OF THE UNITS** is restricted to one family and their guests per unit only. Occupancy by guests in the absence of the unit owner is limited to two times per calendar year for maximum periods of 14 days. These use restrictions shall not be construed in such a manner as to prohibit a unit owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his unit. Such uses are expressly declared customarily incident to the principal residential use. All guests must be registered with the Association upon arrival.

**12.4. ACCESS TO UNITS** — The Association has an irrevocable right of access to the units during reasonable hours when necessary for the purpose of maintenance, repair and replacement of the common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. The owner of a unit has a right of access through the Association to any adjoining unit as and if it is reasonably necessary in order to maintain, repair or replace parts of the owner's unit. The right of access to a unit shall be exercised after reasonable notice to the unit owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the unit. The Association requires and shall retain a pass-key to all units. No unit owner shall install or alter any lock that prevents access while the unit is unoccupied without providing the Association with a key.

**12.5. PARKING** — Each unit shall always have the exclusive use of the following allocated parking spaces: Two bedroom units shall always have the exclusive use of one garage parking space. Three and four bedroom units (except units 301 and 703) and penthouses (except penthouse units 1002, 1004, 1102 and 1104) shall have the exclusive use of two garage parking spaces. Units 301 and 703 shall each have the exclusive use of one garage parking space and one exterior uncovered parking space located at the porte cochere level of the Condominium as shown on the Condominium Plot Plans. Penthouse units 1002, 1004, 1102 and 1104 have a two car private garage and penthouse units 1101 and 1106 have a one car private garage and one garage parking space. Allocations will be made initially by the Developer by a recorded written instrument. Garage spaces not so assigned may be assigned by the Developer for a valuable consideration. Later, in the event that two or more unit owners wish to exchange a space or spaces, they may do so by surrendering their allocation instruments to the Association who shall re-issue allocation instruments reflecting the exchange. Allocations may only be changed with the written consent of the holder; provided, however, the Association if required by a change in controlling federal or Florida law, shall have the absolute right to make allocations or re-allocations of spaces in the garage to accommodate the needs of handicapped persons. Allocated spaces while allocated shall constitute Limited Common Elements appurtenant to units, subject to severance as contemplated herein. No non-unit owner shall hold a parking space allocation in the garage and allocated spaces in the garage shall pass with the title to the unit.

**12.6. PARKING SPACES AND STORAGE LOCKERS — EXCLUSIVE USE AND TRANSFER OF USE RIGHTS** — The exclusive right to use a limited common element is an appurtenance to the unit or units to which it is designated or assigned. If, after all of the units have been sold, the exclusive use of any assignable limited common element was not, for any reason, assigned to the use of a specific unit or units by the Developer, the Association may do so. The right of exclusive use of each limited common element passes with the unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to particular parking spaces and storage lockers may be exchanged between units, or transferred to another unit, as follows:

**12.6.1.** The unit owners desiring to exchange such use rights shall execute a Certificate of Transfer in recordable form, which shall include the recording data identifying this Declaration, and be executed by the owners with the formalities required for the execution of a deed.

**12.6.2.** The transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of Flagler County, Florida. The costs of preparing and recording the Certificate shall be borne by the unit owners desiring the exchange or transfer. A copy of the recorded Certificate shall be provided to the Association for its records.

**12.7. PETS — TENANTS AND GUESTS —** Pets shall be as allowed and regulated in the Rules and Regulations (Exhibit "D"). However, tenants and guests shall not be permitted to have pets.

**12.8. EXCLUSIVE USE — COMMON FACILITIES —** The Neighborhood Association may lease to unit owners for appropriate temporary periods of time those portions of the common areas rationally appropriate and desirable for exclusive use. For example, but not by way of limitation, the pool deck.

**12.9. NUISANCES PROHIBITED —** No person shall engage in any practice, exhibit any behavior nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

**13. LEASE, CONVEYANCE, DISPOSITION —** The purpose and object of this Section is to maintain a single-family oriented atmosphere with the residents and other users living in compatible coexistence with other financially responsible persons who are of like-mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal and financing of the units by owners (subject to the exceptions provided in Section 18.1) shall be subject to the following provisions:

**13.1. ASSOCIATION APPROVAL REQUIRED —** Except for Developer sales no owner may sell, lease, give or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit

number, the name of the Condominium and the Official Record Book (O. R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Flagler County, Florida Public Records with the Deed or other instrument transferring title to the unit.

**13.1.1. DEVISE OR INHERITANCE** — If any unit owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of his ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the acquisition of his title together with such additional information concerning the unit owner as the Association may reasonably require together with a copy of the instrument evidencing the owner's title. If such notice is not given, the Association at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

**13.1.2. LEASES** — Approvals of leases need not be recorded. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and Neighborhood Associations' documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination and eviction and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the

lease term. The minimum leasing period is 30 days and no unit may be leased more than four (4) times per calendar year, unless made more restrictive by the Board.

**13.1.3. MULTIPLE OWNERS** — Consistent with Section 13 above, de facto time sharing of residential units is not permitted and approval will not be given for the sale of a unit or an interest in a unit to multiple persons such as (e.g. siblings or business associates), who may intend that they and their families would split occupancy of the unit into different time periods during the year;

**13.2. APPROVAL PROCEDURE** — The approval of the Association shall be obtained as follows:

**13.2.1. WRITTEN NOTICE** — Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given the Association by the owner of his intention to sell or transfer his interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time.

**13.2.2. ASSOCIATION'S OPTIONS** — The Association must, within 15 days after receipt of all the information required above, either approve, disapprove for cause, or, except in the case of disapproval for cause, upon the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association or the owner may withdraw his proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation and

proper operation of the Condominium and the purposes as set forth at the beginning of this Section 13. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a recordable certificate of approval;

**13.2.3. CLOSING DATE** — The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase;

**13.2.4. NOTICE OF DISAPPROVAL** — If the Association disapproves the proposed transaction (subject to the qualifications contained in Section 13.2.2.) notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve a proposed lease until such time as all unpaid assessments and all court costs and attorneys fees (if any) incurred by the Association and due and owing for the unit at the time approval is sought have been paid. Other appropriate grounds for disapproval are as follows:

1. The unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
2. The real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees or entering into leases without prior Association approval;
3. The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium and the Porto Mar Neighborhood.

4. The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

5. The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

6. The prospective lessee evidences a strong possibility of financial irresponsibility;

7. The prospective lessee, during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the Association rules.

**13.3. JUDICIAL SALES** — are exempt from this Section.

**13.4. UNAPPROVED TRANSACTIONS** — Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**14. COMPLIANCE AND DEFAULT** — Each unit owner, each tenant and other invitee shall be governed by, and shall comply with the provisions of, the Condominium Act as amended from time to time, this Declaration, including its exhibits, the Association Articles of Incorporation and the Association By-laws.

**14.1. REMEDIES** — Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by any unit owner.

**14.2. COSTS AND FEES** — In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney fees.

**14.3. OWNER INQUIRIES** — When a unit owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the unit owner

within 30 days of the receipt of the inquiry. The Board's response shall either give a substantive response, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Bureau of Condominiums. If the Board requests advice from the Bureau of Condominiums, the Board shall, within 10 days of receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days of the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response as above set forth precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the inquiry. If unresolved, a dispute as defined in *F.S. 718.1255(1)* must be arbitrated in mandatory non-binding arbitration proceedings prior to commencing litigation. The Board of Directors may adopt reasonable rules and regulations governing the frequency and manner of responding to unit owner inquiries, including a limit of one unit owner inquiry in any 30 day period.

**14.4. NO WAIVER OF RIGHTS** — The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

**15. AMENDMENTS** — Amendments to any of the Condominium documents shall be in accordance with the following:

**15.1. REQUIREMENTS** — An Amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the



voting interests, and the separate written joinder of mortgagees where required and shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records;

**15.2. CORRECTORY AMENDMENT** — Whenever it shall appear that there is a defect, error or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone;

**15.3. REGULAR AMENDMENTS** — Amendments may be enacted by a favorable vote of the owners of two thirds of the voting interests in the Association;

**15.4. MERGER AMENDMENT** — In the event that this Condominium should desire to merge with one or more other condominiums within the Porto Mar Neighborhood it may do so upon the affirmative vote of 75% of the voting interests in each Condominium and the approval of all record owners of liens;

**15.5. DEVELOPER AMENDMENTS** — Until relinquishment of Developer control of the Association (Turnover) and except as otherwise provided by law in F.S. 718.110(2), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits or to the plan of development, as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

**15.6. MORTGAGEE CONSENT** — Amendments materially affecting the rights or interests of mortgagees must have the consent of the holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this Section. Such consent shall not be unreasonably withheld. Implied consent shall be assumed when such holder fails to respond to

any written request for consent within 30 days after the mortgage holder receives proper notice of the proposal provided the notice was delivered certified or registered mail, with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Flagler County, Florida. A change to any of the following shall be considered as material:

- any change in the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus.
- reallocation of interests or use rights in the common elements;
- redefinition of any unit boundaries;
- convertibility of units into common elements or vice versa;
- expansion or contraction of the Condominium;

**15.7. DEVELOPER'S RIGHTS** — No amendment to this Declaration or any of the Condominium documents shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer holds any units for sale in the ordinary course of business;

**15.8. WRITTEN AGREEMENTS** — Any approval of unit owners on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)(4) and F.S. 617.0701.

**16. TERMINATION** — Except for termination in connection with a merger of this Condominium with another, as provided for in Section 15.4. above, the termination of the Condominium shall be carried out in accordance with the following:

**16.1. BY AGREEMENT** — The Condominium may be caused to be terminated at any time by written agreement of the owners of at least eighty percent of the units ( 48 units), and of the holders of institutional first mortgages as provided for in Section 15.6. above.

**16.2. WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE** — If the Condominium suffers “very substantial damage” to the extent defined in Section 11.2.3. above, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

**16.3. PROCESS OF TERMINATION** — Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Flagler County, Florida.

**16.3.1.** The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

**16.3.2.** The recording of that Certificate of Termination automatically divests the Association of title to all Association property, and divests all unit owners of legal title to their respective Condominium parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the Condominium Property or Association property, without need for further conveyance. Beneficial title to the former Condominium and Association property shall be transferred to the former unit owners as tenants in common, in undivided shares as determined in 16.3.3 below. Each lien encumbering a

Condominium parcel shall be automatically transferred to the equitable interest in the former Condominium Property and Association property attributable to the unit encumbered by the lien, with the same priority.

**16.3.3.** The beneficial interest of the former owner shall be a fraction, the numerator of which is the assessed value for ad valorem taxation of the former owner's parcel immediately prior to the termination without reduction for Homestead or other exemptions not common to all such parcels in the Condominium (if any) and the denominator of which shall be the total assessed value of all the parcels.

**16.4. WIND-UP OF ASSOCIATION AFFAIRS** — The termination of the Condominium does not, by itself, terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and By-laws, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this Section.

**16.5. TRUSTEE'S POWERS AND DUTIES** — The Termination Trustee shall hold legal title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the purchaser, and to distribute the proceeds in accordance with the provisions of this Section. The Termination Trustee may charge a reasonable fee for acting in such capacity, and such fee as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association property, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by

the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely upon the written instructions and information provided to it by the officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and instructions.

**16.6. PARTITION; SALE** — Following termination, the former Condominium Property and Association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former Condominium and Association property within 1 year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former unit owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

**16.7. NEW CONDOMINIUM** — The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

**16.8. PROVISIONS SURVIVE TERMINATION** — The provisions of this Section 16 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the By-laws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of the Trustee and of

maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium Property, are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

**17. PROVISIONS PERTAINING TO THE DEVELOPER** — So long as the Developer holds any unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

**17.1.** Assessment of the Developer as a unit owner for capital improvements.

**17.2.** Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units and common elements and Association property as may facilitate completion, sale, maintenance of a sales office, showing of the property and display of signs.

**18. RIGHTS OF MORTGAGEES:**

**18.1. PARTIAL EXCUSAL FROM PRIOR ASSESSMENTS** — A first mortgagee who acquires title to a unit by purchase at a foreclosure sale, or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell or otherwise dispose of such unit without the approval of the Association. This Section shall be deemed amended so as to remain in conformity with the provisions of F.S. 718.116 as it is amended from time to time.

**18.2. RIGHTS TO INFORMATION** — Upon receipt by the Association from any institutional mortgagee, Guarantor or Insurer of a copy of the mortgage held by such mortgagee, Guarantor or Insurer on a Unit, together with a written request from such mortgagee or an Insurer or Guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, Insurer or Guarantor the following, and for which the Association may charge a reasonable fee:

**18.2.1. FINANCIAL STATEMENTS** — A copy of a financial statement of the Association for the immediately preceding fiscal year; and

**18.2.2. INSURANCE CANCELLATION** — Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

**18.2.3. DAMAGE TO CONDOMINIUM** — Written notice of any damage or destruction to the improvements located on the Common Elements or Association property which affects a material portion of the common elements or Association property or the unit securing its mortgage; and

**18.2.4. EMINENT DOMAIN** — Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the unit securing its mortgage; and

**18.2.5. DELINQUENT ASSESSMENTS** — Written notice of failure by the Owner of a Unit encumbered by a first mortgage held by such institutional mortgagee,

Guarantor or Insurer to pay any Assessments when such failure or delinquency has continued for a period of sixty (60) days or longer.

**18.2.6. FAILURE TO NOTIFY** — The failure of the Association to send any such notice to any such mortgagee, Guarantor or Insurer shall have no effect on any meeting, action or thing which was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

**19. ENFORCEMENT OF ASSESSMENT LIENS** — Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association may also bring an action to recover a money judgment. After a judgment of foreclosure has been entered the unit owner during his occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

**19.1. CREATION AND ENFORCEMENT OF CHARGES** — The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs and expenses to the Association which cannot be secured as assessments, regular or special, under F. S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

**20. ASSOCIATION AGREEMENTS** — The Association is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interest in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not



be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

**21. COMMON EXPENSES AND COMMON SURPLUS** — Each unit's share shall be the share of the whole as set forth in Paragraph 7.1.

**22. CONDEMNATION:**

**22.1. DEPOSIT OF AWARDS WITH ASSOCIATION** — The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

**22.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM** — Whether the Condominium will be continued after condemnation will be determined in the manner provided in Section 11 above for determining whether damaged property will be reconstructed and repaired after a casualty.

**22.3. DISBURSEMENT OF FUNDS** — If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the owners of condemned units, if any, will be paid the fair market value of their unit as provided in 22.6.1 below, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used

for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

**22.4. ASSOCIATION AS AGENT** — The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

**22.5. UNITS REDUCED BUT TENANTABLE** — If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

**22.5.1. RESTORATION OF UNIT** — The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit;

**22.5.2. DISTRIBUTION OF SURPLUS** — The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

**22.6. UNIT MADE UNTENANTABLE** — If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

**22.6.1. PAYMENT OF AWARD** — The fair market value of the unit immediately prior to the taking, as determined by agreement between the unit owner and the Association or by arbitration in accordance with Section 22.6.4. following, shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s);

**22.6.2. ADDITION TO COMMON ELEMENTS** — If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors;

**22.6.3. ADJUSTMENT OF SHARES IN COMMON ELEMENTS** — The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements equally among the reduced number of unit owners. This shall be done by restating the fractions of continuing unit owners in the common elements as fractions of the total remaining units.

**22.6.4. ARBITRATION** — If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

**22.7. TAKING OF COMMON ELEMENTS** — Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

**22.8. AMENDMENT OF DECLARATION** — Changes in the units, in the common elements and in the ownership of the common elements that are necessitated by

condemnation, shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of unit owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

**23. VOTING** — Each unit shall have one full indivisible vote in all matters.

**24. FUTURE DEVELOPMENT EASEMENTS** — Developer, for itself and its successors and assigns, reserves easements over the Condominium Property as necessary to complete future development, if any, including, but not limited to construction access and utilities.

**25. ASSOCIATION MEMBERSHIPS AND OBLIGATIONS** —

**25.1 MASTER ASSOCIATION** — The Condominium exists within the larger Hammock Dunes planned community which is administered by the Master Association pursuant to the Master Declaration. Consequently, Unit Owners are members of, subject to, and are required to pay assessments to the Master Association. Voting by unit owners is as provided for in those documents.

**25.2. NEIGHBORHOOD ASSOCIATION** — The Condominium lies within the Porto Mar Neighborhood which is administered by the Neighborhood Association. The Neighborhood Association will own and administer the common areas of the Porto Mar Neighborhood and the Porto Mar Amenities Unit in the Condominium building pursuant to the Porto Mar Declaration. Voting by unit owners will be as provided for in those documents. Unit Owners are members of, subject to, and must pay assessments to the Neighborhood Association. If requested by the Neighborhood Association, the Association shall collect from unit owners the assessments due and owing to the Neighborhood Association and shall remit the same to the Neighborhood Association.

**26. USE OF THE PORTO MAR AMENITIES UNIT** — The Porto Mar Amenities Unit is to be owned and operated by the Neighborhood Association for the use and benefit of the residents and guests of all three of the proposed condominiums that may be located within the Porto Mar Neighborhood. Initial rules governing the scope, hours, days and conditions of use shall be established and determined from time to time by the Developer, which rules may (after turnover of the neighborhood association) be waived or relaxed by the Board of Directors of the Neighborhood Association in its discretion. Users of the Porto Mar Amenities Unit who are not residents of the Condominium shall have the right to proceed to the administration office using the main entrance of the Condominium Building, but do not have the right to be in other areas of the Condominium Building unless invited as guests of residents of the Condominium; such persons may also have access to use the board room upon approval of the Neighborhood Association to conduct Association business. This Section of the Declaration cannot be amended without the prior written approval of the Porto Mar Neighborhood Board of Directors.

**27. SEVERABILITY AND NON-WAIVER** — If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby. The failure of the Association or the Declarant in any instance, to enforce any covenant or provision of this Declaration or any of the Condominium Documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into

this 20th day of May, 2003.

WITNESSES:

Brian Belt  
Witness #1 — Sign

Brian Belt  
Witness #1 — Print

James T. Kecker  
Witness #2 — Sign

JAMES T. KECKER  
Witness #2 — Print

WCI COMMUNITIES, INC.,  
A Delaware Corporation

By: [Signature]

Print: PAUL DRUMMOND

Title: REGIONAL VICE PRESIDENT

24301 Walden Center Drive  
Suite 300  
Bonita Springs, Florida 34134

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of MAY, 2003, by PAUL DRUMMOND, as REGIONAL VICE PRESIDENT of WCI COMMUNITIES, INC., A Delaware Corporation, on behalf of said partnership. Who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC:

(Sign) Stephanie A. Schumann

(Print) STEPHANIE A SCHUMANN

STATE OF FLORIDA AT LARGE (SEAL)

My Commission Number: DD126599

My Commission Expires: JUNE 17, 2006



Stephanie A. Schumann  
Commission # DD126599  
Expires June 17, 2006  
Bonded thru  
Atlantic Bonding Co., Inc.

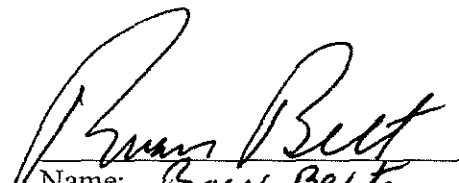
JOINDER


PORTOFINO AT HAMMOCK DUNES CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation (the "Association"), hereby joins in and agrees to accept all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

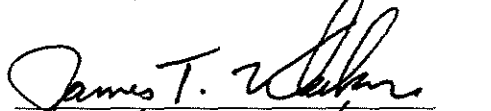
IN WITNESS WHEREOF, the Association has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 20th day of May, 2003.

Witnessed by:

PORTOFINO AT HAMMOCK DUNES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

  
Name: Brian Belt

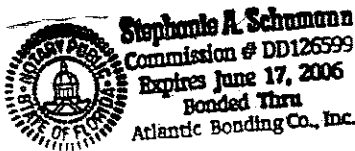
By:   
Name: PAUL DRUMMOND  
Title: REGIONAL PRESIDENT

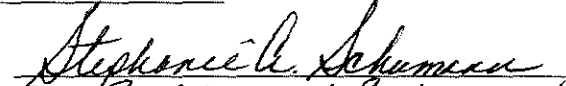
  
Name: James T. Kusker

Address: 24301 Walden Center Drive  
Suite 300  
Bonita Springs, FL 34134

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 20 day of MAY, 2003 by PAUL DRUMMOND, as REGIONAL PRESIDENT of PORTOFINO AT HAMMOCK DUNES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He/she is personally known to me or has produced as identification.



  
Name: STEPHANIE A. SCHUMANN

Notary Public, State of Florida  
Commission No.: DD126599

My Commission Expires: June 17, 2006

CONSENT OF MORTGAGEE
Regarding
Recordation of Declaration of Condominium for
Portofino at Hammock Dunes, a Condominium

KNOWN ALL MEN BY THESE PRESENTS:

FLEET NATIONAL BANK, a national banking association (formerly known as BankBoston, N.A.), as Agent for the Banks (the "Mortgagee"), the holder of that certain Mortgage, Mortgage Consolidation, Modification and Spreader Agreement and Notice of Future Advance dated as of April 17, 2002, and recorded on April 23, 2002 in Official Records Book 817, Page 45 of the Public Records of Flagler County, Florida (the "Mortgage"), which Mortgage constitutes a lien upon the real property described in the Declaration of Condominium for Portofino at Hammock Dunes, a Condominium (the "Declaration"), hereby consents to WCI Communities, Inc., a Delaware corporation (the "Declarant"), subjecting the real property described therein to the provisions of the Declaration and agrees that the Declaration shall be binding upon the present and future owners of the real property covered by the Declaration.

Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Declarant under the Declaration nor shall this consent affect the priority of the Mortgage lien and interest of the Mortgagee.

Dated this 3 day of June, 2003.

Witnessed by:

FLEET NATIONAL BANK, (f/k/a BANKBOSTON, N.A.), a national banking association, as Agent

Cheryl Geoffrion
Printed Name: Cheryl Geoffrion

By: [Signature]
Name: Steven P. Selbo
Its: Director

Deborah Parker
Printed Name: Deborah Parker

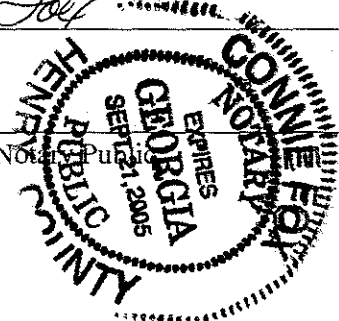
STATE OF GEORGIA )
) SS:
COUNTY OF Suwannee )

The foregoing instrument was acknowledged before me this 3 day of June, 2003, by Steven P. Selbo, as Director of Fleet National Bank, who is personally known to me or who produced as identification.

My Commission Expires:

[Signature]
Notary Public

Printed Name of Notary Public





FILED

2001 JUL -5 PM 3:25

ARTICLES OF INCORPORATION

OF

PORTOFINO AT HAMMOCK DUNES CONDOMINIUM ASSOCIATION, INC. SECRETARY OF STATE  
(A NON-PROFIT FLORIDA CORPORATION) TALLAHASSEE FLORIDA

ARTICLE I

The name of this corporation is **Portofino at Hammock Dunes Condominium Association, Inc.**

ARTICLE II

The purpose for which this corporation is organized is to act as the governing association of the proposed Portofino at Hammock Dunes, A Condominium, located in Palm City, Flagler County, Florida (the "Condominium") according to the Declaration of Condominium for Portofino at Hammock Dunes to be recorded in the Public Records of Flagler County, Florida (the "Declaration"). The initial principal office of the Corporation is 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

ARTICLE III

The qualification of members and the manner of their admission shall be as follows: Any approved person or persons who hold title in fee simple to a condominium unit in the Condominium shall by virtue of such ownership be a member of this corporation. Provided however, that transfer of membership shall be made only as a part of and incident to the transfer of ownership of a condominium unit with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Flagler County, Florida, a deed or other instrument establishing record title to a unit in the Condominium and the delivery of a copy of the recorded instrument to the Association within a reasonable time following such recordation. Such delivery is not required for initial conveyances by the Developer. The owner designated by such instrument thereby becomes a member of the Association and the membership of the previous owner is thereby terminated.

ARTICLE IV

This corporation shall exist perpetually.

ARTICLE V

The name and residence of the Incorporator is as follows:

**Richard D. DeBoest, Sr.**  
**1415 Hendry Street**  
**Fort Myers, Florida 33901**

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State.

ARTICLE VI

The affairs of this corporation are to be managed initially by a Board of three Directors (which may be expanded to five) who will be appointed by the Developer as provided for in the By-laws. Subsequent Boards may be composed of either three, five or seven Directors.

ARTICLE VII

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

<b>PAUL B. DRUMMOND</b>	-	<b>President</b>
<b>CHRISTOPHER J. HANLON</b>	-	<b>Vice President</b>
<b>MELANIE M. HIMROD</b>	-	<b>Secretary / Treasurer</b>

ARTICLE VIII

The number of persons constituting the first Board of Directors shall be three, and their names and addresses are as follows:

**PAUL B. DRUMMOND**  
**24301 Walden Center Drive, Suite 300**  
**Bonita Springs, Florida 34134**

**CHRISTOPHER J. HANLON**  
24301 Walden Center Drive, Suite 300  
Bonita Springs, Florida 34134

**MELANIE M. HIMROD**  
24301 Walden Center Drive, Suite 300  
Bonita Springs, Florida 34134

**ARTICLE IX**

After turnover, the By-laws of this corporation are to be made, altered or rescinded by 67% of the voting interests of this corporation; prior to turnover by a majority of the Directors alone.

**ARTICLE X**

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

After turnover, an amendment may be proposed by either the Board of Directors or by twenty-five percent (25%) of the voting interests and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-laws, which includes a notice of the substance of the proposed amendment; prior to turnover, by a majority of the Directors alone.

After turnover, the amendment must be approved by a vote of 67% of the voting interests of this corporation; prior to turnover, by the Directors alone.

**ARTICLE XI**

Each unit in the Condominium shall have one full indivisible vote.

**ARTICLE XII**

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

ARTICLE XIII

This corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declarations and By-laws.

ARTICLE XIV

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance or care of Association property or through the rebate of the excess membership dues, fees or assessments.

ARTICLE XV

The name of the registered agent and place for service of process shall be Vivien N. Hastings, whose address is: 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 20<sup>th</sup> day of JULY, 2001.

[Signature] (SEAL)  
RICHARD D. DeBOEST, Sr.

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of JULY, 2001, by Richard D. DeBoest, Sr., who is personally known to me.

NOTARY PUBLIC:

(Sign) Anne E. Heerwagen

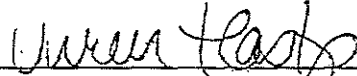
(Print) ANNE E. HEERWAGEN  
STATE OF FLORIDA AT LARGE (SEAL)

My Commission # CC 797967  
My Commission Expires: 12/20/2002



ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

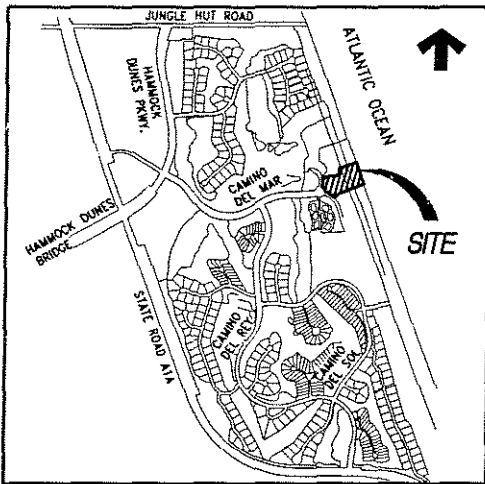


VIVIEN N. HASTINGS

**FILED**  
2001 JUL -5 PM 3:25  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
SCHEDULE

SHEET NUMBER	CONTENTS	SHEET NUMBER	CONTENTS
1.	SCHEDULE/VICINITY MAP/CERTIFICATION	14.	TYPICAL UNIT BOUNDARIES - (NORTH WING) - UNIT 02
2.	SURVEYOR'S NOTES / LEGEND	15.	TYPICAL UNIT BOUNDARIES - (NORTH WING) - UNIT 03
3.	BOUNDARY SURVEY	16.	TYPICAL UNIT BOUNDARIES - (SOUTH WING) - UNIT 04
4.	BOUNDARY SURVEY - PORTOFINO A CONDOMINIUM	17.	TYPICAL UNIT BOUNDARIES - (SOUTH WING) - UNIT 05
5.	BOUNDARY SURVEY - LEGAL DESCRIPTION	18.	TYPICAL UNIT BOUNDARIES - (SOUTH WING) - UNIT 06
6.	PLOT PLAN	19.	PENTHOUSE - (NORTH WING) - UNIT 01
7.	GARAGE - OVERALL LAYOUT	20.	PENTHOUSE - (NORTH WING) - UNIT 03
8.	NOTES, FLOOR ELEVATIONS, LEGEND AND ABBREVIATIONS	21.	PENTHOUSE - (SOUTH WING) - UNIT 04
9.	AMENITIES UNIT - PARCEL	22.	PENTHOUSE - (SOUTH WING) - UNIT 06
10.	AMENITIES UNIT - 1st FLOOR	23.	ROOF PLAN - OVERALL LAYOUT
11.	LANAI LEVEL - UNIT 105	24.	ELEVATION - NORTH
12.	LANAI LEVEL - UNIT 106	25.	ELEVATION - SOUTH
13.	TYPICAL UNIT BOUNDARIES - (NORTH WING) - UNIT 01	26.	ELEVATION - EAST
		27.	ELEVATION - WEST



VICINITY MAP - NOT TO SCALE



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

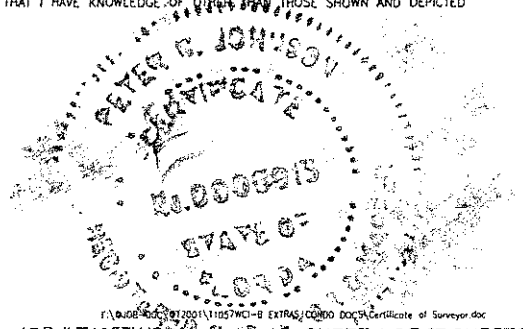
CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THE ATTACHED SHEETS 1 THROUGH 27, INCLUSIVE, WHICH COMPRISE THIS EXHIBIT "B", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN INCLUDING THE COMMON ELEMENTS AND THE CONDOMINIUM UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES; AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

TOMOKA ENGINEERING

*Peter G. Johnson*  
PETER G. JOHNSON  
FLA. PROFESSIONAL SURVEYOR/MAPPER #5913






DATE ISSUED: 05/07/2003  
REVISED: 06/05/2003

I:\survey\T2001\land projects T2001\T1057WCF-A.dwg\EXHIBIT B\CDDND-01.dwg 06/05/2003 11:27:19 AM EDT

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING N89°02'49"E.
2. THIS SITE LIES WITHIN "ZONES B & C" AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NUMBER 120085-0045-B, DATED FEBRUARY 5, 1986.
3. COORDINATES SHOWN ARE REFERENCED TO THE EAST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD1927) BASED ON THE PALM COAST PRIMARY CONTROL TRAVERSE MONUMENTS (L-MONUMENTS) SET BY B.R. WATTLES, LS #1443. SAID PRIMARY CONTROL TRAVERSE WAS BASED ON THE U.S COAST & GEODETIC SURVEY (USCGS) MONUMENTS AND WAS REPORTED TO HAVE A PRECISION RATIO
4. ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD29) PER MEASUREMENT FROM THE NATIONAL GEODETIC SURVEY. BENCHMARK: COASTAL CONSTRUCTION LINE MONUMENT A-20, ELEVATION = 22.96 FEET, NGVD29. OF 1:25,000 TO 1:100,000.

LEGEND/ABBREVIATIONS

N=NORTH	PE =REGISTERED ENGINEER	WD= WOOD
S=SOUTH	RLS=REGISTERED LAND SURVEYOR	CLF=CHAIN LINK FENCE
W=WEST	LB= LAND SURVEYING BUSINESS	
E=EAST	PRM= PERMANENT REFERENCE MONUMENT	
C=CURVE	PCP= PERMANENT CONTROL POINT	
D=DELTA	PC= POINT OF CURVE	 = TREE DIAMETER
R=RADIUS	PT= POINT OF TANGENCY	IN INCHES
L=LENGTH	PI= POINT OF INTERSECTION	OAK = OAK
CH=CHORD	MB= PLATBOOK	PIN = PINE
TB=TANGENT BEARING	PG= PAGE	UKT = UNKNOWN TREE
CHB=CHORD BEARING	DB= DEED BOOK	MAP= MAPLE
S/SECT=SECTION	ORB= OFFICIAL RECORD BOOK	BAY= BAY
R/RNG=RANGE	FD= FOUND	CYP= CYPRESS
T/TWP=TOWNSHIP	(R)= RECORD	HIK= HICKORY
CB=CONCRETE BLOCK	(F)= FIELD MEASURED	CCCL = COASTAL CONSERVATION CONTROL LINE
CONC=CONCRETE	* = NOT SUPPORTED BY FIELD MEASUREMENT	
"=DEGRESS	(Ca)= CALCULATED DATA	
'=MINUTES	(NR)= NON-RADIAL	A/C= AIR CONDITIONER UNIT
"=SECONDS	PU&D= PUBLIC UTILITY AND DRAINAGE	
PERP=PERPENDICULAR	CS= CONCRETE SLAB	 CONCRETE LIGHT POLE
R/W = RIGHT OF WAY	POB=POINT OF BEGINNING	 GUARD RAIL
 IRON PIPE FD	POC=POINT OF COMMENCEMENT	 -X-X- FENCE (TYPE)
 REBAR/IRON ROD FD	 UTILITY POLE (WOOD)	 -OU- OVERHEAD UTILITY
 NAIL FD	 UTILITY POLE (CONC)	 -UE- UNDERGROUND ELECTRIC
 CONCRETE MONUMENT	 GUY WIRE	 -G- GAS LINE
 FOUND	 BENCH MARK	 -W- WATER LINE
 SET REBAR/CAP #2642	 LIGHT POLE	 -FM- FORCED MAIN
 SET NAIL/DISK #2642	 FIRE HYDRANT	 -UT- UNDERGROUND TELEPHONE
 X CHISEL CUT	 MANHOLE (? TYPE)	 -D- DRAINPIPE
 SET CONCRETE MONUMENT #2642	S SANITARY SEWER	 X <sup>3</sup> EXISTING ELEVATION
 P PROPERTY LINE	D STORM DRAINAGE	
 CL CENTER LINE	E ELECTRIC	
 WETLAND LIMITS FLAG #	T TELEPHONE	

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

SURVEYOR'S NOTES - LEGEND



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

\\Survey\T2001\land projects T2001\T1057WCI-A\dwg\Exhibit B\COND00-sh 2 NOTES LEGEND.dwg 05/15/2003 08:19:01 AM EDT

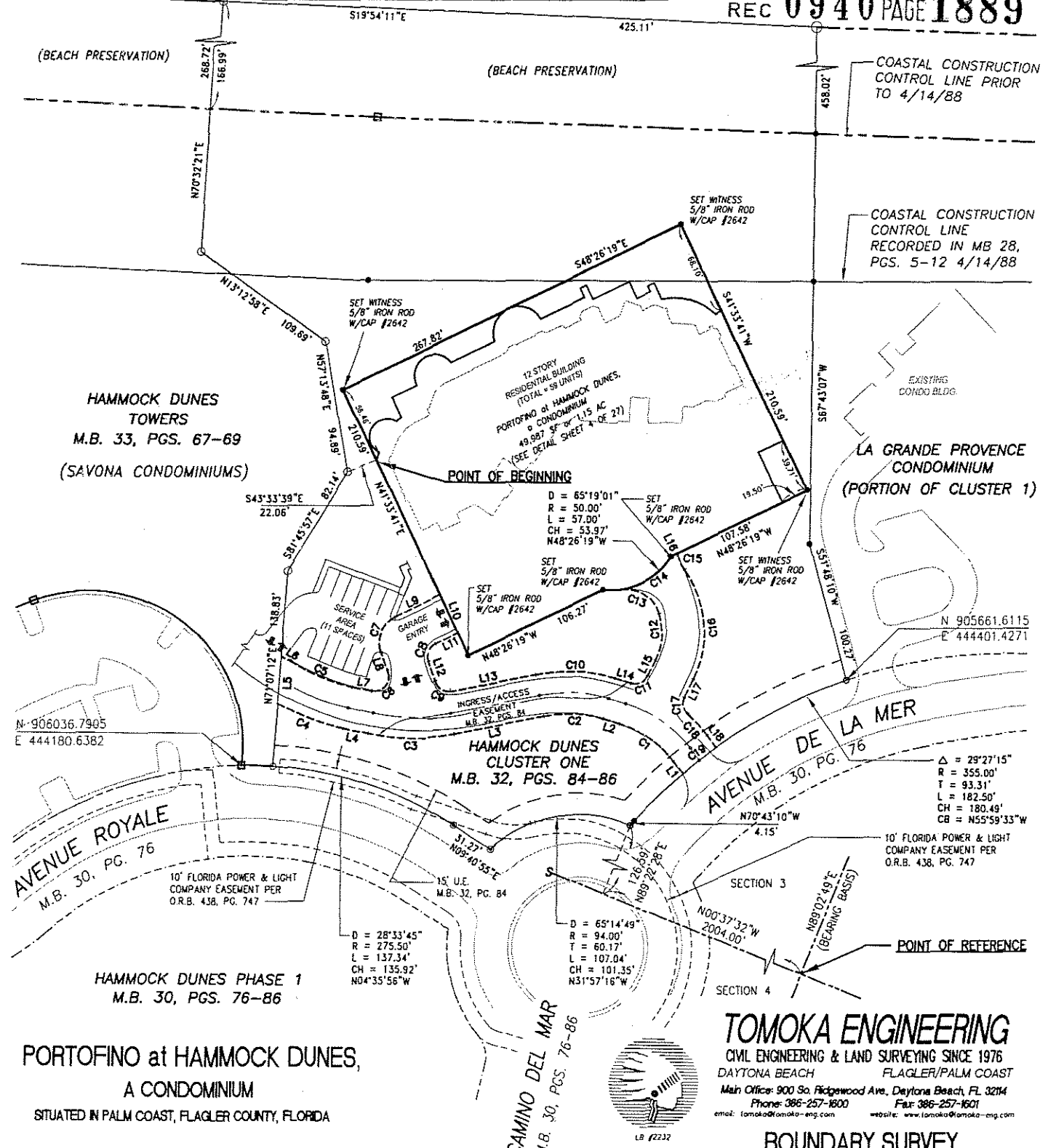


0 100 200

ATLANTIC OCEAN SCALE 1" = 100'

OFF REC 0940 PAGE 1889

LINE TABLE			CURVE TABLE					
LINE	LENGTH	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
L1	10.93	N29°26'40"E	C1	47.73	76.95	35°32'34"	46.97	N11°40'32"E
L2	12.43	N06°05'45"W	C2	42.47	88.00	27°39'08"	42.06	N19°55'19"W
L3	65.48	N33°44'54"W	C3	62.09	152.83	23°16'45"	61.67	N22°06'32"W
L4	18.46	N10°28'04"W	C4	49.92	166.03	17°13'41"	49.74	N01°51'13"W
L5	33.89	N71°07'12"E	C5	47.47	136.03	19°59'33"	47.23	S00°28'17"E
L6	8.11	S09°31'29"W	C6	21.15	10.00	121°11'21"	17.42	S72°10'32"E
L7	14.41	S18°28'04"E	C7	29.44	20.00	84°19'53"	26.85	N89°23'44"E
L8	15.37	N47°13'47"E	C8	14.72	10.00	84°19'53"	13.43	S89°23'44"W
L9	35.85	S48°26'19"E	C9	13.71	10.00	78°32'53"	12.66	S07°57'21"W
L10	30.00	S41°33'41"W	C10	56.95	118.00	27°39'08"	56.40	S19°55'19"E
L11	17.74	N48°26'19"W	C11	14.01	10.00	80°14'43"	12.89	S46°11'29"E
L12	16.21	S47°13'47"W	C12	34.24	45.00	43°35'24"	33.42	N71°43'46"E
L13	62.04	S33°44'54"E	C13	35.32	25.00	80°57'00"	32.46	N09°27'34"E
L14	12.28	S06°05'45"E	C14	43.70	50.00	S0°04'54"	42.33	S56°03'23"E
L15	12.06	S86°28'32"E	C15	12.66	25.00	29°00'35"	12.52	S45°15'36"W
L16	5.25	S48°26'19"E	C16	82.16	75.00	62°45'49"	78.11	S62°08'33"W
L17	14.36	N86°28'32"W	C17	13.15	10.00	75°21'10"	12.22	S55°50'52"W
L18	10.93	S29°26'40"W	C18	20.29	106.95	10°52'06"	20.26	S24°00'46"W
			C19	30.01	255.00	04°50'36"	30.00	N60°33'18"W



HAMMOCK DUNES TOWERS  
M.B. 33, PGS. 67-69  
(SAVONA CONDOMINIUMS)

12 STORY RESIDENTIAL BUILDING  
(TOTAL 89 UNITS)  
PORTOFINO at HAMMOCK DUNES  
a CONDOMINIUM  
49,987 SF +/- 1.15 AC  
(SEE DETAIL SHEET # OF 27)

LA GRANDE PROVENCE CONDOMINIUM  
(PORTION OF CLUSTER 1)

HAMMOCK DUNES CLUSTER ONE  
M.B. 32, PGS. 84-86

HAMMOCK DUNES PHASE 1  
M.B. 30, PGS. 76-86

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM  
SITUATED IN PALM COAST, FLAGLER COUNTY, FLORIDA

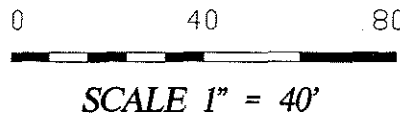
**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

BOUNDARY SURVEY EXHIBIT

I:\Survey\T2001\land projects T2001\T1057WCI-A\dwg\Exhibit B\GDND0 - sn 3-5-Boundary.dwg 05/15/2003 08:45:32 AM EDT



EXHIBIT "B"

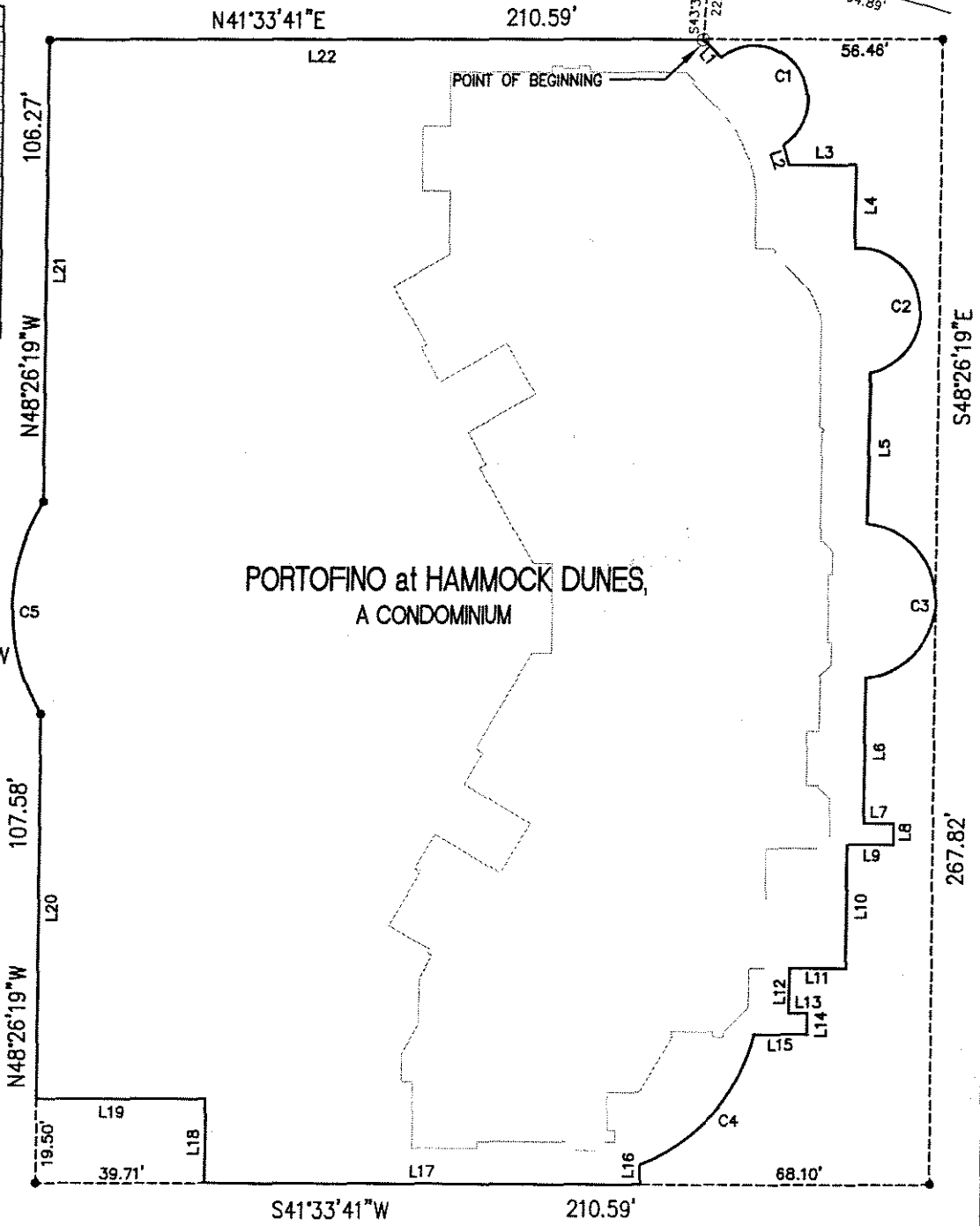


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	40.85	12.66	184°50'06"	25.31	S84°51'02"E
C2	44.26	14.65	173°03'23"	29.25	S56°17'15"E
C3	53.92	18.18	169°58'35"	36.21	S48°26'19"E
C4	41.76	43.68	54°46'41"	46.19	S07°29'13"E
C5	57.00	50.00	65°19'01"	53.96	N48°26'19"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.98	N86°33'41"E
L2	4.96	S64°32'23"E
L3	15.48	N41°33'41"E
L4	19.65	S48°26'19"E
L5	35.36	S48°04'07"E
L6	34.13	S48°26'19"E
L7	7.18	N41°33'41"E
L8	4.97	S48°26'19"E
L9	18.95	S41°33'41"W
L10	28.85	S48°26'19"E
L11	13.15	S41°33'41"W
L12	10.49	S48°26'19"E
L13	4.29	N41°33'41"E
L14	4.97	S48°26'19"E
L15	12.54	S41°33'41"W
L16	4.50	S48°26'19"E
L17	102.79	S41°33'41"W
L18	19.50	N48°26'19"W
L19	39.71	S41°33'41"W
L20	88.08	N48°26'19"W
L21	106.27	N48°26'19"W
L22	154.14	N41°33'41"E



$\Delta = 65^{\circ}19'01''$   
 $R = 50.00'$   
 $L = 57.00'$   
 $C = 53.97'$   
 $Cb = N48^{\circ}26'19''W$



NOTE: SEE SHEET 5 OF 27 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES.

**PORTOFINO at HAMMOCK DUNES,**  
**A CONDOMINIUM**  
 SITUATED IN PALM COAST, FLAGLER COUNTY, FLORIDA



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

**BOUNDARY SURVEY**  
**EXHIBIT**

Survey\12001\land projects 12001\T1057WCI-A\dwg\Exhibit B\CONDND- sh 3-5-Boundary.dwg 05/15/2003 08:45:32 AM EDT

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM  
SITUATED IN PALM COAST, FLAGLER COUNTY, FLORIDA

EXHIBIT 'B'

**LEGAL DESCRIPTION:** PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY PETER L. VANKEMPEN AND PROOF READ BY PETER G. JOHNSON, TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, JUNE 20, 2001. THE PROPERTY DESCRIBED IS SHOWN ON A DRAWING PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T1057WCI, DRAWING REFERENCE NO. 1057-BT1, ORIGINAL ISSUE DATE: JUNE 20, 2001.

A PORTION OF HAMMOCK DUNES CLUSTER ONE AS RECORDED IN MAP BOOK 32, PAGES 84 - 86, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 31 EAST; THENCE N00°37'32"W ALONG THE WEST LINE OF SECTION 3, A DISTANCE OF 2004.00 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 3, N89°22'28"E A DISTANCE OF 126.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; AND THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHERLY ALONG THE CUL-DE-SAC OF CAMINO DEL MAR A DISTANCE OF 107.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 65°14'49", A RADIUS OF 94.00 FEET, A CHORD BEARING OF N31°57'16"W AND A CHORD DISTANCE OF 101.35 FEET TO THE INTERSECTION WITH A NON-TANGENT LINE, ON THE EASTERLY RIGHT OF WAY LINE OF AVENUE ROYALE AS RECORDED IN MAP BOOK 30, PAGES 76-86, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID CAMINO DEL MAR AND CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID AVENUE ROYALE N09°40'55"E A DISTANCE OF 31.27 FEET TO A POINT OF CURVATURE, CONCAVE WESTERLY; THENCE NORTHERLY A DISTANCE OF 137.34 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°33'45", A RADIUS OF 275.50 FEET, A CHORD BEARING OF N04°35'56"W AND A CHORD DISTANCE OF 135.92 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF AVENUE ROYALE N71°07'12"E A DISTANCE OF 138.83 FEET TO A POINT; THENCE S81°45'57"E A DISTANCE OF 82.14 FEET TO A POINT; THENCE S43°33'39"E A DISTANCE OF 22.06 TO THE POINT OF BEGINNING OF THE PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM BUILDING; THENCE N86°33'41"E A DISTANCE OF 5.98 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 12.66 FEET, THROUGH A CENTRAL ANGLE OF 184°50'06", FOR AN ARC LENGTH OF 40.85 FEET; THENCE S64°32'23"E A DISTANCE OF 4.96 FEET; THENCE N41°33'41"E A DISTANCE OF 15.48 FEET; THENCE S48°26'19"E A DISTANCE OF 19.65 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.65 FEET, THROUGH A CENTRAL ANGLE OF 173°03'23" FOR AN ARC LENGTH OF 44.26 FEET; THENCE S48°04'07"E A DISTANCE OF 35.36 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 18.18 FEET, THROUGH A CENTRAL ANGLE OF 169°58'35", FOR AN ARC LENGTH OF 53.92 FEET; THENCES 48°26'19"E A DISTANCE OF 34.13 FEET; THENCE N41°33'41"E A DISTANCE OF 7.18 FEET; THENCE S48°26'19"E A DISTANCE OF 4.97 FEET; THENCE S41°33'41"W A DISTANCE OF 10.95 FEET; THENCE S48°26'19"E A DISTANCE OF 28.85 FEET; THENCE S41°33'41"W A DISTANCE OF 13.15 FEET; THENCE S48°26'19"E A DISTANCE OF 10.49 FEET; THENCE N41°33'41"E A DISTANCE OF 4.29 FEET; THENCE S48°26'19"E A DISTANCE OF 4.97 FEET; THENCE S41°33'41"W A DISTANCE OF 12.54 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 43.68 FEET, THROUGH A CENTRAL ANGLE OF 54°46'41" FOR AN ARC LENGTH OF 41.76 FEET; THENCE S48°26'19"E A DISTANCE OF 4.50 FEET; THENCE S41°33'41"W A DISTANCE OF 102.79 FEET; THENCE N48°26'19"W A DISTANCE OF 19.50 FEET; THENCE S41°33'41"W A DISTANCE OF 39.71 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 65°19'01", FOR AN ARC LENGTH OF 57.00 FEET; THENCE N48°26'19"W A DISTANCE OF 106.27 FEET; THENCE N41°33'41"E A DISTANCE OF 154.14 FEET TO THE POINT OF BEGINNING. DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINING 49,987 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

F:\JOB-DOC\2001\T1057WCI.par 1A survey\LEGAL\_DESC PORTOFINO BUILDING.doc

I:\Survey\12001\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDO-3-5-Boundary.dwg 05/15/2003 08:45:32 AM EDT



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1500 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

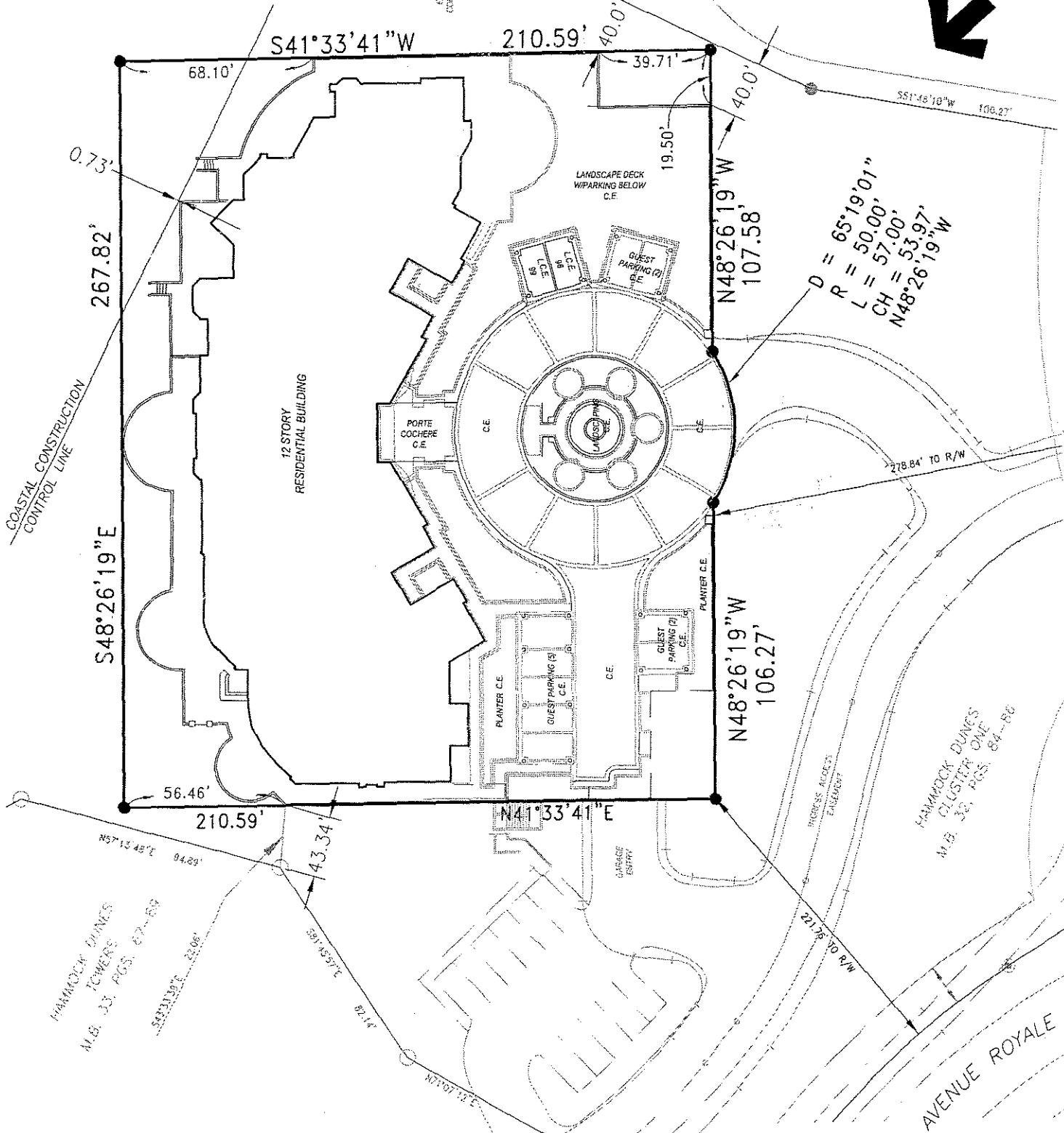
**BOUNDARY SURVEY  
EXHIBIT**

0 50 100

SCALE 1" = 50'

EXHIBIT "B"

OFF REC 0940 PAGE 1892



$D = 65'19.01''$   
 $R = 50.00'$   
 $L = 57.00'$   
 $CH = 53.97'$   
 $N48°26'19''W$

**PORTOFINO at HAMMOCK DUNES,**  
**A CONDOMINIUM**  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Fiddlerswood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

PLOT PLAN

DATE ISSUED: 05/07/2003  
 REVISED: 06/05/2003

JOB # T1057WCI-A SHEET 6 OF 27 SHEETS

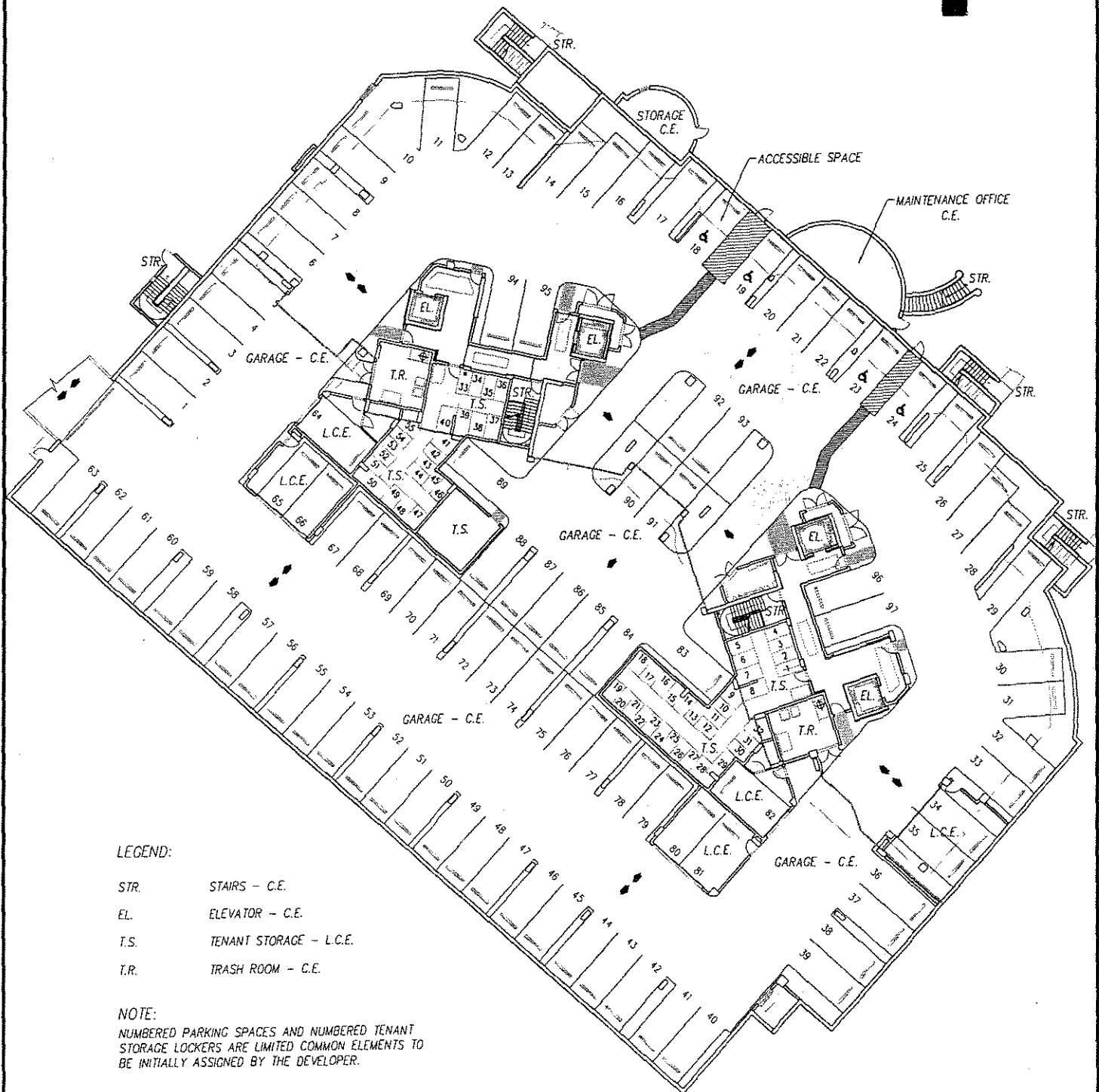
\Survey\12001\cond projects T2001\T1057WCI-A\dwg\EXHIBIT B\COND01-sh 6.dwg 06/05/2003 01:34:48 PM EDT

0 40 80



SCALE 1" = 40'

EXHIBIT 'B'



LEGEND:

- STR. STAIRS - C.E.
- EL. ELEVATOR - C.E.
- T.S. TENANT STORAGE - L.C.E.
- T.R. TRASH ROOM - C.E.

NOTE:

NUMBERED PARKING SPACES AND NUMBERED TENANT STORAGE LOCKERS ARE LIMITED COMMON ELEMENTS TO BE INITIALLY ASSIGNED BY THE DEVELOPER.

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

GARAGE - OVERALL LAYOUT



LB J2232

**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

\\Survey\T2001\land projects T2001\T1057WCI-A\dwg\Exhibit B\COND0-sh 7 GARAGE 1.dwg 05/15/2003 10:07:38 AM EDT

NOTES:

C.E. = INDICATES COMMON ELEMENT

L.C.E. INDICATES LIMITED COMMON ELEMENT

**UNIT BOUNDARIES** - EACH UNIT WILL HAVE BOUNDARIES AS DEFINED BELOW. THE BOUNDARIES MAY EXIST NOW OR MAY BE CREATED BY CONSTRUCTION, SETTLEMENT, OR MOVEMENT OF THE BUILDINGS; OR BY PERMISSIBLE REPAIRS, RECONSTRUCTION, OR ALTERATIONS.

**HORIZONTAL BOUNDARIES** - THE UPPER AND LOWER BOUNDARIES OF THE UNITS WILL BE:

**UPPER BOUNDARY** - THE PLANES OF THE UNDERSIDE OF THE FINISHED AND UNDECORATED CEILINGS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.

**LOWER BOUNDARY** - THE PLANES OF THE UPSIDE OF THE FINISHED AND UNDECORATED SURFACE OF THE FLOORS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.

**PERIMETER BOUNDARIES** - THE PERIMETER BOUNDARIES WILL BE BOTH FINISHED AND UNDECORATED INTERIOR SURFACES OF THE PERIMETER WALLS OF THE UNIT AS SHOWN ON THE CONDOMINIUM PLOT PLAN, AND THE PLANES OF THE INTERIOR SURFACES OF THE UNIT'S WINDOWS, DOORS, AND OTHER OPENINGS THAT ABOUT THE EXTERIOR OF THE BUILDING OR COMMON ELEMENTS, INCLUDING LIMITED COMMON ELEMENTS.

**COMMON ELEMENTS** - THE PORTIONS OF THE PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT INCLUDED IN THE UNITS INCLUDING:

LAND,

ALL PARTS OF IMPROVEMENTS THAT ARE NOT INCLUDED WITHIN THE UNITS (NOTE: CHASES AND LOAD BEARING COLUMNS WITHIN UNITS ARE COMMON ELEMENTS BUT ARE NOT SHOWN ON EXHIBIT "B" THE CONDOMINIUM PLOT PLAN.)

EASEMENTS,




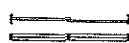
INSTALLATIONS FOR THE FURNISHING OF SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS, SUCH AS CHILLED WATER AIR CONDITIONING, ELECTRICITY, WATER AND SEWER.

**LIMITED COMMON ELEMENT** - MEANS THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS, OR WHICH BY THEIR NATURE OR LOCATION ARE INTENDED TO SERVE EXCLUSIVELY A UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.

USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.

ALL AREAS NOT DESCRIBED AS UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

LEGEND AND ABBREVIATIONS:

	STRUCTURAL COLUMN - C.E.
	MASONRY WALL - C.E.
	NON-STRUCTURAL WALL
	DOOR & WINDOW AREAS
T.C.	TRASH CHUTE - C.E.
ELEC.	ELECTRICAL AREA - C.E.
A/C	AIR CONDITIONING AREA
PH	PENTHOUSE

FLOOR ELEVATIONS:

GARAGE LEVEL 1	ELEV. = 11.08
LOBBY LEVEL	ELEV. = 21.58
1ST TYPICAL FLOOR (LANAI)	ELEV. = 36.25
2ND TYPICAL FLOOR	ELEV. = 45.92
3RD TYPICAL FLOOR	ELEV. = 55.58
4TH TYPICAL FLOOR	ELEV. = 65.25
5TH TYPICAL FLOOR	ELEV. = 74.92
6TH TYPICAL FLOOR	ELEV. = 84.58
7TH TYPICAL FLOOR	ELEV. = 94.25
8TH TYPICAL FLOOR (TRANSITION)	ELEV. = 103.92
9TH FLOOR (LOWER PENTHOUSE)	ELEV. = 114.58
10TH FLOOR (UPPER PENTHOUSE)	ELEV. = 125.25
ROOF	ELEV. = 135.92

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

NOTES, FLOOR ELEVATIONS, LEGEND AND ABBREVIATIONS

1st FLOOR (LANAI), 2nd - 7th FLOORS, 8th FLOOR (TRANSITION), 9th and 10th FLOORS (PENTHOUSE)



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Flagwood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

I:\Survey\12001\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDO-eh 8 NOTES.FL ELEV. LEG & ABB.dwg 06/05/2003 01:38:44 PM EDT

0 100 200

SCALE 1" = 100'

ATLANTIC OCEAN

EXHIBIT 'B'



BEACH

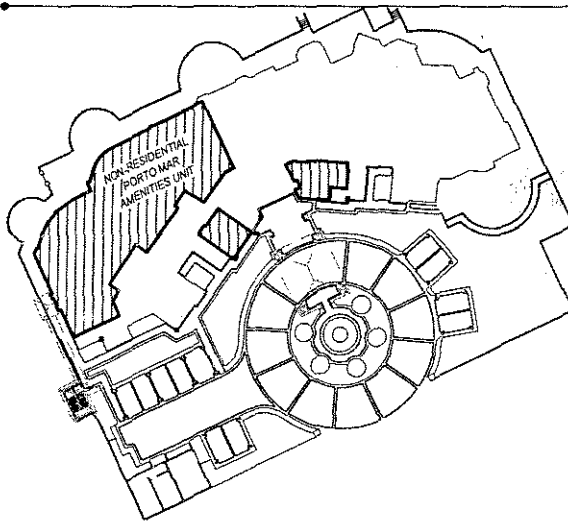
(BEACH PRESERVATION)

(BEACH PRESERVATION)

COASTAL CONSTRUCTION CONTROL LINE PRIOR TO 4/14/88

COASTAL CONSTRUCTION CONTROL LINE RECORDED IN MB 28, PGS. 5-12 4/14/88

HAMMOCK DUNES TOWERS  
M.B. 33, PGS. 67-69  
(SAVONA CONDOMINIUMS)



EXISTING CONDO BLDGS  
LA GRANDE PROVENCE CONDOMINIUM (PORTION OF CLUSTER 1)

N 905661.6115  
E 444401.4271

HAMMOCK DUNES CLUSTER ONE  
M.B. 32, PGS. 84  
(PORTOFINO CONDOMINIUMS)

N 906036.7905  
E 444180.6382

AVENUE DE LA MER

AVENUE ROYALE

HAMMOCK DUNES PHASE 1  
M.B. 30, PGS. 76-86

SECTION 3

SECTION 4

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
AMENITIES UNIT - PARCEL

CAMINO DEL MAR



LB #2232

**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

LEGEND:



DENOTES AMMENITIES UNIT

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 9 OF 27 SHEETS

P:\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDD-sh 9.10 AMENITIES UNIT.dwg 05/12/2003 03:27:39 PM PBT

0 40 80

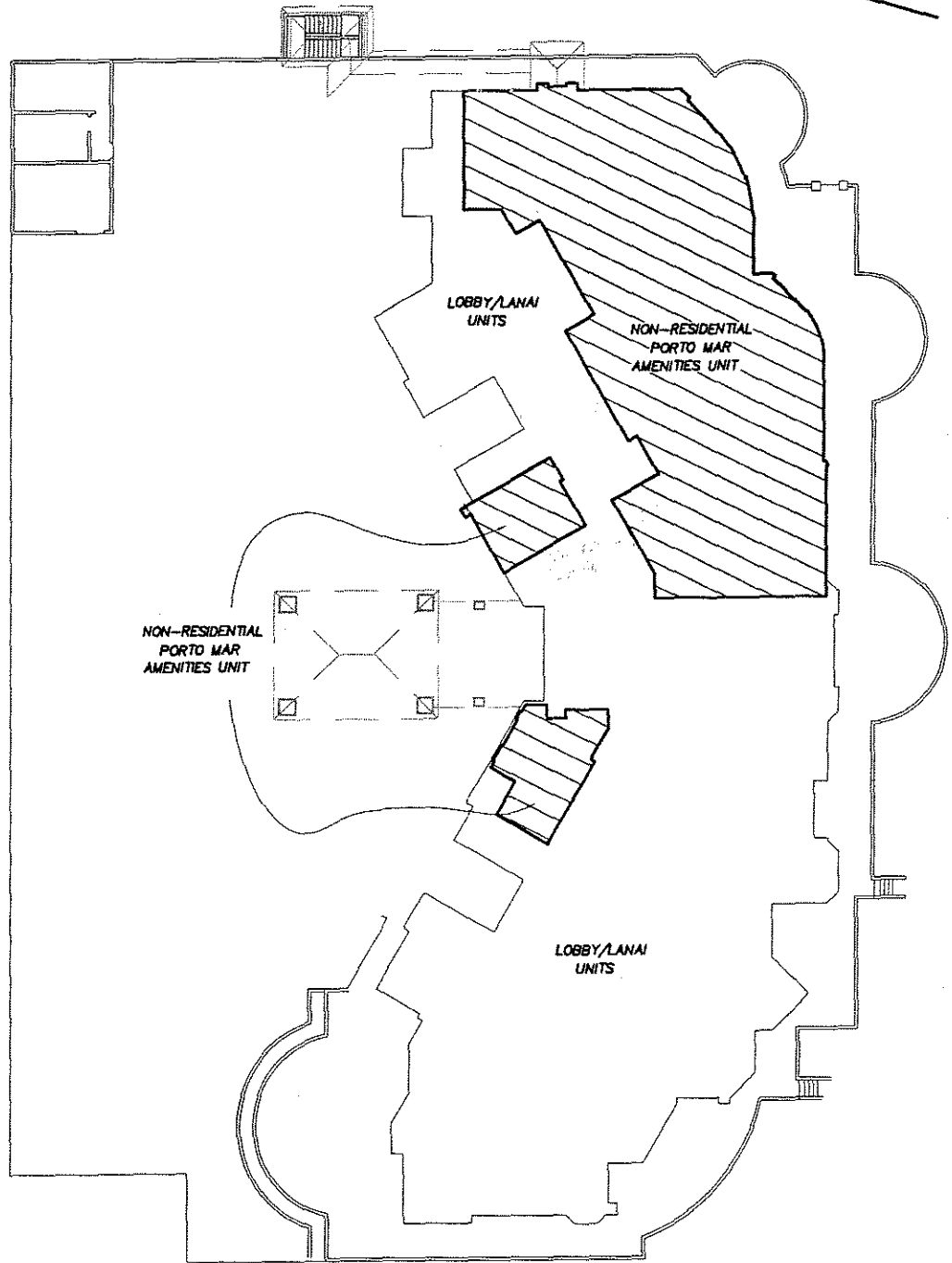
SCALE 1" = 40'



SUBJECT  
82.14

NOTES:

1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.



P:\land projects T2001\T1057WCI-A\chgs\Exhibit\_B\COND00-sh\_9.10\_AMENITIES\_UNIT.dwg 05/15/2003 11:44:56 AM PDT

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
AMENITIES UNIT - 1st FLOOR

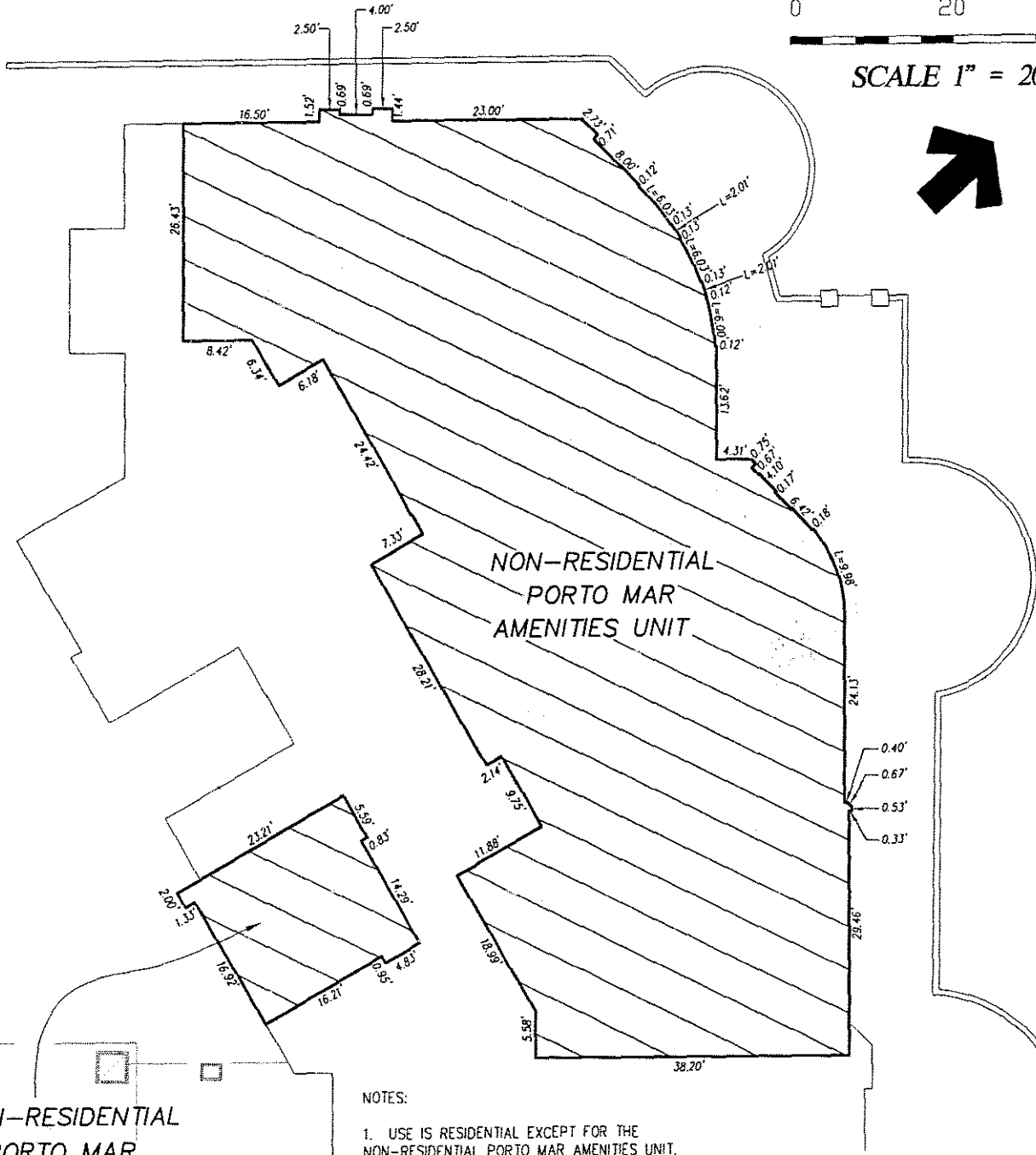


**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave, Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

EXHIBIT 'B'

0 20 40

SCALE 1" = 20'



NON-RESIDENTIAL  
PORTO MAR  
AMENITIES UNIT

NOTES:

1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
AMENITIES UNIT - 1st FLOOR



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601

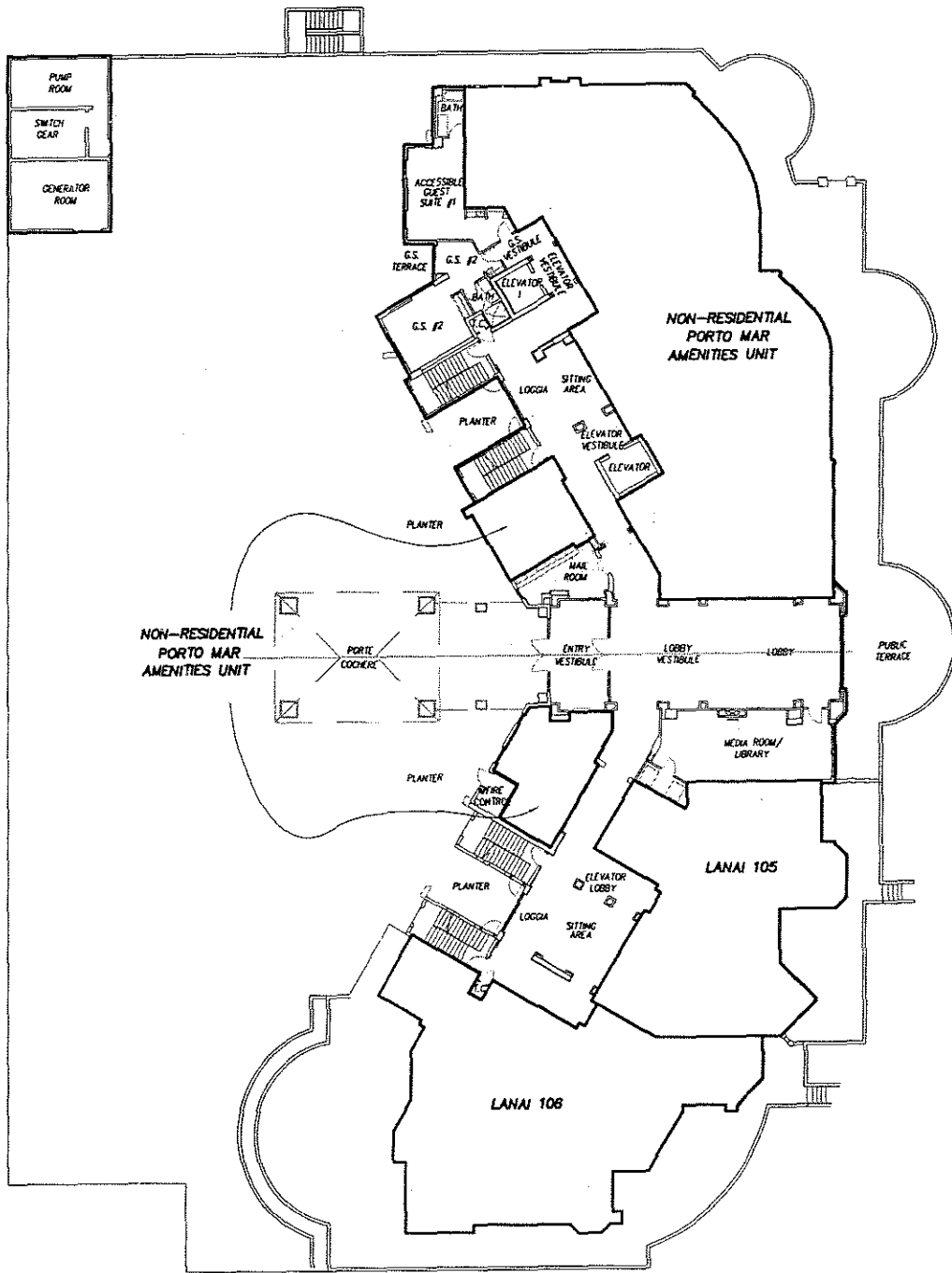
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

LB #2232



0 40 80

SCALE 1" = 40'



P:\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDID-sh 9.10 AMENITIES UNIT.dwg 05/15/2003 03:30:58 PM PDT

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 LOBBY/LANAI - 1st FLOOR



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

EXHIBIT "B"

**TOMOKA ENGINEERING**

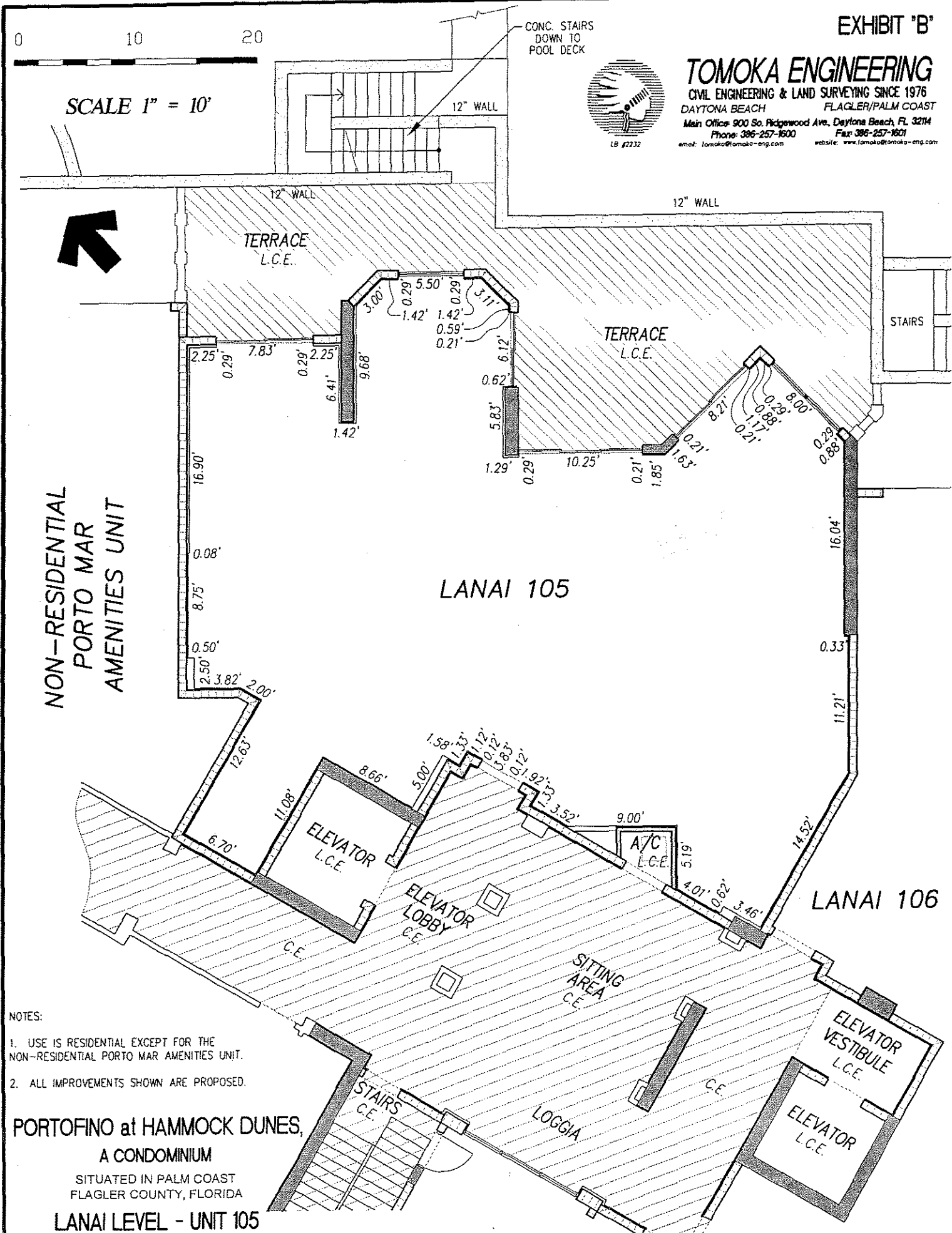
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com



0 10 20

SCALE 1" = 10'

CONC. STAIRS  
DOWN TO  
POOL DECK



NON-RESIDENTIAL  
PORTO MAR  
AMENITIES UNIT

LANAI 105

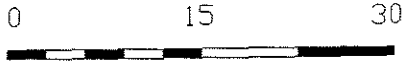
LANAI 106

NOTES:

1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

**PORTOFINO at HAMMOCK DUNES,**  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
**LANAI LEVEL - UNIT 105**

EXHIBIT 'B'



SCALE 1" = 15'

CONC. STAIRS  
DOWN TO  
POOL DECK

NOTES:

- 1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.
- 2. ALL IMPROVEMENTS SHOWN ARE AS-BUILT.

LANAI 105

TERRACE  
L.C.E.

LANAI 106

TERRACE  
L.C.E.

### TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM

SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA

LANAI LEVEL - UNIT 106

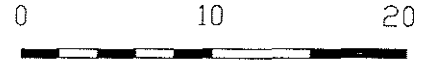
DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

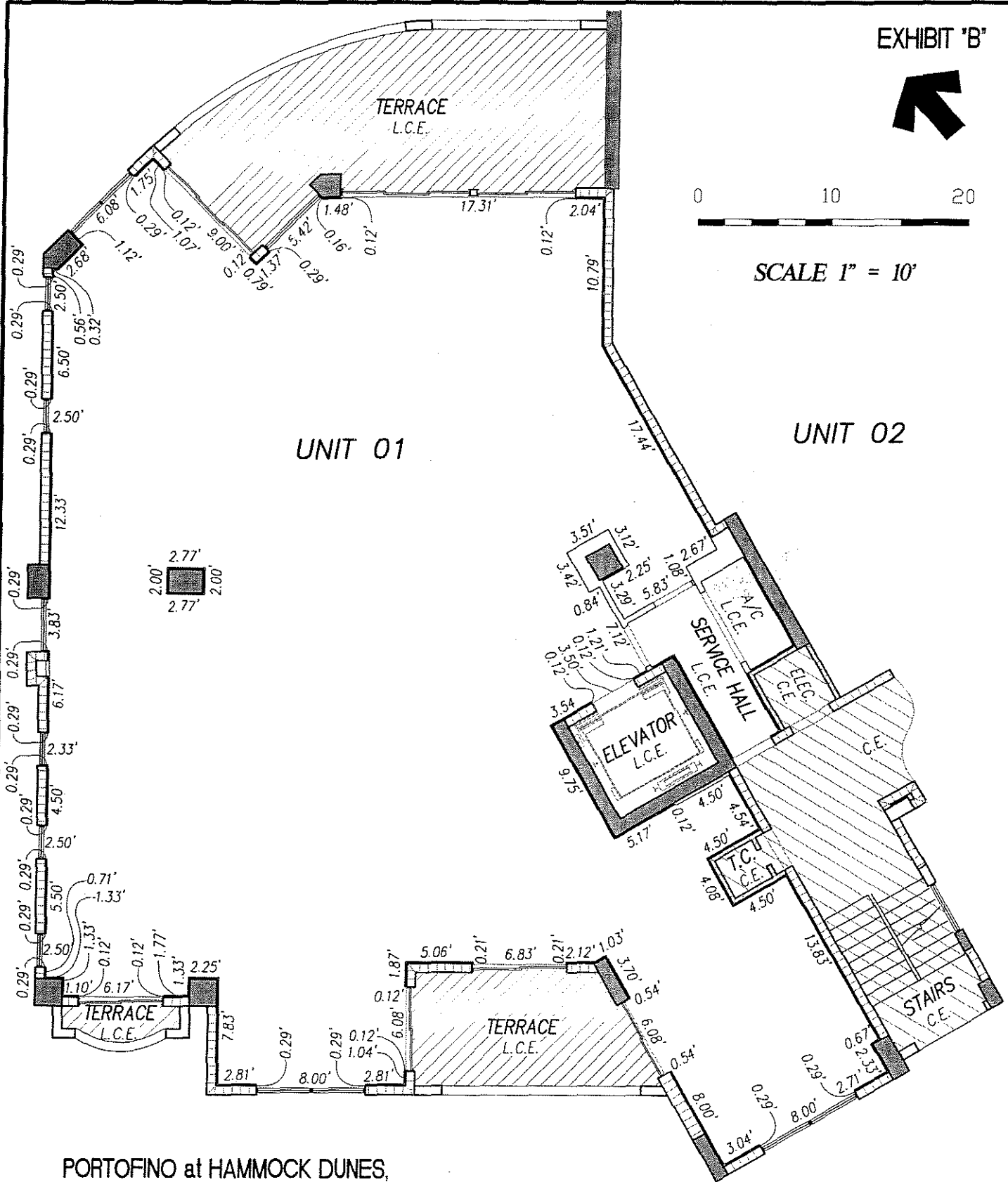
SHEET 12 OF 27 SHEETS

\\Survey\T2001\land projects T2001\T1057WCI-A\dwg\Exhibit B\COND0-sh 11.12 LANAI LEVEL.dwg 05/15/2003 03:31:59 PM EDI

EXHIBIT 'B'



SCALE 1" = 10'



P:\land projects T2001\T1057\WC1-A\dwg\Exhibit B\COND0-sh 13-18 TYP FLOOR PLAN.dwg 05/13/2003 06:55:37 AM PDT

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (NORTH WING)  
FLOORS 2 THROUGH 8

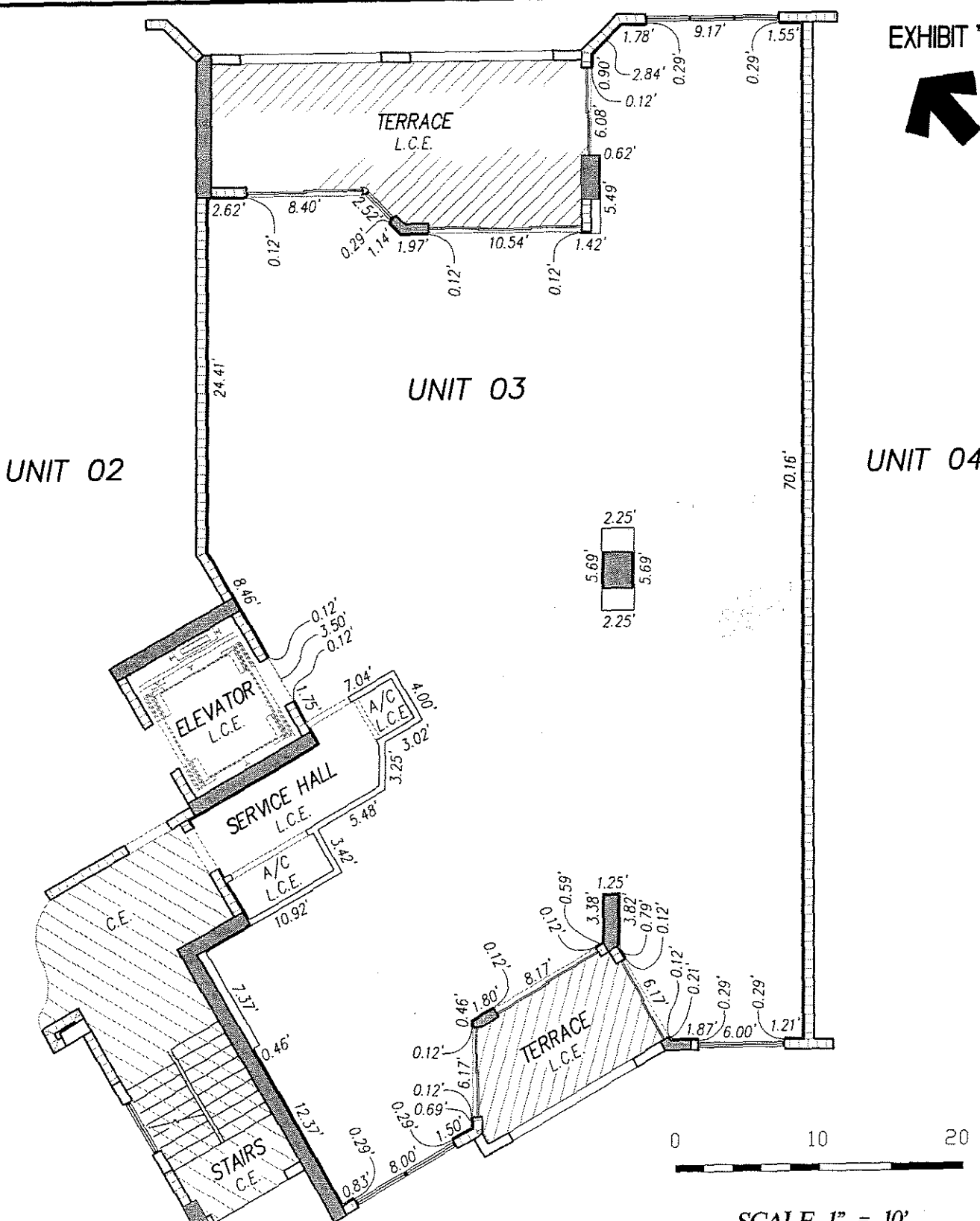


**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com



EXHIBIT 'B'



**PORTOFINO at HAMMOCK DUNES,**  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

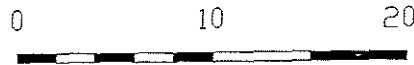
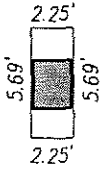
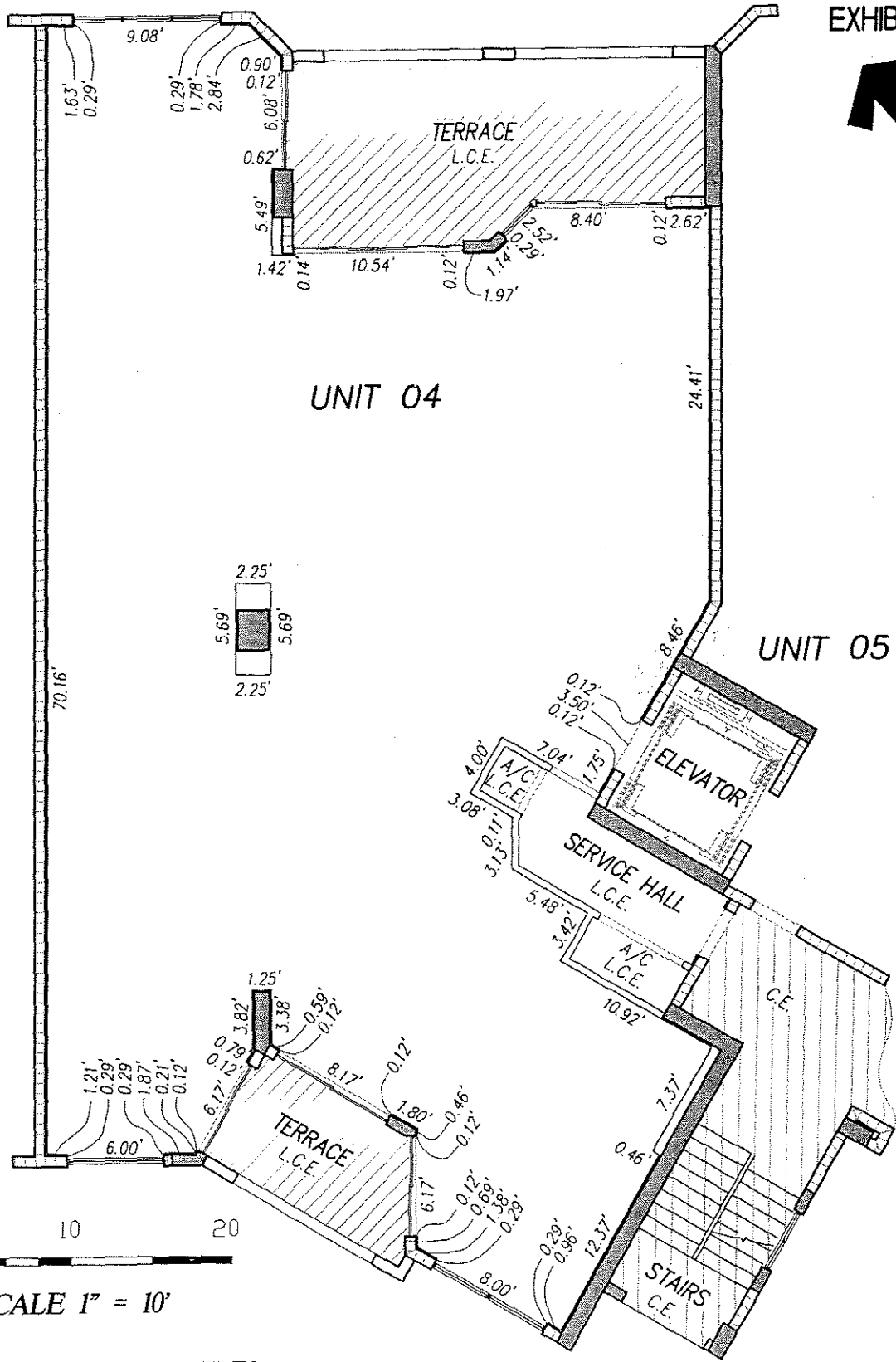
**TYPICAL FLOOR PLAN - (NORTH WING)**  
FLOORS 2 THROUGH 8



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

T:\Survey\T2001\land projects T2001\T1057WCI-A\dwg\Exhibit B\COND00-sh 13-18 TYP FLOOR PLAN.dwg 05/15/2003 03:20:47 PM EDT

EXHIBIT 'B'



SCALE 1" = 10'

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (SOUTH WING)  
FLOORS 2 THROUGH 8



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1500 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

\\Survey\T2001\land projects T2001\T1057WCI-A\dwg\Exhibit B\CND00-sh 13-18 TYP FLOOR PLAN.dwg 05/15/2003 03:20:47 PM EDT

0 10 20

SCALE 1" = 10'

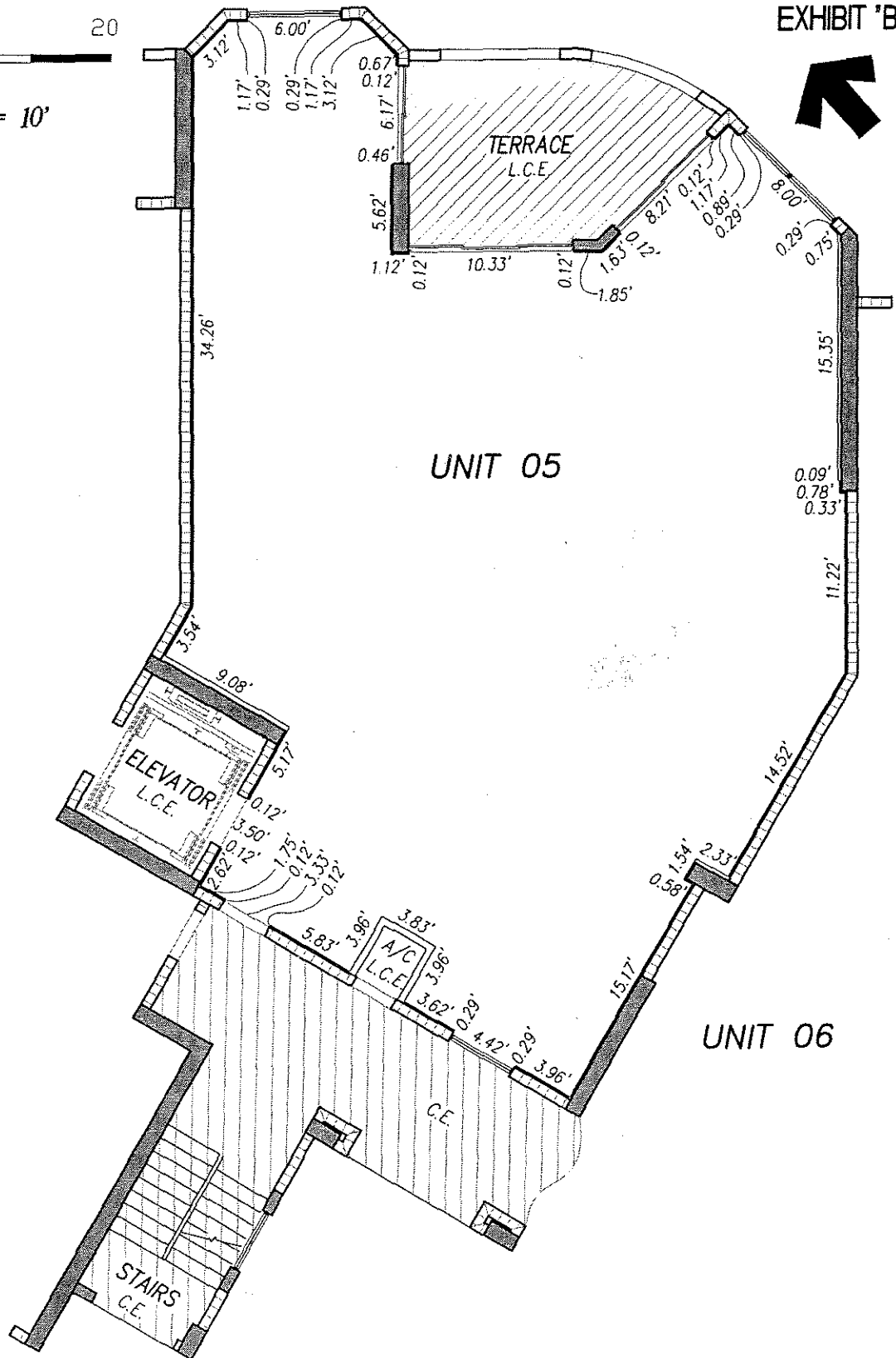
EXHIBIT 'B'



UNIT 04

UNIT 05

UNIT 06



PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (SOUTH WING)

FLOORS 2 THROUGH 8



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976

DAYTONA BEACH

FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114

Phone: 386-257-1500

Fax: 386-257-1501

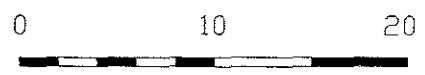
email: tomoka@tomoka-eng.com

website: www.tomoka@tomoka-eng.com

LB #2232



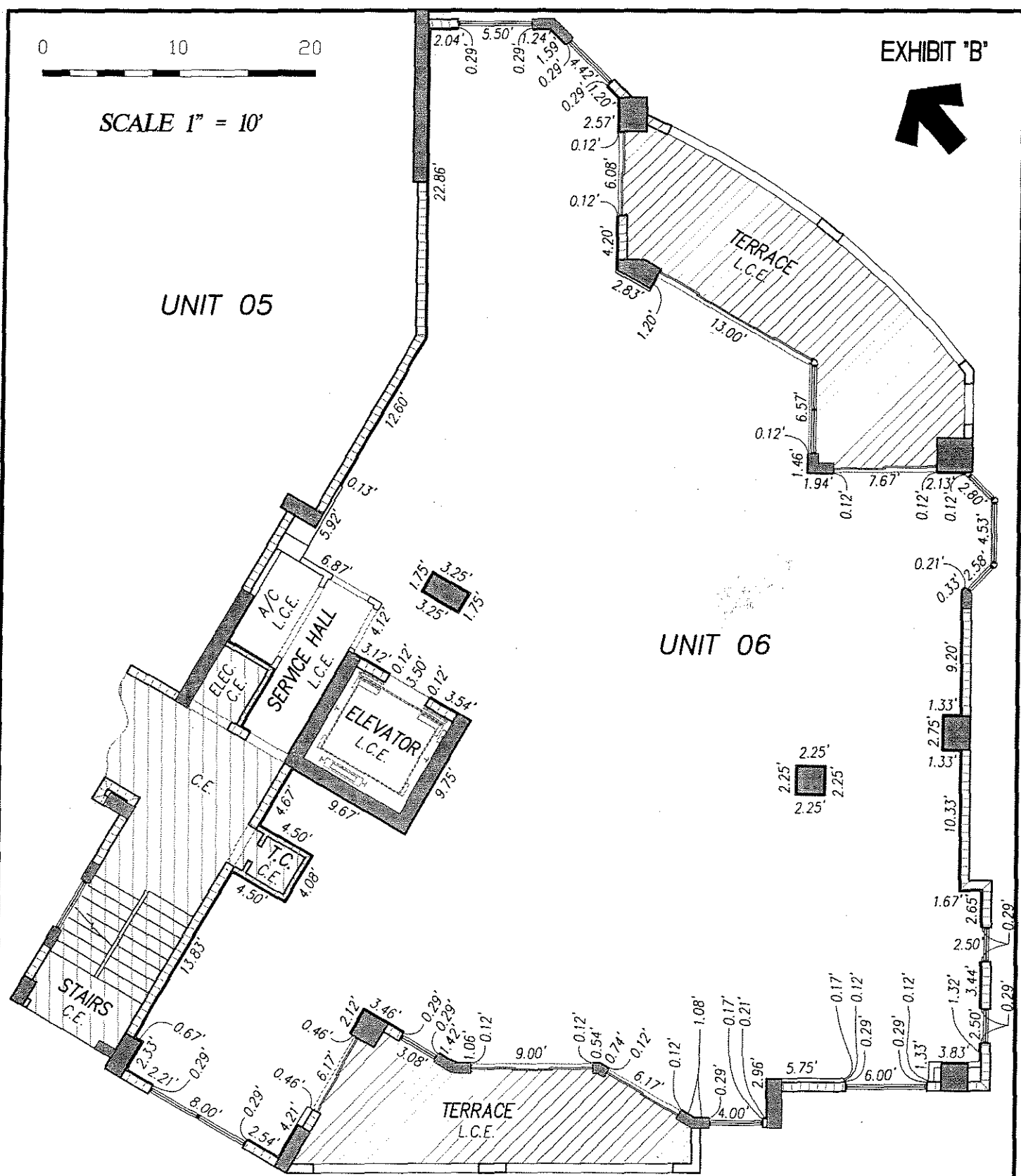
EXHIBIT 'B'



SCALE 1" = 10'

UNIT 05

UNIT 06



PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (SOUTH WING)

FLOORS 2 THROUGH 8

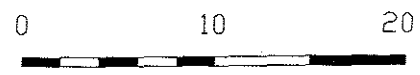


**TOMOKA ENGINEERING**

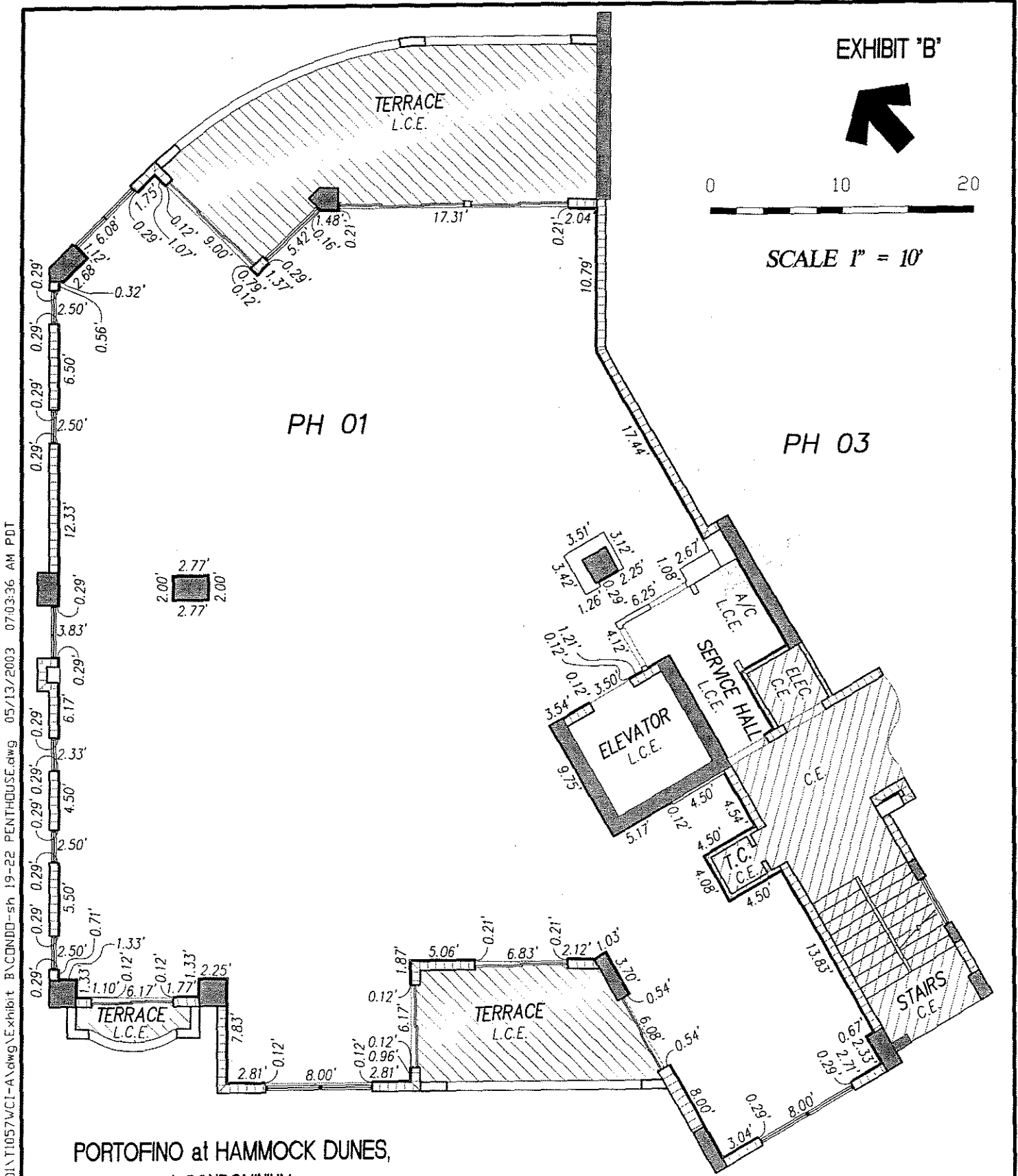
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

P:\land projects T2001\T1057WCI-A\dwg\Exhibit B\COND0-sh 13-18 TYP FLOOR PLAN.dwg 05/13/2003 06:55:37 AM PDT

EXHIBIT 'B'



SCALE 1" = 10'

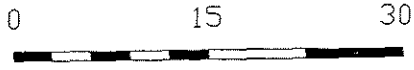


**PORTOFINO at HAMMOCK DUNES,**  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**PENTHOUSE - (NORTH WING)**  
 FLOORS 9 and 10



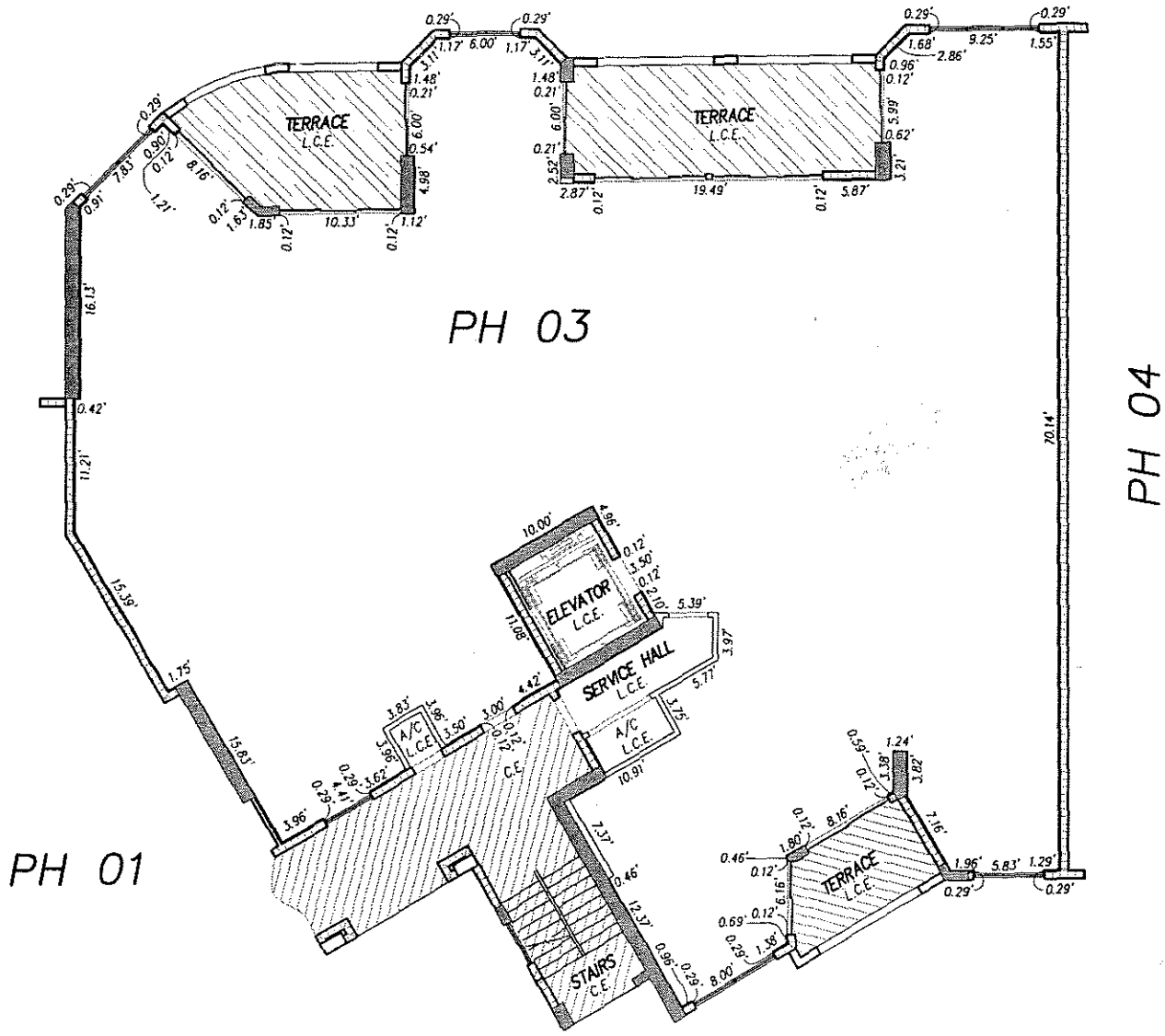
**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

P:\land\_projects\T2001\T1057WCI-A\dwg\Exhibit B\COND-sh 19-22 PENTHOUSE.dwg 05/13/2003 07:03:36 AM PDT



SCALE 1" = 15'

EXHIBIT 'B'



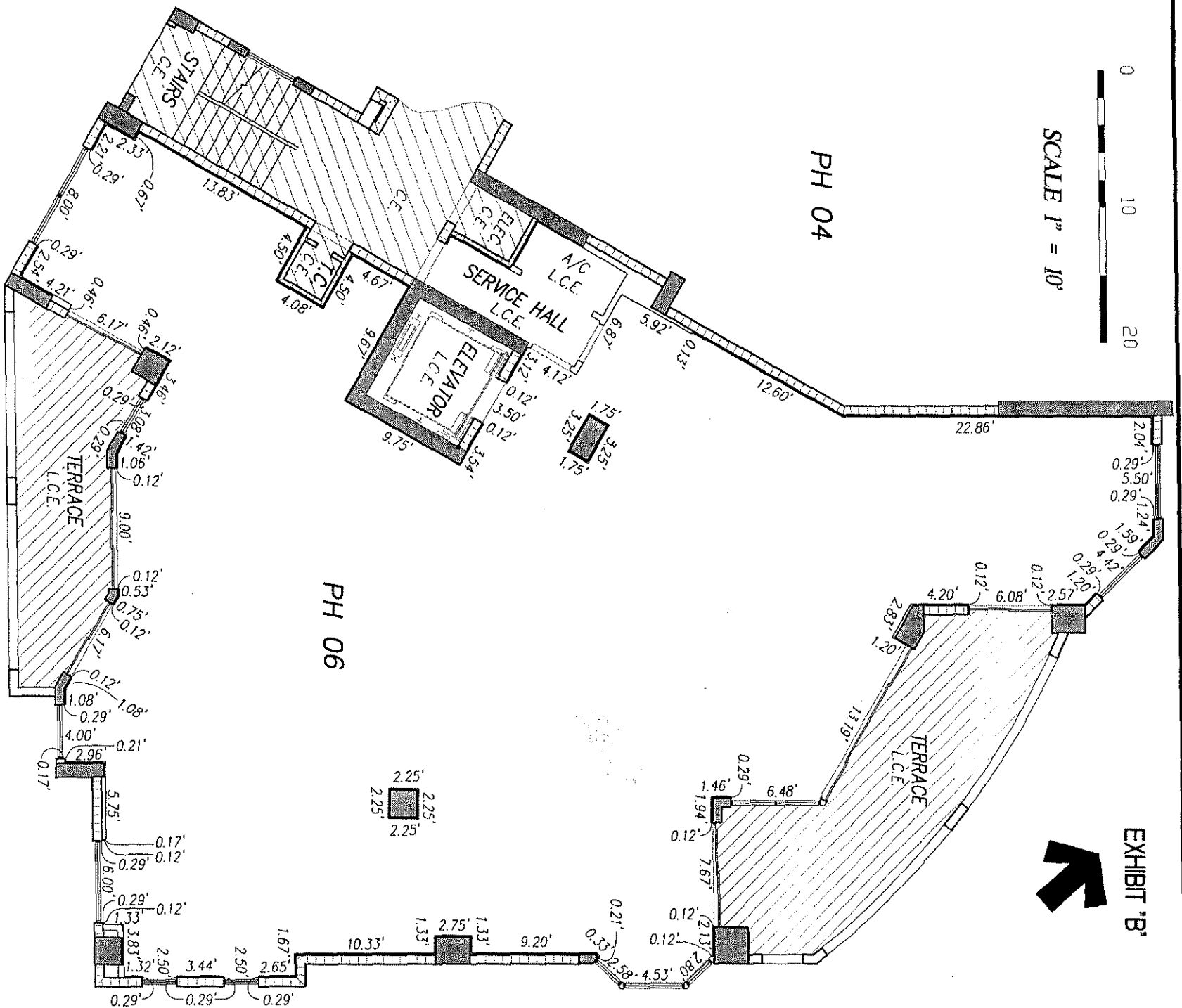
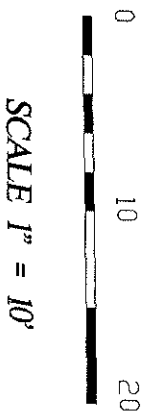
\\Survey\T2001\land\_projects T2001\T1057WCI-A\dwg\Exhibit B\CONDO-sh 19-22 PENTHOUSE.dwg 05/15/2003 03:30:04 PM EDT

**PORTOFINO at HAMMOCK DUNES,**  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**PENTHOUSE - (NORTH WING)**  
 FLOORS 9 and 10



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com





**EXHIBIT 'B'**

REF 0940 PAGE 1910

**PORTOFINO at HAMMOCK DUNES**

**A CONDOMINIUM**  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**PENTHOUSE - (SOUTH WING)**  
 FLOOR 9 and 10

**PH 06**

**PH 04**



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH  
 Main Office: 300 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1800 Fax: 386-257-1801  
 email: tomoka@tomoka-eng.com website: www.tomokaeng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 22 OF 27 SHEETS

LB #2232



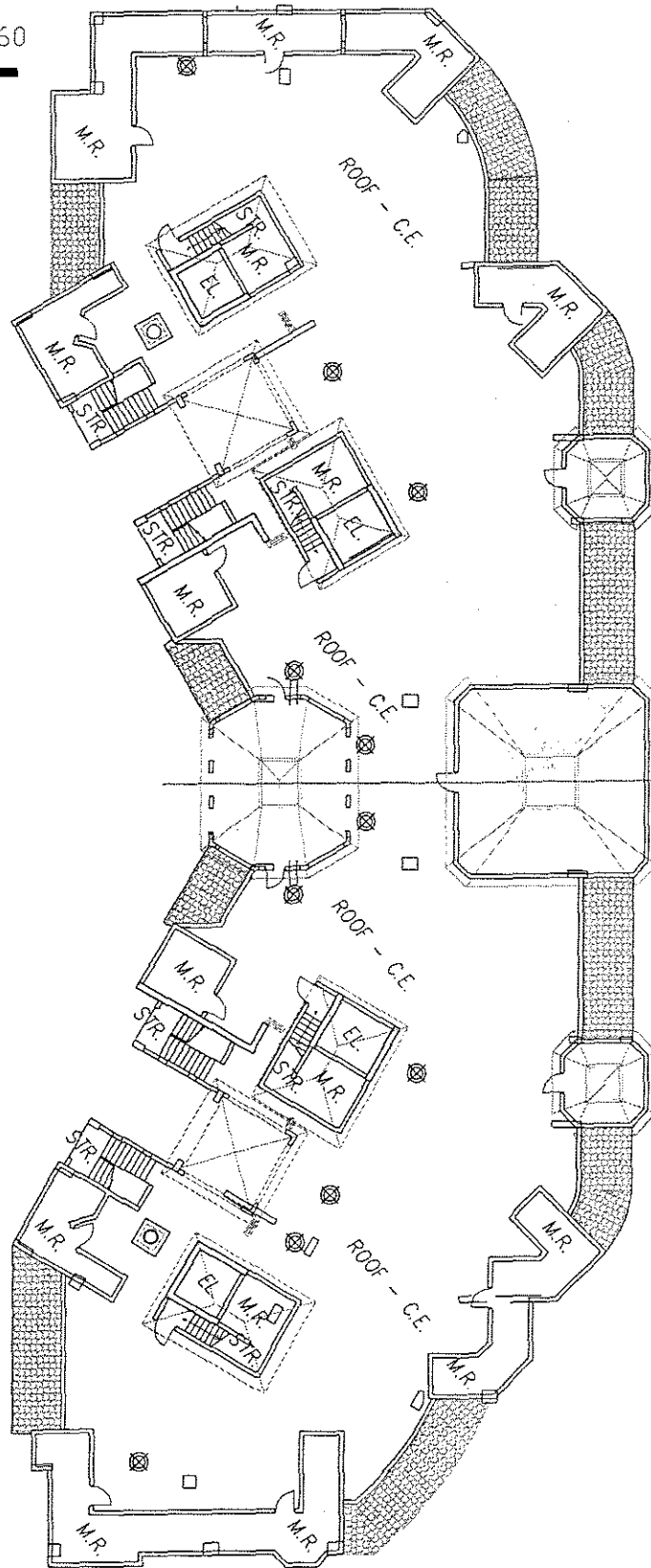
SCALE 1" = 30'

EXHIBIT "B"



LEGEND:

- STR. STAIRS - C.E.
- EL. ELEVATOR - C.E.
- M.R. MECHANICAL ROOM - C.E.



\\Survey\T2001\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDO-sh 23 ROOF PLAN.dwg 05/15/2003 12:21:48 PM EDT

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

ROOF PLAN - OVERALL LAYOUT



LB #2232

**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

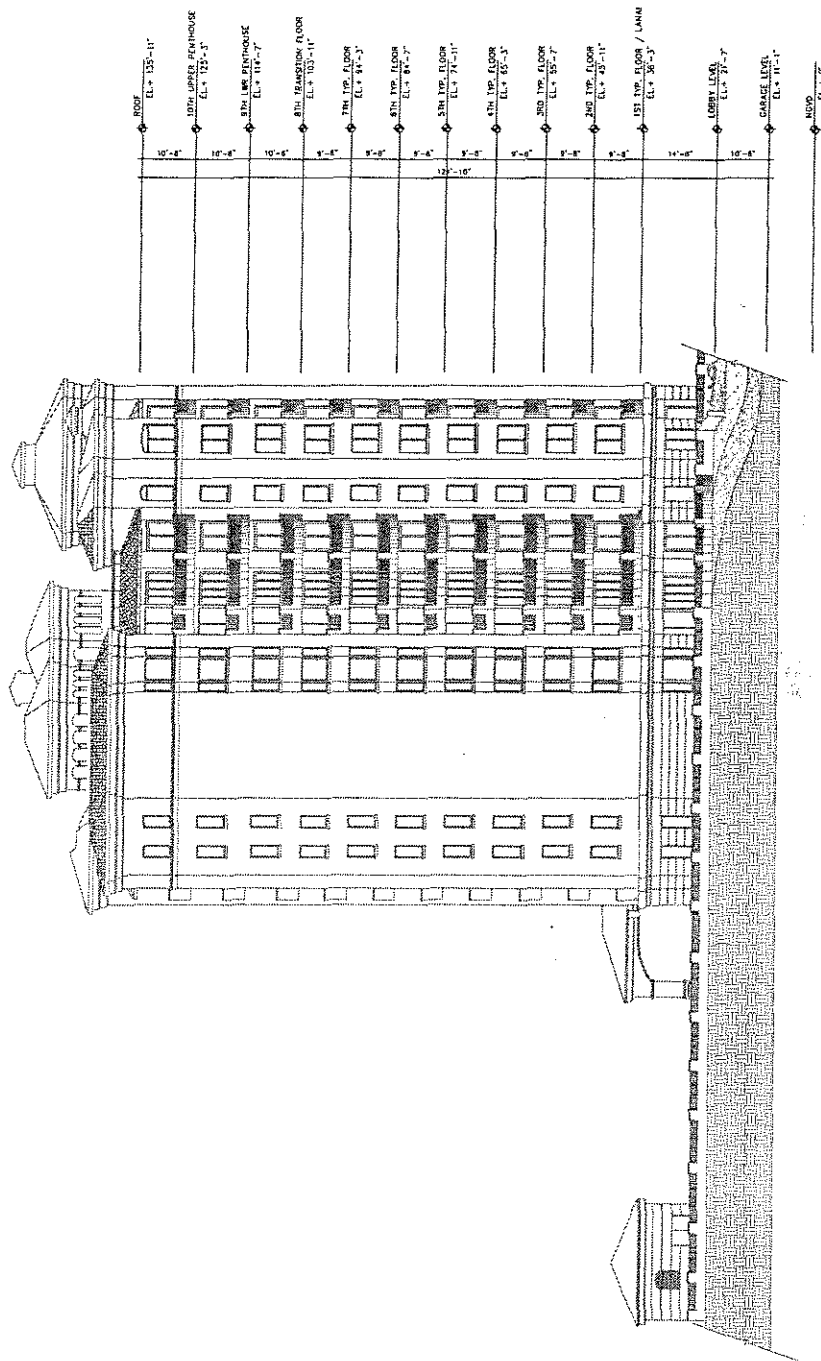
DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 23 OF 27 SHEETS



EXHIBIT 'B'



SOUTH ELEVATION

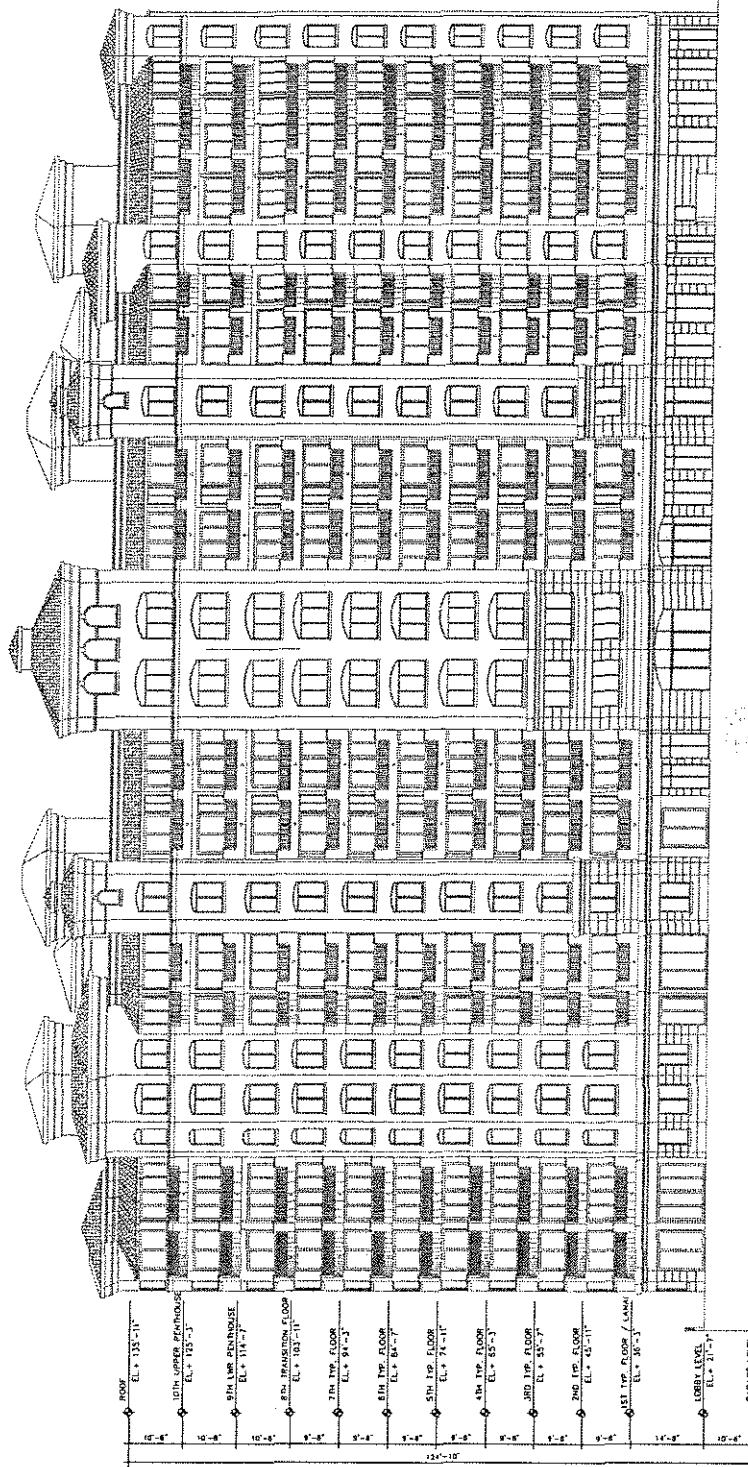
PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 ELEVATION - SOUTH



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

PROJECT: C:\PROJECTS\PORTOFINO\PORTOFINO\_SOUTH.dwg 05/14/03 10:56:38 AM P11





EAST ELEVATION

# PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

## ELEVATION - EAST



## TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114

Phone: 386-257-1600 Fax: 386-257-1601

email: tomoka@tomoka-eng.com

website: www.tomoka@tomoka-eng.com



**EXHIBIT "C" TO DECLARATION****BY-LAWS****OF****PORTOFINO AT HAMMOCK DUNES CONDOMINIUM ASSOCIATION, INC.**

1. **IDENTITY** — These are the By-Laws of **Portofino at Hammock Dunes Condominium Association, Inc.**, a nonprofit Florida corporation formed for the purpose of administering **Portofino at Hammock Dunes**, A Condominium which will be located at in Flagler County, Florida, upon the land described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association.")

1.1. **OFFICE** — The office of the Association shall be at the Condominium or such other location within Flagler or (prior to turnover) Lee County, Florida as may from time to time be determined by the Board of Directors.

1.2. **FISCAL YEAR** — The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3. **SEAL** — The seal of the Association shall be circular in shape, bear the abbreviated name of the Association, the word "Florida," and the year of establishment, 2001.

2. **MEMBERS' MEETINGS**

2.1. **ANNUAL MEETINGS** — Annual members' meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, no later than the month of April each year, in conjunction with the election of Directors and for transacting any business authorized to be transacted by the members.

2.2. **SPECIAL MEETINGS** — Special member's meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and

when requested by written petition signed and dated from at least 25% of the total voting interests. Such petition shall state the purpose(s) of the meeting. The business at a special meeting requested by petition shall be limited to the items specified in the petition and contained in the notice of the meeting. In the event that the Board of Directors adopts a budget requiring assessments exceeding 115% of the assessments for the preceding year, the Board upon written application of 10% of the voting interests shall call a special meeting of the unit owners to consider and enact an alternate budget. The determination as to whether the assessments exceed 115% shall be made in accordance with F.S. 718.112 (2)(e). Members meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests.

**2.3. NOTICE OF MEMBERS' MEETINGS** — Notice of members meetings including a recall meeting and the annual meeting, which must include an identification of agenda items, shall be delivered or mailed to each unit owner by United States mail, unless waived in writing, at least 14 days prior to the meeting, provided however, that any election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4. next following. An officer of the Association shall execute an affidavit of mailing or delivery per F. S. 718.112(2)(d)(2) or provide a United States Postal Certificate of Mailing which shall be retained in the official records of the Association as proof of such mailing or delivery. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property at least 14 continuous days prior to the annual meeting. The Board, upon notice to unit owners shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of unit owner meetings shall be posted.

**2.4. BOARD ELECTION MEETINGS — NOTICE AND PROCEDURE —**

The regular or general election shall occur at the time and place at which the annual meeting is scheduled to occur, regardless of whether a quorum is present.

**2.4.1.** Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each unit owner entitled to vote, the first notice of the date of the election. It must contain the name and correct mailing address of the Association. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the Association not less than 40 days before a scheduled election. The Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein not less than 14 days before the scheduled election, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet which must be furnished by the candidate not less than 35 days before the election, on one side of a sheet, no larger than 8 1/2 inches by 11 inches, with the costs of copying and mailing to be borne by the Association. The Association shall not edit, alter, or otherwise modify the content of the information sheet and shall have no liability for its contents.

**2.4.2.** A voting machine may also be used by those attending the meeting in person, and a unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance from a member of the Board of Directors or other unit owner but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.

2.4.3. There is no quorum requirement; however at least 20 percent of the eligible voting interests must cast a valid ballot to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.4. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

2.4.5. Notwithstanding anything in this paragraph 2., the Association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in these By-laws which vote may be by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

2.5. **NOTICE — OWNERS BUDGET MEETING** — Notice of a special meeting called by the Board at the written request of 10% of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

2.6. **NOTICES SPECIFIC** — All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting and shall incorporate an identification of agenda items.

2.7. **QUORUM** — A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may by F.S. 718 or the documents require a larger percentage in which case the percentage required in F.S. 718 or the Documents shall govern.

**2.8. OWNER PARTICIPATION** — Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Such rules must be adopted in advance and in written form. Any unit owner may tape record or videotape a meeting of the unit owners subject and pursuant to Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

**2.9. OWNER VOTING — INDIVISIBLE VOTE** — Each unit shall have one indivisible vote. All officers of a corporation, trust, partnership or other such owner shall be eligible to cast the vote for such a unit. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted. Voting certificates are not authorized.

**2.10. PROXIES** — Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Secretary before or at the voter registration immediately preceding the meeting. A photographic, photostatic or equivalent reproduction of a proxy is a sufficient proxy pursuant to F.S. 607.0722(2). Except as specifically otherwise provided in this paragraph, or by the Condominium Act from time to time, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter which F.S. 718 requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the

election of Board members except in the filling of vacancies after recall pursuant to sections 61-B-23.0026 and 61-B-23.0027 F.A.C., unless an alternate election procedure is adopted pursuant to Section 2.4.5. above. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

**2.11. NO QUORUM** — If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**2.12. ORDER OF BUSINESS** — The order of business at annual members' meetings and, as far as applicable at all other members' meetings, may be:

- (a) Election of a Chairman of the meeting, unless the President or Vice President of the Association is present, in which case he (or she) shall preside.
- (b) Collection of ballots.
- (c) Checking of signatures and unit identifications on ballot outer envelopes against the eligible voter lists.
- (d) Registering proxies and counting votes.
- (e) Proof of Notice of meeting or waiver of notice.
- (f) Calling of the roll.
- (g) Reading and disposal of any unapproved minutes.
- (h) Reports of Directors.
- (i) Reports of Committees.
- (j) Announcement of the results of the election of Directors.
- (k) Unfinished business.
- (l) New business.



(m) Adjournment.

### 3. BOARD OF DIRECTORS

**3.1. NUMBER, TERM, AND QUALIFICATIONS.** The affairs of the Corporation shall be governed initially by a Board composed of three persons appointed by the Developer, which may at the Developer's option be expanded to five. The Board, after turnover of control by the Developer, shall consist of three, five or seven Directors as may be determined from time to time by the voting interests of the Association, and in the absence of such a determination shall consist of five Directors. All non-Developer Directors shall be members or spouses of members. All officers of a corporation, trust, partnership or other such owner shall be deemed to be members so as to be eligible for Board membership. A person who has been convicted of any felony by any Court of Record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for the Board. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony. Directors shall be elected by the Voting Interests as to regular or general elections at the time and place at which the annual meeting is scheduled to occur regardless of whether a quorum is present, except for Developer-appointed Directors. At and after turnover, members of the Board shall be elected for staggered two years terms. At the election held in conjunction with turnover, a majority shall be elected for two (2) years and the balance elected for one (1) year to provide continuity. Those persons receiving the highest number of votes shall serve the two year terms. In the event of a tie, for a designated position on the Board the tie shall be resolved by agreement of the candidates, if possible; otherwise the winning Director shall be chosen in a blind drawing.

**3.2. TERM OF SERVICE** — The term of each Director's service, except in the case of a vacancy caused by recall, shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act by a majority of the voting interests. A Board member appointed by the Board to replace a recalled Board member shall fill the vacancy until the next regularly scheduled election for any position. Provided that a seat held by a Director who ceases to be an owner shall thereby automatically become vacant.

**3.3. BOARD VACANCIES** — Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors; provided, however, that if a majority or more of the Board members are removed by recall the vacancies shall be filled in accordance with Rule 61B-23.0027 (if at a meeting) or with Rule 61B-23.0028 (if by written agreement), Florida Administrative Code; provided further that a Director who has been recalled by the membership may not be appointed to fill the vacancy created by his removal; and further provided that following relinquishment of Developer control during the time that both the Developer and unit owners other than the Developer have representation on the Board, pursuant to F. S. 718.301(1)(e), the Developer Directors may not vote for a majority of the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the remaining term of the seat being filled.

**3.4. ORGANIZATIONAL MEETING** — The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting. Election of officers may be by secret ballot.

**3.5. REGULAR MEETINGS** — Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless noticed previously, shall be given to each Director personally or by mail, telephone or telecopier at least three days prior to the day named for such meeting.

**3.6. SPECIAL MEETINGS** — Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than three day's notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

**3.7. WAIVER OF NOTICE** — Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

**3.8. NOTICE TO OWNERS** — Notices of Directors meetings, and meetings of committees to make recommendations regarding the Association budget or which have the authority to take action on behalf of the Board shall be posted conspicuously on the Condominium property at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. Notices shall specifically incorporate an identification of agenda items. All other committee meetings are exempt from this section. Meetings at which a regular assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the Condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be

by an affidavit executed by the Secretary and filed among the official records of the Association. Upon prior notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted.

**3.9. OWNER PARTICIPATION** — Meetings of the Board of Directors and any committee thereof required to give notice pursuant to 3.8 above, at which a quorum of the members of that committee are present shall be open to all unit owners except that unit owners shall not be privileged to attend meetings between the Board or a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice. The right to attend such meetings includes the right to speak with reference to all identified agenda items provided however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Such rules must be adopted in advance and in written form. Unit owners shall have the right to tape record or videotape the meetings of the Board of Administration or Committee subject and pursuant to Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

**3.10. BOARD MEETINGS, QUORUM AND VOTING** — A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings, except as may be provided by the Condominium Act from time to time, and a vote or abstention for each member present shall be recorded in the minutes. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written

concurrence in Board actions, but such joinders may not be used as a vote for or against the action taken or for purposes of creating a quorum.

**3.11. PRESIDING OFFICER** — The presiding officer at Directors' meetings shall be the President if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

**3.12. DIRECTOR COMPENSATION** — Directors shall serve without pay unless the voting interests annually authorize Director's fees, but shall be entitled to reimbursement for expenses reasonably incurred.

**4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS** — All of the powers and duties of the Association existing under the Florida Not-For-Profit Corporation Statute, the Condominium Act, the Declaration of Condominium, the Corporate Charter and these By-laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

**4.1. TO ADOPT BUDGETS, BORROW MONEY AND MAKE AND COLLECT ASSESSMENTS AND FEES** from and against owners and users to defray the expenses of the Association.

**4.2. TO USE THE PROCEEDS OF ASSESSMENTS** in the exercise of its powers and duties.

**4.3. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION** of the Condominium property.

4.4. **TO ENACT RULES AND REGULATIONS** concerning the use of the common elements and the units subject to any limitations contained in the Condominium Act and the Declaration of Condominium.

4.5. **TO RECONSTRUCT COMMON ELEMENT IMPROVEMENTS AFTER CASUALTY** and the further improvement of the properties.

4.6. **TO APPROVE OR DISAPPROVE PROPOSED ACTIONS** in the manner provided by the Condominium Declaration.

4.7. **TO ENFORCE** by legal means the provisions of applicable laws and the Condominium documents.

4.8. **TO CONTRACT FOR MANAGEMENT** of the Condominium.

4.9. **TO CARRY INSURANCE** for the protection of the unit owners, users and the Association.

4.10. **TO PAY THE COST OF ALL UTILITY SERVICES** rendered to the Condominium and not billed to owners of individual units or users.

4.11. **TO EMPLOY PERSONNEL** and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12. **TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES, LICENSES** and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the Condominium property necessary or desirable for proper operation of the Condominium.

**4.13. TO COMPLY WITH REQUIREMENTS FOR ENTERING CONTRACTS FOR PRODUCTS AND SERVICES** — All contracts for the purchase, lease or renting of materials or equipment or for services, or which are not to be fully performed within one year, shall be in writing. As to any such contract which requires payment exceeding 5 percent of the total annual budget of the Association including reserves except for contracts with employees of the Association, and for attorneys, accountants, community association managers, architects, engineers and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within Flagler County. The Association need not accept the lowest bid. This Paragraph shall be deemed to incorporate the provisions of the Condominium Act as it exists from time to time.

**4.14. TO LEVY FINES** — The Directors may, pursuant to F.S. 718.303, impose fines not to exceed \$100.00 per violation, for failure to comply with the provisions of the Condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00.

**4.14.1. HEARING NOTICE** — The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Articles of Incorporation, By-laws, or Rules and Regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

**4.14.2. RESPONDENT'S RIGHTS** — The party against whom the fine or sanction may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

**4.14.3. HEARING COMMITTEE** — The hearing must be held before a committee of other unit owners, none of whom are members or spouses of the Board of Directors. If the committee does not agree with the fine, the fine may not be levied.

**4.15. TO APPOINT COMMITTEES** — The Directors may appoint committees except that committees for the purpose of nominating candidates for election to the Board of Directors are prohibited. The Board may, however, appoint a search committee to encourage qualified persons to become candidates for the Board. All committees and committee members shall serve at the pleasure of the Board.

**4.16. TO MAINTAIN FIRE SAFETY COMPLIANCE** — The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium units with the applicable Fire and Life Safety Code.

**4.17. TO ADOPT SPECIFICATIONS FOR HURRICANE SHUTTERS** — The Board of Directors shall adopt hurricane shutter specifications for the buildings which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. Where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, hurricane shutters shall not be installed.



**4.18. EMERGENCY POWERS** — In the event of any "emergency" as defined in Paragraph 4.18.7. below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by F.S. 617.0207, as amended from time to time.

**4.18.1** To accommodate the incapacity of any officer of the association, the Board, in advance, may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency.

**4.18.2.** The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

**4.18.3.** During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.

**4.18.4.** Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the association shall bind the association and shall have the rebuttable presumption of being reasonable and necessary.

**4.18.5.** Any officer, director, agent, employee, or member of the association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency bylaws shall incur no liability for doing so except in the case of willful misconduct.

**4.18.6.** These emergency bylaws supersede any inconsistent or contrary provisions of the bylaws during the period of the emergency.

4.18.7. For purposes of this section, an "emergency" exists during any period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

- (a) a state of emergency declared by local civil or law enforcement authorities;
- (b) a hurricane warning;
- (c) a partial or complete evacuation order;
- (d) federal or state "disaster area" status; or
- (e) a catastrophic occurrence, whether natural or manmade,

that seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, a tidal wave, a fire, a hurricane, a tornado, a war, civil unrest, or acts of terrorism.

4.19. **TO CONVEY TO CONDEMNING AUTHORITIES** — To convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

## 5. OFFICERS

5.1. **EXECUTIVE OFFICERS** — After turnover, the executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary.

**5.2. PRESIDENT — POWERS AND DUTIES** — The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

**5.3. VICE PRESIDENT — POWERS AND DUTIES** — The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

**5.4. SECRETARY — POWERS AND DUTIES** — The Secretary shall keep the minutes of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

**5.5. TREASURER — POWERS AND DUTIES** — The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation.

**5.6. EMPLOYEE COMPENSATION** — The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

**5.7. INDEMNIFICATION** — Every Director and every officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director, officer, or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, officer, or committee member admits or is adjudged guilty of willful malfeasance, misfeasance or nonfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Director, officer or committee member may be entitled by common law or statute.

**5.8. DELEGATION** — To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

**6. MINUTES AND INSPECTION OF RECORDS** — Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111, except those which are exempted by Section 718.111(12) of the Condominium Act and/or the Rules of the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time, shall be available for inspection by unit owners and Board members within 5 working days after receipt of a written request by the Board a member, its designee or a unit owner. This provision shall be deemed to

have been complied with by having a copy of the official records available for inspection or copying on the Condominium or Association property. Provided, however, that the Directors may adopt, in advance and in written form, reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

**7. FISCAL MANAGEMENT** — Shall be in accordance with the following provisions:

**7.1. BUDGET** — A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance and management fees, if any, and for all of the unpaid operating expenses previously incurred. It shall accrue reserves per F.S. 718.112(2)(F)(2) which may later be waived or reduced by a majority vote at a duly called meeting of the Association. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. The budget will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year.

**7.2. MAILING** — A copy of the proposed annual budget together with a notice of the meeting shall be mailed or delivered to the unit owners not less than 14 days prior to the meeting of the directors at which the budget will be adopted.

**7.3. ASSESSMENTS** — The shares of the unit owners of the common expenses may be made payable in installments of from one to three months in advance and shall become due on the first day of each such period and which shall become delinquent 10 days thereafter. The

Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed in the Public Records of Flagler County, Florida and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

**7.4. SPECIAL ASSESSMENTS AND CHARGES** — Assessments and charges for expenses which are not provided for and funded in the Budget shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

**7.5. ASSESSMENT ROLL** — The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

**7.6. LIABILITY FOR ASSESSMENTS AND CHARGES** — A unit owner regardless of how his title has been acquired including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all assessments and charges coming due while the owner of a unit. Additionally a unit owner shall be jointly and severally liable with the previous owner for all unpaid assessments and charges due and payable up to the time of transfer of title. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (1) The unit's unpaid common expenses and regular periodic

assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (2) One percent of the original mortgage debt. This partial excusal shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the mortgagee. The person acquiring title shall pay the amount owed to the Association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments. This paragraph shall be deemed amended so as to incorporate the provisions of F.S. 718.116 as amended from time to time.

**7.7. LIENS FOR ASSESSMENTS** — The unpaid portion of an assessment including an accelerated assessment which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116.

**7.8. UNPAID CHARGES** — Unpaid charges which are due together with costs, interest and reasonable attorney's fees including appeals for collection shall be the basis for an action at law by the Association against the unit owner.

**7.9. COLLECTION — INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS** — Assessments paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate from time to time (now 18% per annum) from the date due until paid. In addition to

such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

**7.10. COLLECTION — SUIT** — The Association, at its option, may enforce collection of delinquent assessments by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the assessment lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed. The lien created by F.S. 718.116(5)(a) shall secure only assessments, interest, costs and attorneys fees and not fines, charges or other fees.

**7.11. ACCOUNTS** — All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

**7.12. ASSOCIATION DEPOSITORY** — The depository of the Association shall be a bank or banks or state or federal savings and loan associations or a member firm of the New York Stock Exchange with offices in Florida and as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies



from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

**7.13. COMMINGLING OF FUNDS** — All funds shall be maintained separately in the Association's name. Reserve and operating funds shall not be commingled unless combined for investment purposes. This is not meant to prohibit prudent investment of Association funds even if combined with operating or other reserve fund, but such funds must be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431.

**7.14. ANNUAL FINANCIAL REPORTING** — Financial reports meeting the requirements of Section 718.111(13), F.S. as amended by Chapter 2000-302, Laws of Florida, and Rule 61B-22.006 Florida Administration Code, as amended from time to time, shall be made annually within 90 days following the end of the previous Fiscal Year or at the annual meeting. Within 21 days after the financial report is completed or received by the Association from a third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

**7.15. INSURANCE OR FIDELITY BONDING** — The Association shall obtain and maintain adequate insurance or fidelity bonding for all person who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be

in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

**8. PARLIAMENTARY RULES** — A parliamentary procedure such as Robert's Rules of Order uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation or By-Laws of the Association or with the laws of the State of Florida.

**9. BY- LAW AMENDMENTS** — After turnover, amendments to the By-Laws shall be adopted in the following manner:

**9.1. NOTICE** of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which or by which a proposed amendment is considered.

**9.2. PROPOSAL OF AMENDMENTS** — An amendment may be proposed by either a majority of the Directors or by Twenty-five Percent (25%) of the voting interests of the Association.

**9.3. ADOPTION OF AMENDMENTS** — A resolution or written agreement adopting a proposed amendment must receive approval of sixty-seven percent (67%) of the voting interests of the Association. Prior to turnover, amendments may be adopted by the Board alone.

**9.4. EFFECTIVE DATE** — An amendment when adopted shall become effective only after being recorded in the Public Records of Flagler County, Florida.

**9.5. AUTOMATIC AMENDMENT** — These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of

Condominium, the Association Articles of Incorporation, or the Condominium Act as amended from time to time.

**9.6. PROPOSED AMENDMENT FORMAT** — Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER \_\_\_\_\_ FOR PRESENT TEXT."

**10. DELIVERY OF NOTICES TO OWNERS** — Notices to owners for meetings and for all other purposes shall be mailed to each unit owner at the address last furnished to the Association by the unit owner. Such notices may alternatively be hand delivered to unit owners.

**11. MANDATORY ARBITRATION OF DISPUTES** — If unresolved, disputes between the Board and unit owners as defined in F.S. 718.1255(1) must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation.

**EXHIBIT "D"****PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM****RULES AND REGULATIONS****A. GENERAL RULES**

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans and street-legal motorcycles (used for personal transportation and not commercially) that do not exceed the size of a parking space are authorized. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited unless parked in private garages with the door closed. For uniform appearance, garage doors shall be kept closed when not in use for ingress and egress. Vehicle maintenance outside garages, except car washing in designated areas, if any, is not permitted on the Condominium property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on condominium property. The Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of residences, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

2. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Directors. Consent shall be given in accordance with Federal Communications Commission Guidelines applicable to condominiums.

3. To maintain harmony of exterior appearance no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium property visible from the exterior of the buildings or from the Porto Mar Neighborhood Common Property without the prior written consent of the Directors. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors.

4. All common elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Directors, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the common elements caused by themselves, their tenants, guests and family members.

5. No more than two commonly accepted household pets, such as dogs, cats and no more than 2 caged birds, and a reasonable number of tropical fish, that are quiet and inoffensive and are not being kept or raised for commercial purposes shall be permitted upon the following conditions:

a. On the common elements and the Porto Mar Neighborhood Common Property, pets shall be under hand-held leash or carried at all times.

b. Messes made by pets must be removed by owners or handlers immediately. The Directors shall designate the portions of the property which shall be used to accommodate the reasonable requirements of owners who keep pets.

c. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the condominium property within four (4) days.

d. Guests and tenants are not permitted to have pets.

e. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

6. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units. Specifically, trash must be securely bagged and newspapers are required to be bundled. Food and vegetable scraps are to be disposed of in the individual residence garbage disposal.

7. All persons occupying residences other than the owners shall be registered with the Property Manager or other designate of the Association at or before the time of their occupancy of the residence. This includes renters and house guests.

Residences may not be rented for periods of less than thirty (30) consecutive days and no residence may be leased more than four (4) times in a calendar year. A copy of these Rules and Regulations must be given to the tenants and guests by the owner, or the owner's agent. No residence may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a residence overnight than the number of bedrooms times two, plus two.

This regulation may not be amended in a way that would be detrimental to the sales of residences by the developer so long as the developer holds residences for sale in the ordinary course of business.

8. The Association shall retain a pass key to the residences, and the owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right of access to the residences.

9. Children under the age of 12 shall be under the direct control of a responsible adult. Children shall not be permitted to act boisterously on the condominium or the Porto Mar Neighborhood Common Property. Skateboarding, and loud or obnoxious toys are prohibited. Children may be removed from the common elements for misbehavior by or on the instructions of the Directors.

10. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of a swimming pool shall be used only with earphones. No vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.
11. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Directors, if any. Grills shall not be used or stored on balconies or terraces.
12. Illegal and immoral practices are prohibited.
13. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.
14. Laundry, bathing apparel, beach and porch accessories shall not be maintained outside of the residences or limited common elements (balconies and terraces), and such apparel and accessories shall not be exposed to view.
15. No nuisance of any type or kind shall be maintained upon the condominium property.
16. Nothing shall be done or kept in any residence or in the common elements which will increase the rate of insurance on the buildings or contents thereof, without the prior written consent of the Directors. No owner shall permit anything to be done or kept in his residence or in the common elements which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law or building code.
17. Persons moving furniture and other property into and out of residences must do so only Mondays through Saturdays between the hours of 8:00 A. M. and 5:00 P. M. Moving vans and trucks used for this purpose shall only remain on condominium property when actually in use. All move-ins must be coordinated through the Property Management Company.
18. Repair, construction, decorating or re-modeling work shall only be carried on Mondays through Saturdays between the hours of 8:00 A. M. and 5:00 P. M. and the rules for decorators and subcontractors set forth herein must be complied with.
19. Units which are for sale may be shown by prior appointment only. "Open Houses" are prohibited. No signs of any kind including "For Rent," "For Sale," or "Open House" may be erected on the Common Areas.
20. These Rules and Regulations shall apply equally to owners, their families, guests, staff, invitees and lessees.
21. The Board of Directors of the Association may impose up to a \$100.00 fine for each violation of these Rules and Regulations or any of the condominium documents.

22. The Board of Directors has adopted hurricane shutter and protection specifications for the Condominium which are available from the Property Manager and which must be adhered to.

23. These Rules and Regulations do not purport to constitute all of the restrictions affecting the condominium and the Porto Mar Neighborhood Common Property. Reference should be made to the Condominium and Community Association Documents.

**B. PROCEDURE AND RULES FOR USE OF GUEST SUITES**

1. Guest Suites are part of the Common Elements, and are for the use and the convenience of Condominium owners and their guests while the host owner is in residence. The guest suites are not for extended use or for public use.

2. Reservations should be made through the office of the Property Manager, who will also assist in authorizing access for your guest(s) into the Condominium.

3. Requests for reservations will be handled on a first come, first serve basis; however, both suites may not be reserved by one owner, unless no other requests are received for the same dates. Also, to assure that all owners have fair and equitable access to the suites for their guests, any one owner is limited to two consecutive uses, one use per holiday per calendar year on a rotating basis, and to a maximum of three uses per calendar year, unless the Property Manager determines that demand for the guest suites allows otherwise to best accommodate the needs of all owners. The guest suites may not be booked more than two months in advance.

4. The maximum stay for guests is seven days, unless an extension has been specifically authorized by the Property Manager for not more than seven additional days.

5. The guest suite use fee is currently \$100.00 per day during the period from October 1 through and including April 30 and \$75.00 per day during the period from May 1 through and including September 30.

6. If a cancellation notice is not given twenty-four hours in advance there will be an appropriate charge billed to the owner's account, not to exceed the guest suite rental fee unless the on-site manager is able to still rent the suite.

7. Please notify the Property Manager as soon as possible, but at least 24 hours prior to the date for which the suite is reserved, of any need to cancel your reservation. Your fellow owners would appreciate this courtesy.

8. Guests may register and pick up keys through the Property Manager's office after 3:00 P.M. Check-out time is 12:00 noon. A registration form will be available at the time of check-in. The guest's name, address, telephone number and vehicle registration information must be provided at registration.

9. Maid service will be provided daily unless otherwise requested.

10. Long distance telephone calls may only be made by credit card or reverse charges on the telephone in a guest suite.

11. The host owner will be responsible for any damage to the guest suite or to other association property caused by the guest, as well as for the guest's compliance with all applicable Condominium Rules and Regulations, which will be available in the guest suite.

12. After the guest's departure, a billing statement will be forwarded to the host owner.

13. The guest suites are part of the Common Elements of the Association and therefore subject to Florida law which prohibits smoking in the interiors of these areas. Your guest's compliance is appreciated.

14. These rules and procedures may be changed without notice.

**C. RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS**

1. The unit owner must pre-register with the Property Manager giving him the name, address, telephone number and fax number of the unit owner's representative who will be overseeing the work being done in the unit whether it be the interior decorator, the general contractor or the unit owner.

2. Prior to commencing work, the unit owner's representative must submit to the Property Manager, a list of names, addresses and telephone numbers of all sub-contractors who will be working in the unit, together with a schedule for their work.

3. Work hours are 8:00 a.m. to 5:00 p.m., Monday through Saturday.

4. The contractor and all sub-contractors must have Type "B" licenses in Flagler County and submit proof of same for the Property Manager's file.

5. Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Worker's Compensation coverage for the Property Manager's file.

6. All loading and unloading shall be done utilizing the elevators located on the garage level.

7. All trash and debris shall be hauled off by the workers on a daily basis.

8. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs.



9. Breaks and lunches, if taken inside the building, should be confined to the owner's unit.

10. No radios will be allowed in the building unless used with headphones.

11. Do not tamper with or hang extension cords from any of the sprinkler heads.

12. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.

13. Workers are not to wander around in areas other than the specific area or unit they are assigned to.

14. **FLOORING** - Each unit owner in other than ground floor units who elects to install in any portion of his unit hard surface flooring materials (i.e., tile, marble, wood) shall first be required to submit for approval to the Board of Directors or its representative the proposed hard surface floor. Written approval for the proposed materials is required prior to installation of hard surface flooring.

15. The unit owner is responsible for his decorator's contractor's and sub-contractor's action and inaction's while on the premises. Decorators, contractors, and sub-contractors are on the premises at their own risk and agree to indemnify and hold harmless the Condominium Association and WCI Communities, Inc. for any liability or damages which might arise in connection with their activities on the premises.

16. Should a decorator, contractor or sub-contractor discover a defect in a unit, they must notify the Property Manager immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.

17. Smoking, while discouraged, will only be allowed in the individual units with the owner's permission.

18. Please help us keep the buildings clean.

Activities will be monitored during the day. Non-compliance may result in your decorator, contractor or sub-contractor being barred from the building.

If you have any questions please contact the Property Manager.

**C. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS**

**I. THE RIGHT TO SPEAK:**

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation or the By-laws.

3. After each motion is made and seconded by the Board members the meeting Chairperson will permit owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Owner participation will not be permitted after reports of officers or committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.

5. An owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.

6. While an owner is speaking he or she must address only the Chair, no one else is permitted to speak at the same time.

7. An owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.

8. The Chair may, by asking if there be any objection and hearing none, permit an owner to speak for longer than three (3) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

9. The Chair will have the sole authority and responsibility to see to it that all owner participation is relevant to the subject or motion on the floor.

## **II. THE RIGHT TO VIDEO OR AUDIOTAPE:**

1. The audio and video equipment and devices which owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours advance written notice shall be given to the Board by any owner desiring to utilize any audio and/or video equipment to record a meeting.

- III. **LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES — THE ASSOCIATION SHALL NOT BE OBLIGATED TO RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM A UNIT OWNER FILED BY CERTIFIED MAIL IN ANY GIVEN 30 DAY PERIOD. IN SUCH CASE, ANY ADDITIONAL INQUIRY OR INQUIRIES MUST BE RESPONDED TO IN THE SUBSEQUENT 30 DAY PERIOD OR PERIODS.**
  
- IV. **ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN A LOCKED, CLEAR FRONTED BULLETIN BOARD AT A LOCATION DESIGNATED FROM TIME TO TIME BY THE BOARD OF DIRECTORS.**

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

OFF REC 0940 PAGE 1949

SITUATED IN PALM COAST, FLAGLER COUNTY, FLORIDA

LEGAL DESCRIPTION: PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY PETER L. VANKEMPEN AND PROOF READ BY PETER G. JOHNSON, TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, JUNE 20, 2001. THE PROPERTY DESCRIBED IS SHOWN ON A DRAWING PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T1057WCI, DRAWING REFERENCE NO. 1057--BT1, ORIGINAL ISSUE DATE: JUNE 20, 2001.

A PORTION OF HAMMOCK DUNES CLUSTER ONE AS RECORDED IN MAP BOOK 32, PAGES 84 - 86, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 31 EAST; THENCE N00°37'32"W ALONG THE WEST LINE OF SECTION 3, A DISTANCE OF 2004.00 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 3, N89°22'28"E A DISTANCE OF 126.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; AND THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHERLY ALONG THE CUL-DE-SAC OF CAMINO DEL MAR A DISTANCE OF 107.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 65°14'49", A RADIUS OF 94.00 FEET, A CHORD BEARING OF N31°57'16"W AND A CHORD DISTANCE OF 101.35 FEET TO THE INTERSECTION WITH A NON-TANGENT LINE, ON THE EASTERLY RIGHT OF WAY LINE OF AVENUE ROYALE AS RECORDED IN MAP BOOK 30, PAGES 76-86, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID CAMINO DEL MAR AND CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID AVENUE ROYALE N09°40'55"E A DISTANCE OF 31.27 FEET TO A POINT OF CURVATURE, CONCAVE WESTERLY; THENCE NORTHERLY A DISTANCE OF 137.34 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°33'45", A RADIUS OF 275.50 FEET, A CHORD BEARING OF N04°35'56"W AND A CHORD DISTANCE OF 135.92 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF AVENUE ROYALE N71°07'12"E A DISTANCE OF 138.83 FEET TO A POINT; THENCE S81°45'57"E A DISTANCE OF 82.14 FEET TO A POINT; THENCE S43°33'39"E A DISTANCE OF 22.06 TO THE POINT OF BEGINNING OF THE PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM BUILDING; THENCE N86°33'41"E A DISTANCE OF 5.98 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 12.66 FEET, THROUGH A CENTRAL ANGLE OF 184°50'06", FOR AN ARC LENGTH OF 40.85 FEET; THENCE S64°32'23"E A DISTANCE OF 4.96 FEET; THENCE N41°33'41"E A DISTANCE OF 15.48 FEET; THENCE S48°26'19"E A DISTANCE OF 19.65 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.65 FEET, THROUGH A CENTRAL ANGLE OF 173°03'23" FOR AN ARC LENGTH OF 44.26 FEET; THENCE S48°04'07"E A DISTANCE OF 35.36 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 18.18 FEET, THROUGH A CENTRAL ANGLE OF 169°58'35", FOR AN ARC LENGTH OF 53.92 FEET; THENCES 48°26'19"E A DISTANCE OF 34.13 FEET; THENCE N41°33'41"E A DISTANCE OF 7.18 FEET; THENCE S48°26'19"E A DISTANCE OF 4.97 FEET; THENCE S41°33'41"W A DISTANCE OF 10.95 FEET; THENCE S48°26'19"E A DISTANCE OF 28.85 FEET; THENCE S41°33'41"W A DISTANCE OF 13.15 FEET; THENCE S48°26'19"E A DISTANCE OF 10.49 FEET; THENCE N41°33'41"E A DISTANCE OF 4.29 FEET; THENCE S48°26'19"E A DISTANCE OF 4.97 FEET; THENCE S41°33'41"W A DISTANCE OF 12.54 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 43.68 FEET, THROUGH A CENTRAL ANGLE OF 54°46'41" FOR AN ARC LENGTH OF 41.76 FEET; THENCE S48°26'19"E A DISTANCE OF 4.50 FEET; THENCE S41°33'41"W A DISTANCE OF 102.79 FEET; THENCE N48°26'19"W A DISTANCE OF 19.50 FEET; THENCE S41°33'41"W A DISTANCE OF 39.71 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 65°19'01", FOR AN ARC LENGTH OF 57.00 FEET; THENCE N48°26'19"W A DISTANCE OF 106.27 FEET; THENCE N41°33'41"E A DISTANCE OF 154.14 FEET TO THE POINT OF BEGINNING. DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINING 49,987 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

EXHIBIT "F" TO DECLARATIONPORTOFINO AT HAMMOCK DUNESFRACTIONS OF OWNERSHIP

The unit owners shall own the following fractions of the common elements and common surplus, and shall be obligated for the same fractions of the common expenses – which fractions have been calculated upon the square footage of each type of unit in relation to the total square footage of all units in the condominium.

Unit types are the last two digits in the individual unit identification numbers appearing on Exhibit "B", the Condominium Plot Plan.

<u># of Units</u>	<u>Floor</u>	<u>Unit Type</u>	<u>Unit Fractions</u>	<u>Total</u>
1	1	Porto Mar Amenities	<u>6,451.4</u> 154,969.3	<u>6,451.4</u> 154,969.3
1	1	Lanai 105	<u>1,977.4</u> 154,969.3	<u>1,977.4</u> 154,969.3
1	1	Lanai 106	<u>2,745.1</u> 154,969.3	<u>2,745.1</u> 154,969.3
8	2 - 9	Typical 01	<u>2,833.5</u> 154,969.3	<u>22,668</u> 154,969.3
8	2 - 9	Typical 02	<u>1,943.6</u> 154,969.3	<u>15,548.8</u> 154,969.3
8	2 - 9	Typical 03	<u>2,389.5</u> 154,969.3	<u>19,116</u> 154,969.3
8	2 - 9	Typical 04	<u>2,389.6</u> 154,969.3	<u>19,116.8</u> 154,969.3
8	2 - 9	Typical 05	<u>1,942.7</u> 154,969.3	<u>15,541.6</u> 154,969.3
8	2 - 9	Typical 06	<u>2,848.5</u> 154,969.3	<u>22,788</u> 154,969.3
2	10 - 11	PH 01	<u>2,834.9</u> 154,969.3	<u>5,669.8</u> 154,969.3
2	10 - 11	PH 03	<u>4,420.4</u> 154,969.3	<u>8,840.8</u> 154,969.3
2	10 - 11	PH 04	<u>4,403.1</u> 154,969.3	<u>8,806.2</u> 154,969.3
2	10 - 11	PH 06	<u>2,849.7</u> 154,969.3	<u>5,699.4</u> 154,969.3
<b>TOTAL 59</b>			<b>154,969.3</b>	<b>154,969.3</b>

→ This instrument prepared by and to be returned to:  
Brian Belt  
Shutts & Bowen LLP  
201 South Biscayne Boulevard, Suite 1500  
Miami, Florida 33131

OFF REC 0946 PAGE 0911

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM

This First Amendment to Declaration of Condominium of Portofino at Hammock Dunes, a Condominium (the "Amendment") is made and entered into this 16th day of June, 2003, by WCI COMMUNITIES, INC., a Delaware corporation (the "Developer"), and joined by PORTOFINO AT HAMMOCK DUNES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

BACKGROUND

A. The Developer recorded a Declaration of Condominium of Portofino at Hammock Dunes, a Condominium, on June 6, 2003 in Official Records Book 940, Page 1834 of the Public Records of Flagler County, Florida (the "Declaration") (unless otherwise indicated, capitalized terms used herein shall have the same meaning given to such terms in the Declaration).

B. Section 12.5 of the Declaration incorrectly references certain units and Sheet 7 of 27 of the Condominium Plot Plans attached to and made a part of the Declaration as Exhibit "B" is inaccurate in that it fails to show the private parking garage for parking spaces numbered 12 and 13.

C. The Developer desires to amend the Declaration solely to correct such inaccuracies and has the authority to do so without the joinder of others pursuant to the provisions of Section 15.5 of the Declaration.

C. The Association has entered into this Amendment for the purposes of agreeing to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, the Developer and the Association amend the Declaration as follows:

1. Section 12.5 of the Declaration is amended to: (i) delete all references to penthouse unit 1002 and replace with penthouse unit 1003; (ii) delete all references to penthouse unit 1102 and replace with penthouse unit 1103; and (iii) delete all references to Unit 301 and replace with Unit 801.

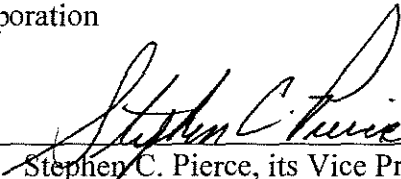
2. The Condominium Plot Plans attached as and made a part of the Declaration as Exhibit "B" are replaced in their entirety with the Condominium Plot Plans attached to and made a part of this Amendment.

All other provisions of the Declaration are ratified and confirmed and shall remain in full force and effect, except as otherwise specifically set forth or amended in this Amendment.

IN WITNESS WHEREOF, the Developer and the Association have caused these presents to be signed in their respective names, by their respective authorized officers, the day and year first above written.

DEVELOPER:

WCI COMMUNITIES, INC., a Delaware corporation

By:   
Stephen C. Pierce, its Vice President

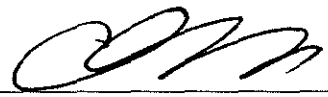
24301 Walden Center Drive  
Suite 300  
Bonita Springs, Florida 34134

Merry F. Prentis  
Print Name: Merry F. Prentis

Sheila Ross  
Print Name: Sheila Ross

ASSOCIATION:

PORTOFINO AT HAMMOCK DUNES  
CONDOMINIUM ASSOCIATION, INC., a  
Florida not-for-profit corporation

By:   
Christopher J. Hanlon, its Vice  
President

24301 Walden Center Drive  
Suite 300  
Bonita Springs, Florida 34134

Merry F. Prentis  
Print Name: Merry F. Prentis

Sheila Ross  
Print Name: Sheila Ross

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 16 day of June, 2003 by Stephen C. Pierce, as Vice President of WCI Communities, Inc., a Delaware corporation, on behalf of said corporation. He is personally known to me or produced \_\_\_\_\_ as identification.



**Sheila Ross**  
Commission #DD219100  
Expires: Jun 13, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Sheila Ross  
Name: Sheila Ross  
Notary Public, State of Florida  
Commission No., if any: \_\_\_\_\_

My Commission Expires:

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 16 day of June, 2003 by Christopher J. Hanlon, as Vice President of Portofino at Hammock Dunes Condominium Association, Inc., a Florida not for profit corporation, on behalf of said corporation. He is personally known to me or produced \_\_\_\_\_ as identification.



**Sheila Ross**  
Commission #DD219100  
Expires: Jun 13, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Sheila Ross  
Name: Sheila Ross  
Notary Public, State of Florida  
Commission No., if any: \_\_\_\_\_

My Commission Expires:



# EXHIBIT "B"

OFF REC 0946 PAGE 0914

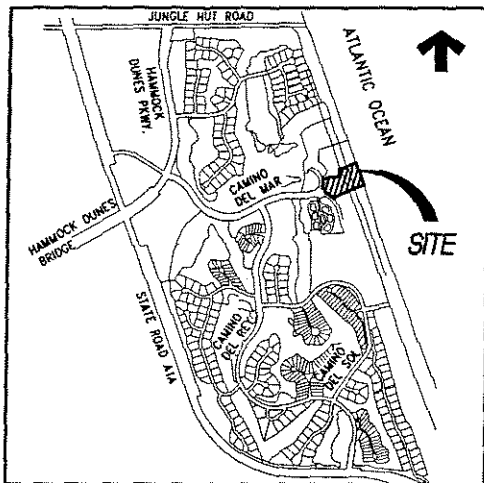
## PORTOFINO at HAMMOCK DUNES,

### A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

### SCHEDULE

SHEET NUMBER	CONTENTS	SHEET NUMBER	CONTENTS
1.	SCHEDULE/VICINITY MAP/CERTIFICATION	14.	TYPICAL UNIT BOUNDARIES - (NORTH WING) - UNIT 02
2.	SURVEYOR'S NOTES / LEGEND	15.	TYPICAL UNIT BOUNDARIES - (NORTH WING) - UNIT 03
3.	BOUNDARY SURVEY	16.	TYPICAL UNIT BOUNDARIES - (SOUTH WING) - UNIT 04
4.	BOUNDARY SURVEY - PORTOFINO A CONDOMINIUM	17.	TYPICAL UNIT BOUNDARIES - (SOUTH WING) - UNIT 05
5.	BOUNDARY SURVEY - LEGAL DESCRIPTION	18.	TYPICAL UNIT BOUNDARIES - (SOUTH WING) - UNIT 06
6.	PLOT PLAN	19.	PENTHOUSE - (NORTH WING) - UNIT 01
7.	GARAGE - OVERALL LAYOUT	20.	PENTHOUSE - (NORTH WING) - UNIT 03
8.	NOTES, FLOOR ELEVATIONS, LEGEND AND ABBREVIATIONS	21.	PENTHOUSE - (SOUTH WING) - UNIT 04
9.	AMENITIES UNIT - PARCEL	22.	PENTHOUSE - (SOUTH WING) - UNIT 06
10.	AMENITIES UNIT - 1st FLOOR	23.	ROOF PLAN - OVERALL LAYOUT
11.	LANAI LEVEL - UNIT 105	24.	ELEVATION - NORTH
12.	LANAI LEVEL - UNIT 106	25.	ELEVATION - SOUTH
13.	TYPICAL UNIT BOUNDARIES - (NORTH WING) - UNIT 01	26.	ELEVATION - EAST
		27.	ELEVATION - WEST



VICINITY MAP - NOT TO SCALE



## TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

### CERTIFICATE OF SURVEYOR

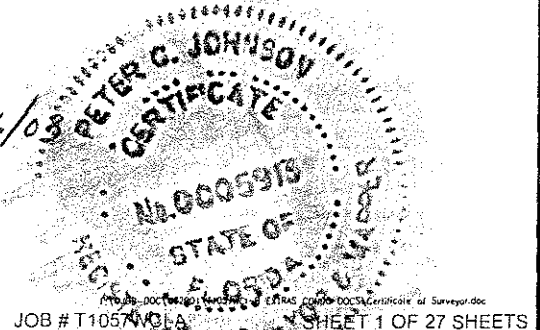
I HEREBY CERTIFY THAT THE ATTACHED SHEETS 1 THROUGH 27, INCLUSIVE, WHICH COMPRISE THIS EXHIBIT "B", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN INCLUDING THE COMMON ELEMENTS AND THE CONDOMINIUM UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES, AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

TOMOKA ENGINEERING

*Peter G. Johnson*  
PETER G. JOHNSON,  
FLA. PROFESSIONAL SURVEYOR/MAPPER #5913

DATE ISSUED: 05/07/2003  
REVISED: 06/05/2003



JOB # T1057/VCLA SHEET 1 OF 27 SHEETS

I:\Survey\T2001\land projects T2001\T1057\WCI-A\dwg\exhibit B\CONDO-sh.l.dwg 06/05/2003 11:27:19 AM EDT

**SURVEYOR'S NOTES:**

1. BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING N89°02'49"E.
2. THIS SITE LIES WITHIN "ZONES B & C" AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NUMBER 120085-0045-B, DATED FEBRUARY 5, 1986.
3. COORDINATES SHOWN ARE REFERENCED TO THE EAST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD1927) BASED ON THE PALM COAST PRIMARY CONTROL TRAVERSE MONUMENTS (L-MONUMENTS) SET BY B.R. WATTLES, LS #1443. SAID PRIMARY CONTROL TRAVERSE WAS BASED ON THE U.S. COAST & GEODETIC SURVEY (USCGS) MONUMENTS AND WAS REPORTED TO HAVE A PRECISION RATIO OF 1:25,000 TO 1:100,000.
4. ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD29) PER MEASUREMENT FROM THE NATIONAL GEODETIC SURVEY. BENCHMARK: COASTAL CONSTRUCTION LINE MONUMENT A-20, ELEVATION = 22.96 FEET, NGVD29.

**LEGEND/ABBREVIATIONS**

N=NORTH	PE =REGISTERED ENGINEER	WD=WOOD
S=SOUTH	RLS=REGISTERED LAND SURVEYOR	CLF=CHAIN LINK FENCE
W=WEST	LB= LAND SURVEYING BUSINESS	
E=EAST	PRM= PERMANENT REFERENCE MONUMENT	
C=CURVE	PCP= PERMANENT CONTROL POINT	
D=DELTA	PC= POINT OF CURVE	⊙ = TREE DIAMETER IN INCHES
R=RADIUS	PT= POINT OF TANGENCY	OAK = OAK
L=LENGTH	PI= POINT OF INTERSECTION	PIN = PINE
CH=CHORD	MB= PLATBOOK	UKT = UNKNOWN TREE
TB=TANGENT BEARING	PG= PAGE	MAP= MAPLE
CHB=CHORD BEARING	DB= DEED BOOK	BAY= BAY
S/SECT=SECTION	ORB= OFFICIAL RECORD BOOK	CYP= CYPRESS
R/RNG=RANGE	FD= FOUND	HIK= HICKORY
T/TWP=TOWNSHIP	(R)= RECORD	CCCL = COASTAL CONSERVATION CONTROL LINE
CB=CONCRETE BLOCK	(F)= FIELD MEASURED	
CONC=CONCRETE	* = NOT SUPPORTED BY FIELD MEASUREMENT	
'=DEGREES	(Co)= CALCULATED DATA	
"=MINUTES	(NR)= NON-RADIAL	A/C= AIR CONDITIONER UNIT
'''=SECONDS	PU&D= PUBLIC UTILITY AND DRAINAGE	
PERP=PERPENDICULAR	CS= CONCRETE SLAB	☐ CONCRETE LIGHT POLE
R/W = RIGHT OF WAY	POB=POINT OF BEGINNING	— — GUARD RAIL
⊙ IRON PIPE FD	POC=POINT OF COMMENCEMENT	—x—x— FENCE (TYPE)
○ REBAR/IRON ROD FD	⊗ UTILITY POLE (WOOD)	—OU— OVERHEAD UTILITY
○ NAIL FD	⊗ UTILITY POLE (CONC)	—UE— UNDERGROUND ELECTRIC
⊙ CONCRETE MONUMENT FOUND	→ GUY WIRE	—G— GAS LINE
● SET REBAR/CAP #2642	⊕ BENCH MARK	—W— WATER LINE
⊙ SET NAIL/DISK #2642	⊙ LIGHT POLE	—FM— FORCED MAIN
X CHISEL CUT	⊕ FIRE HYDRANT	—UT— UNDERGROUND TELEPHONE
■ SET CONCRETE MONUMENT #2642	⊙ MANHOLE (? TYPE)	..... D ..... DRAINPIPE
P PROPERTY LINE	S SANITARY SEWER	⊙ <sup>2</sup> EXISTING ELEVATION
⊙ CENTER LINE	D STORM DRAINAGE	
△ WETLAND LIMITS FLAG #	E ELECTRIC	
	T TELEPHONE	

**PORTOFINO at HAMMOCK DUNES,**  
**A CONDOMINIUM**  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**SURVEYOR'S NOTES - LEGEND**



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

T:\Survey\T2001\land projects T2001\T1057WCI-A\dwg\EXHIBIT B\CONDO-SP 2 NOTES LEGEND.dwg 05/15/2003 08:19:01 AM EDT



0 40 80

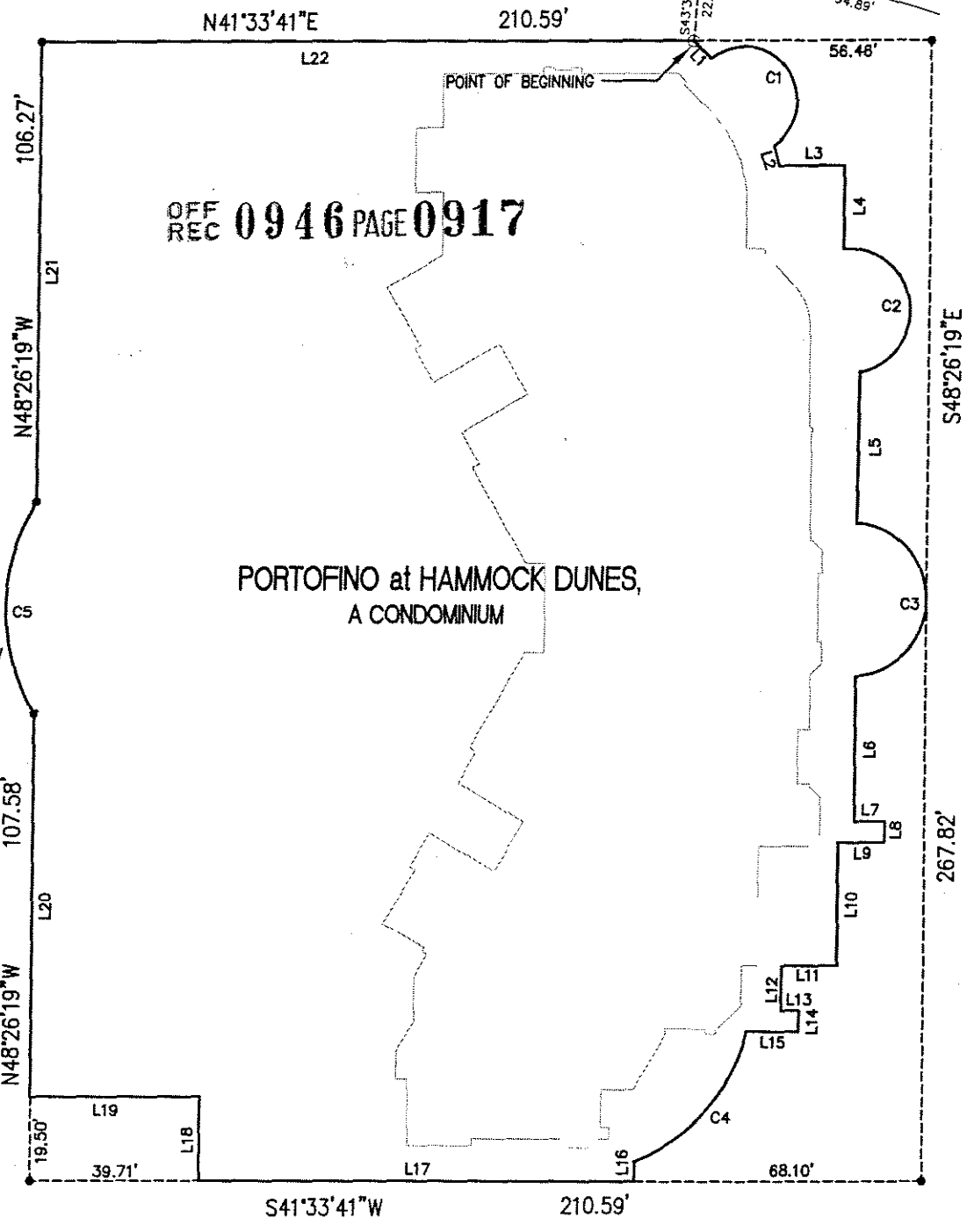
SCALE 1" = 40'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	40.85	12.66	184°50'06"	25.31	S84°51'02"E
C2	44.26	14.65	173°03'23"	29.25	S56°17'15"E
C3	53.92	18.18	169°58'35"	36.21	S48°26'19"E
C4	41.76	43.68	54°46'41"	40.19	S07°29'19"E
C5	57.00	58.00	65°19'01"	53.96	N48°26'19"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.98	N86°33'41"E
L2	4.56	S64°38'23"E
L3	15.48	N41°33'41"E
L4	19.65	S48°26'19"E
L5	35.36	S48°04'07"E
L6	34.13	S48°26'19"E
L7	2.18	N41°33'41"E
L8	4.97	S48°26'19"E
L9	10.95	S41°33'41"W
L10	28.85	S48°26'19"E
L11	13.15	S41°33'41"W
L12	18.49	S48°26'19"E
L13	4.29	N41°33'41"E
L14	4.97	S48°26'19"E
L15	12.54	S41°33'41"W
L16	4.50	S48°26'19"E
L17	102.79	S41°33'41"W
L18	19.50	N48°26'19"W
L19	39.71	S41°33'41"W
L20	88.88	N48°26'19"W
L21	106.27	N48°26'19"W
L22	154.14	N41°33'41"E



$\Delta = 65^{\circ}19'01''$   
 $R = 50.00'$   
 $L = 57.00'$   
 $C = 53.97'$   
 $C_b = N48^{\circ}26'19''W$



NOTE: SEE SHEET 5 OF 27 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES.

**PORTOFINO at HAMMOCK DUNES,**  
**A CONDOMINIUM**  
 SITUATED IN PALM COAST, FLAGLER COUNTY, FLORIDA



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1800 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

**BOUNDARY SURVEY**  
**EXHIBIT**

\\Survey\12001\land projects\T2001\T1057WCI-A\eng\Exhibit B\CONDD- sh 3-5-Boundary.dwg 05/15/2003 08:45:32 AM EDT

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM  
SITUATED IN PALM COAST, FLAGLER COUNTY, FLORIDA

EXHIBIT 'B'

OFF REC 0946 PAGE 0918

**LEGAL DESCRIPTION: PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM**

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY PETER L. VANKEMPEN AND PROOF READ BY PETER G. JOHNSON, TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, JUNE 20, 2001. THE PROPERTY DESCRIBED IS SHOWN ON A DRAWING PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T1057WCI, DRAWING REFERENCE NO. 1057-BT1, ORIGINAL ISSUE DATE: JUNE 20, 2001.

A PORTION OF HAMMOCK DUNES CLUSTER ONE AS RECORDED IN MAP BOOK 32, PAGES 84 - 86, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 31 EAST; THENCE N00°37'32"W ALONG THE WEST LINE OF SECTION 3, A DISTANCE OF 2004.00 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 3, N89°22'28"E A DISTANCE OF 126.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; AND THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHERLY ALONG THE CUL-DE-SAC OF CAMINO DEL MAR A DISTANCE OF 107.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 65°14'49", A RADIUS OF 94.00 FEET, A CHORD BEARING OF N31°57'16"W AND A CHORD DISTANCE OF 101.35 FEET TO THE INTERSECTION WITH A NON-TANGENT LINE, ON THE EASTERLY RIGHT OF WAY LINE OF AVENUE ROYALE AS RECORDED IN MAP BOOK 30, PAGES 76-86, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID CAMINO DEL MAR AND CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID AVENUE ROYALE N09°40'55"E A DISTANCE OF 31.27 FEET TO A POINT OF CURVATURE, CONCAVE WESTERLY; THENCE NORTHERLY A DISTANCE OF 137.34 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°33'45", A RADIUS OF 275.50 FEET, A CHORD BEARING OF N04°35'56"W AND A CHORD DISTANCE OF 135.92 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF AVENUE ROYALE N71°07'12"E A DISTANCE OF 138.83 FEET TO A POINT; THENCE S81°45'57"E A DISTANCE OF 82.14 FEET TO A POINT; THENCE S43°33'39"E A DISTANCE OF 22.06 TO THE POINT OF BEGINNING OF THE PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM BUILDING; THENCE N86°33'41"E A DISTANCE OF 5.98 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 12.66 FEET, THROUGH A CENTRAL ANGLE OF 184°50'06", FOR AN ARC LENGTH OF 40.85 FEET; THENCE S64°32'23"E A DISTANCE OF 4.96 FEET; THENCE N41°33'41"E A DISTANCE OF 15.48 FEET; THENCE S48°26'19"E A DISTANCE OF 19.65 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.65 FEET, THROUGH A CENTRAL ANGLE OF 173°03'23" FOR AN ARC LENGTH OF 44.26 FEET; THENCE S48°04'07"E A DISTANCE OF 35.36 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 18.18 FEET, THROUGH A CENTRAL ANGLE OF 169°58'35", FOR AN ARC LENGTH OF 53.92 FEET; THENCES 48°26'19"E A DISTANCE OF 34.13 FEET; THENCE N41°33'41"E A DISTANCE OF 7.18 FEET; THENCE S48°26'19"E A DISTANCE OF 4.97 FEET; THENCE S41°33'41"W A DISTANCE OF 10.95 FEET; THENCE S48°26'19"E A DISTANCE OF 28.85 FEET; THENCE S41°33'41"W A DISTANCE OF 13.15 FEET; THENCE S48°26'19"E A DISTANCE OF 10.49 FEET; THENCE N41°33'41"E A DISTANCE OF 4.29 FEET; THENCE S48°26'19"E A DISTANCE OF 4.97 FEET; THENCE S41°33'41"W A DISTANCE OF 12.54 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 43.68 FEET, THROUGH A CENTRAL ANGLE OF 54°46'41" FOR AN ARC LENGTH OF 41.76 FEET; THENCE S48°26'19"E A DISTANCE OF 4.50 FEET; THENCE S41°33'41"W A DISTANCE OF 102.79 FEET; THENCE N48°26'19"W A DISTANCE OF 19.50 FEET; THENCE S41°33'41"W A DISTANCE OF 39.71 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 65°19'01", FOR AN ARC LENGTH OF 57.00 FEET; THENCE N48°26'19"W A DISTANCE OF 106.27 FEET; THENCE N41°33'41"E A DISTANCE OF 154.14 FEET TO THE POINT OF BEGINNING. DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINING 49,987 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

F:\@JOB-DOC\012001\T1057WCI.par 1A survey\LEGAL DESC PORTOFINO BUILDING.doc

\\Survey\12001\land projects\12001\T1057WCI-A\dwg\Exhibit B\CONDD- sh 3-5-Boundary.dwg 05/15/2003 08:45:32 AM EDT

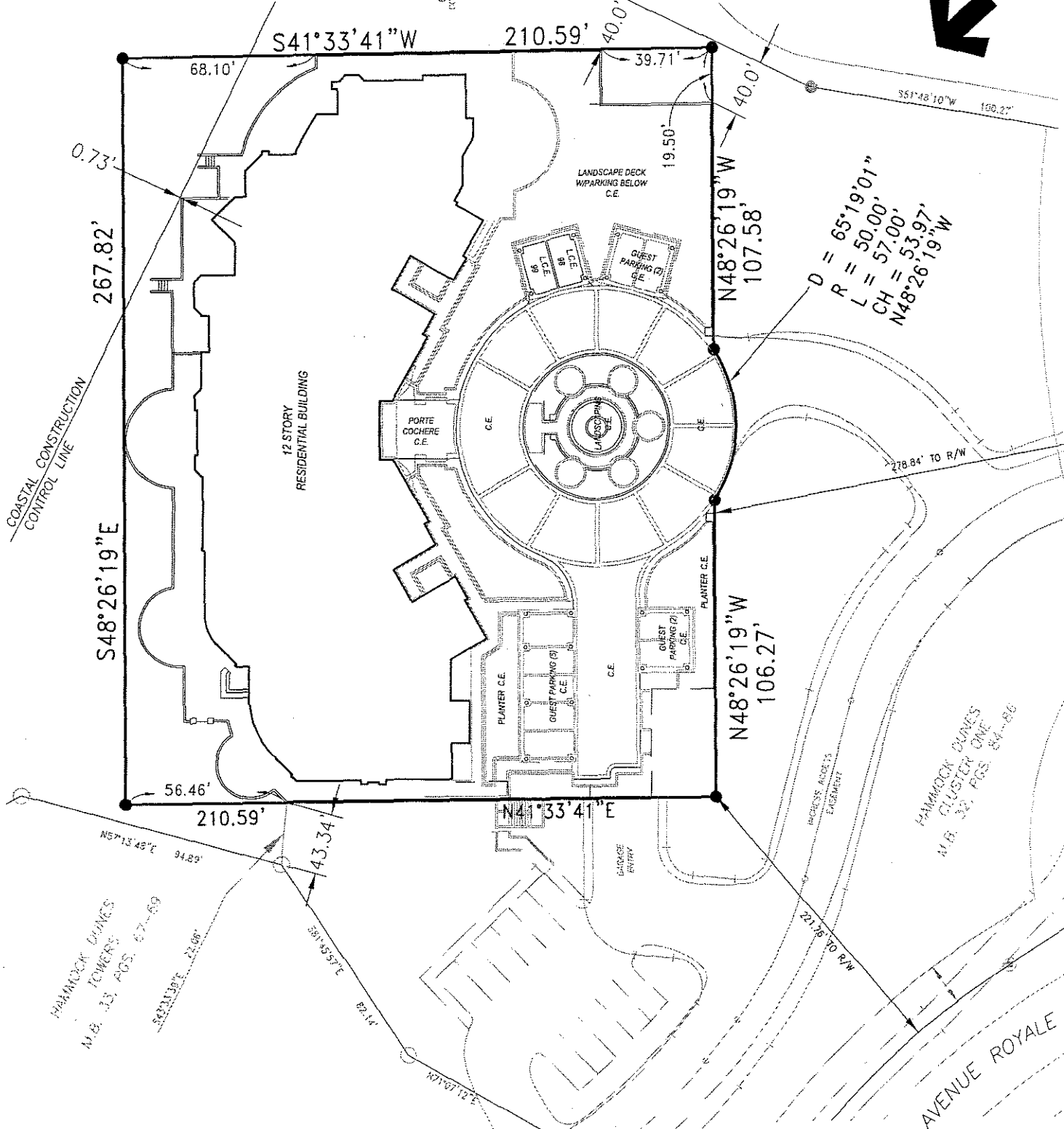


**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

**BOUNDARY SURVEY  
EXHIBIT**

0 50 100

SCALE 1" = 50'



**PORTOFINO at HAMMOCK DUNES,**  
**A CONDOMINIUM**  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: Tomoka@tomoka-mg.com website: www.tomoka@tomoka-mg.com

PLOT PLAN

DATE ISSUED: 05/07/2003  
REVISED: 06/05/2003

JOB # T1057WCI-A

SHEET 6 OF 27 SHEETS

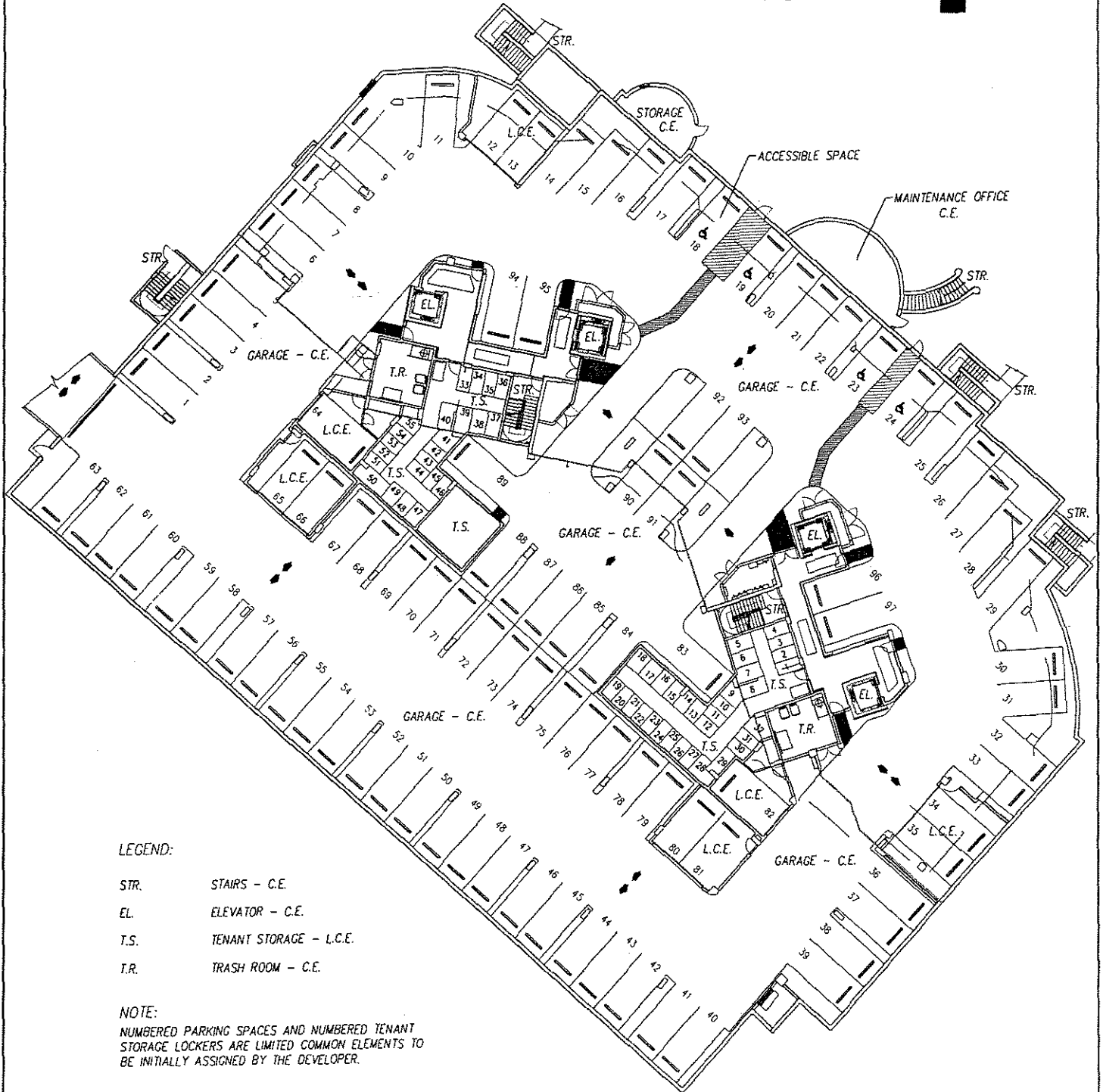
I:\Survey\12001\land projects\12001\T1057WCI-A\dwg\Exhibit B\COND00-sh.dwg 06/05/2003 08:34:48 PM EDI

0 40 80

SCALE 1" = 40'

OFF REC 0946 PAGE 0920

EXHIBIT "B"



LEGEND:

- STR. STAIRS - C.E.
- EL. ELEVATOR - C.E.
- T.S. TENANT STORAGE - L.C.E.
- T.R. TRASH ROOM - C.E.

NOTE:  
 NUMBERED PARKING SPACES AND NUMBERED TENANT STORAGE LOCKERS ARE LIMITED COMMON ELEMENTS TO BE INITIALLY ASSIGNED BY THE DEVELOPER.

**PORTOFINO at HAMMOCK DUNES,**  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**GARAGE - OVERALL LAYOUT**



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

REVISED: 06/16/2003  
 DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 7 OF 27 SHEETS

P:\land projects T2001\T1057WCI-A\dwg\Exhibit B\COND0-sh 7 GARAGE 1.dwg 06/16/2003 02:55:52 PM PDT

NOTES:

OFF REC 0946 PAGE 0921

C.E. = INDICATES COMMON ELEMENT

L.C.E. INDICATES LIMITED COMMON ELEMENT

**UNIT BOUNDARIES** - EACH UNIT WILL HAVE BOUNDARIES AS DEFINED BELOW. THE BOUNDARIES MAY EXIST NOW OR MAY BE CREATED BY CONSTRUCTION, SETTLEMENT, OR MOVEMENT OF THE BUILDINGS; OR BY PERMISSIBLE REPAIRS, RECONSTRUCTION, OR ALTERATIONS.

**HORIZONTAL BOUNDARIES** - THE UPPER AND LOWER BOUNDARIES OF THE UNITS WILL BE:

**UPPER BOUNDARY** - THE PLANES OF THE UNDERSIDE OF THE FINISHED AND UNDECORATED CEILINGS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.

**LOWER BOUNDARY** - THE PLANES OF THE UPSIDE OF THE FINISHED AND UNDECORATED SURFACE OF THE FLOORS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.

**PERIMETER BOUNDARIES** - THE PERIMETER BOUNDARIES WILL BE BOTH FINISHED AND UNDECORATED INTERIOR SURFACES OF THE PERIMETER WALLS OF THE UNIT AS SHOWN ON THE CONDOMINIUM PLOT PLAN, AND THE PLANES OF THE INTERIOR SURFACES OF THE UNIT'S WINDOWS, DOORS, AND OTHER OPENINGS THAT ABUT THE EXTERIOR OF THE BUILDING OR COMMON ELEMENTS, INCLUDING LIMITED COMMON ELEMENTS.

**COMMON ELEMENTS** - THE PORTIONS OF THE PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT INCLUDED IN THE UNITS INCLUDING:

LAND,  
ALL PARTS OF IMPROVEMENTS THAT ARE NOT INCLUDED WITHIN THE UNITS (NOTE: CHASES AND LOAD BEARING COLUMNS WITHIN UNITS ARE COMMON ELEMENTS BUT ARE NOT SHOWN ON EXHIBIT "B" THE CONDOMINIUM PLOT PLAN.)





EASEMENTS,  
INSTALLATIONS FOR THE FURNISHING OF SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS, SUCH AS CHILLED WATER AIR CONDITIONING, ELECTRICITY, WATER AND SEWER.

**LIMITED COMMON ELEMENT** - MEANS THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS, OR WHICH BY THEIR NATURE OR LOCATION ARE INTENDED TO SERVE EXCLUSIVELY A UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.

USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.

ALL AREAS NOT DESCRIBED AS UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

LEGEND AND ABBREVIATIONS:

	STRUCTURAL COLUMN - C.E.
	MASONRY WALL - C.E.
	NON-STRUCTURAL WALL
	DOOR & WINDOW AREAS
T.C.	TRASH CHUTE - C.E.
ELEC.	ELECTRICAL AREA - C.E.
A/C	AIR CONDITIONING AREA
PH	PENTHOUSE

FLOOR ELEVATIONS:

GARAGE LEVEL 1	ELEV. = 11.08
LOBBY LEVEL	ELEV. = 21.58
1ST TYPICAL FLOOR (LANAI)	ELEV. = 36.25
2ND TYPICAL FLOOR	ELEV. = 45.92
3RD TYPICAL FLOOR	ELEV. = 55.58
4TH TYPICAL FLOOR	ELEV. = 65.25
5TH TYPICAL FLOOR	ELEV. = 74.92
6TH TYPICAL FLOOR	ELEV. = 84.58
7TH TYPICAL FLOOR	ELEV. = 94.25
8TH TYPICAL FLOOR (TRANSITION)	ELEV. = 103.92
9TH FLOOR (LOWER PENTHOUSE)	ELEV. = 114.58
10TH FLOOR (UPPER PENTHOUSE)	ELEV. = 125.25
ROOF	ELEV. = 135.92

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

NOTES, FLOOR ELEVATIONS, LEGEND AND ABBREVIATIONS

1st FLOOR (LANAI), 2nd - 7th FLOORS, 8th FLOOR (TRANSITION), 9th and 10th FLOORS (PENTHOUSE)



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003  
REVISED: 06/05/2003

JOB # T1057WCI-A

SHEET 8 OF 27 SHEETS

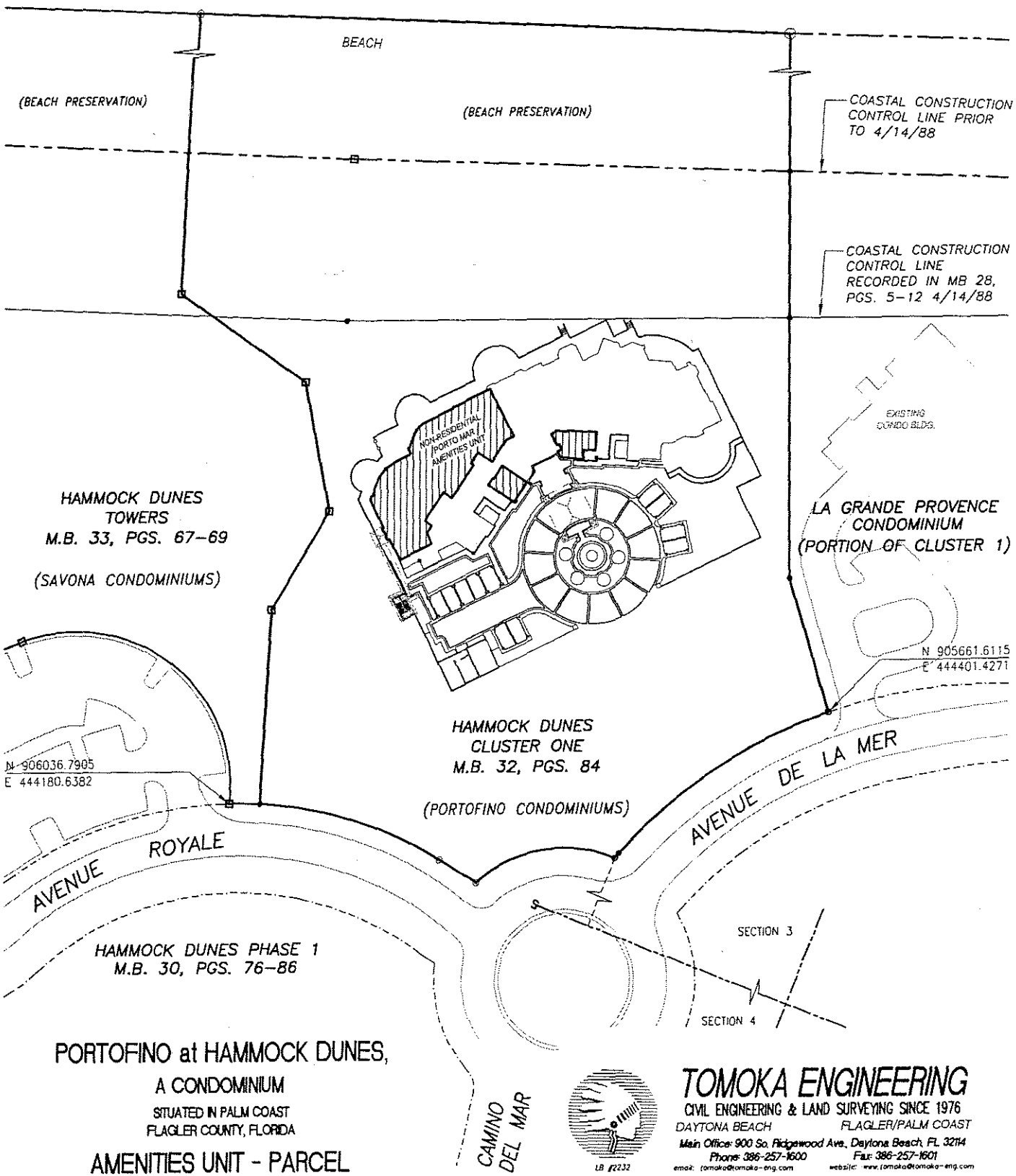
\\Survey\T2001\land\_projects\_T2001\T1057WCI-A\dwg\Exhibit\_B\CONDO-sh 8 NOTES.FL ELEV. LEG & ABB.dwg 06/05/2003 01:38:44 PM EDT



0 100 200

SCALE 1" = 100'

ATLANTIC OCEAN



P:\cond\_projects\T2001\T1057\WCI-A\dwg\Exhibit B\CONDO-sh 9.10 AMENITIES UNIT.dwg 05/12/2003 03:27:39 PM PDT

LEGEND:

DENOTES AMMENITIES UNIT

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 9 OF 27 SHEETS



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com webs/c: www.tomoka@tomoka-eng.com

LB #2232

0 40 80

SCALE 1" = 40'



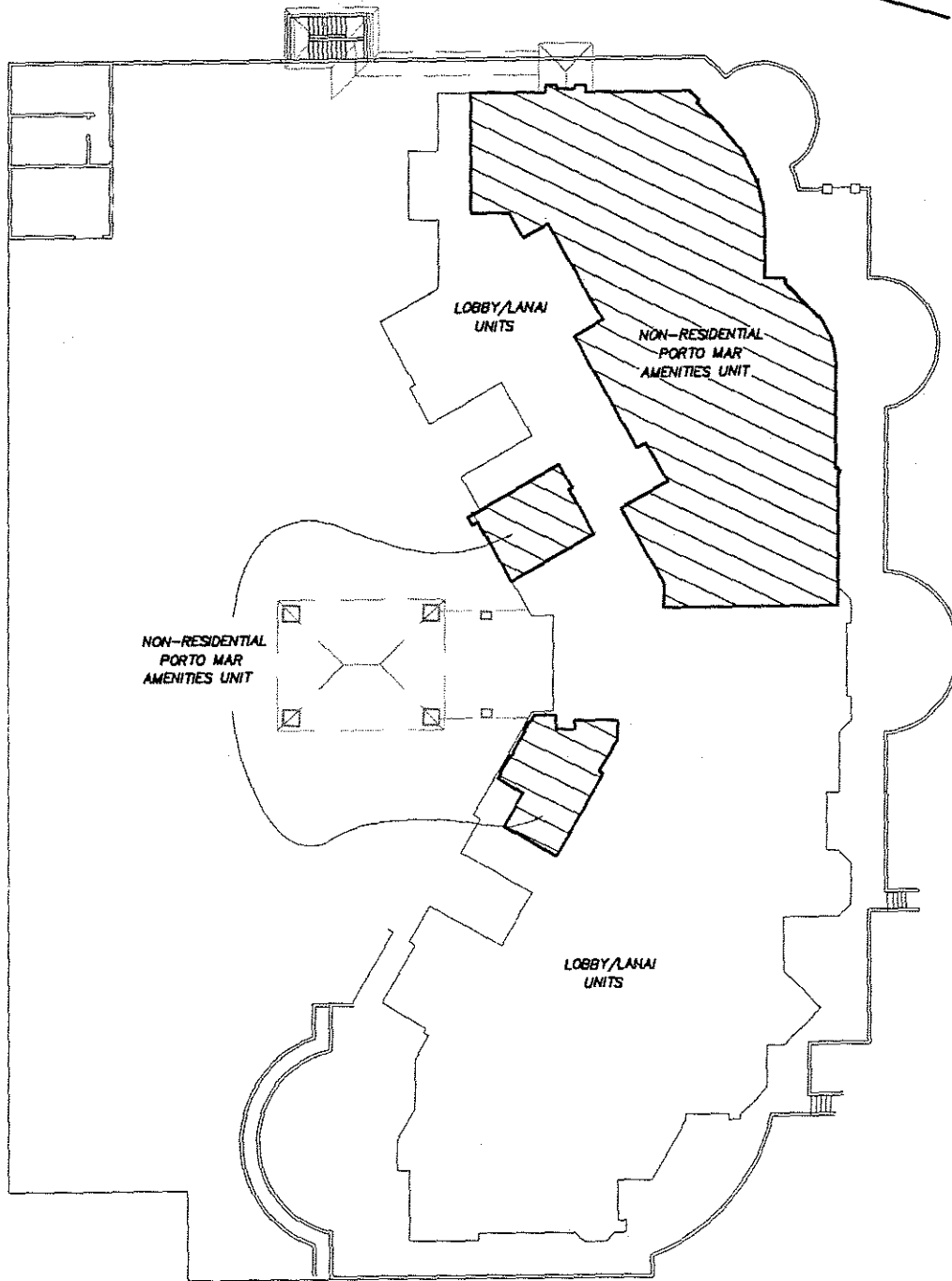
EXHIBIT 'B'

OFF REC 0946 PAGE 0923

S81°45'37"E  
82.14

NOTES:

- 1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.



P:\land projects T2001\T1057\WCI-A\dwg\Exhibit B\CONDID-sh 910 AMENITIES UNIT.dwg 05/15/2003 11:44:56 AM PDT

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

AMENITIES UNIT - 1st FLOOR

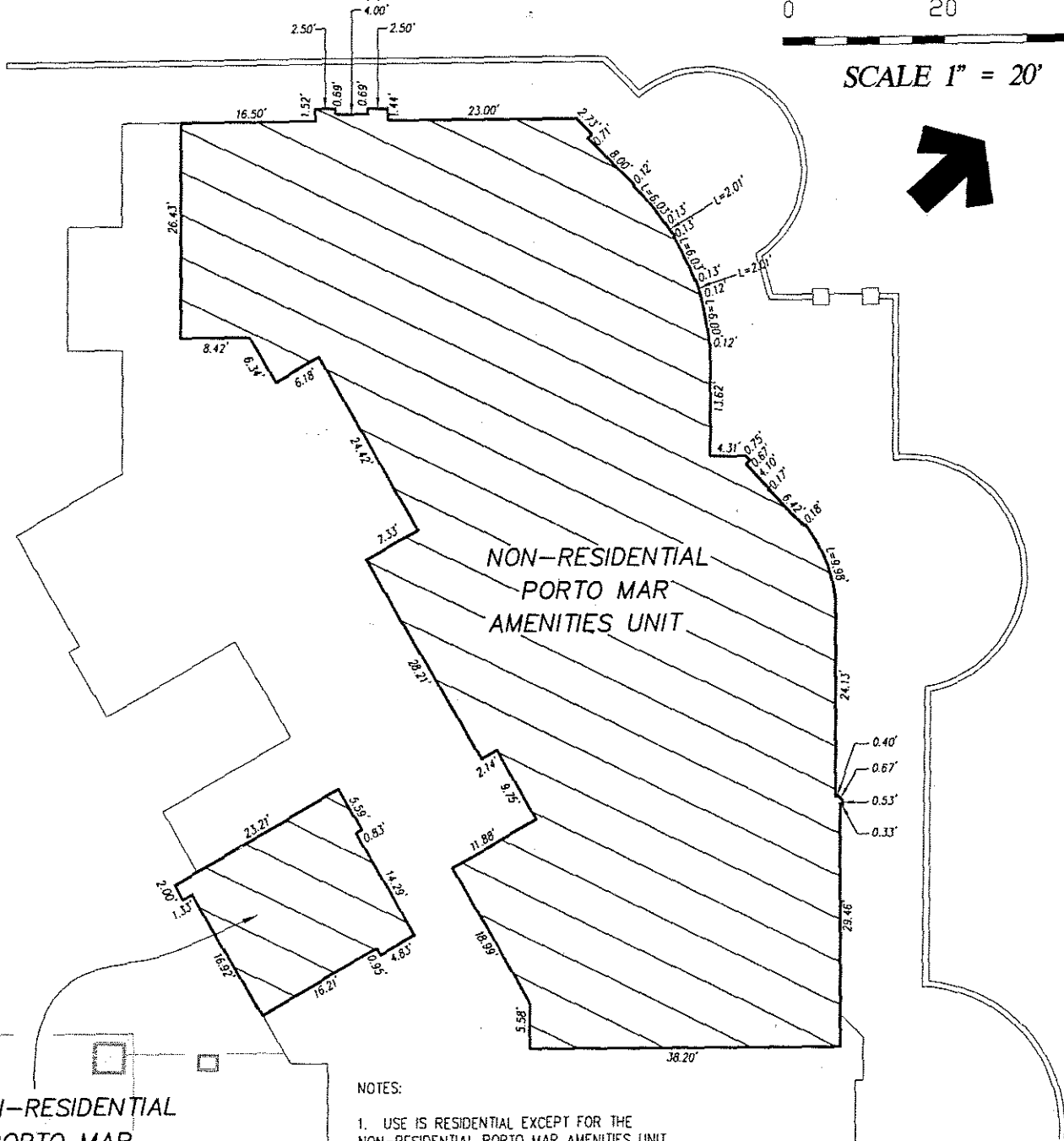


LB 7232

**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

SCALE 1" = 20'



NOTES:

- 1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.

NON-RESIDENTIAL PORTO MAR AMENITIES UNIT

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

AMENITIES UNIT - 1st FLOOR



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

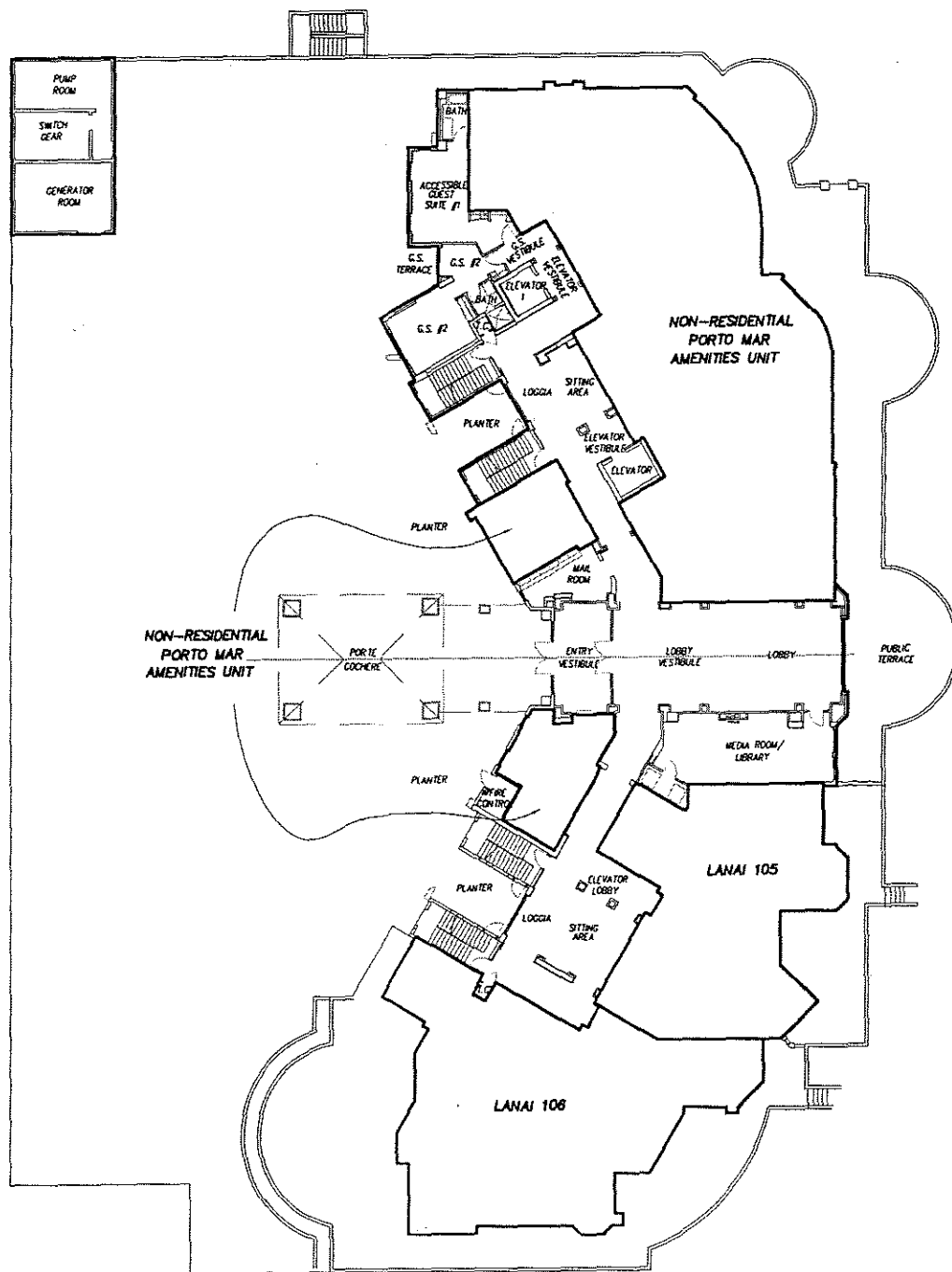
LB #2232

0 40 80

SCALE 1" = 40'



OFF REC 0946 PAGE 0925



P:\land projects\2001\1057WCI-AV.dwg\Exhibit B\COND0-sh 9.10 AMENITIES UNIT.dwg 05/15/2003 03:30:58 PM P.D.T

### PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

### LOBBY/LANAI - 1st FLOOR



LB #2232

### TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

0 10 20

SCALE 1" = 10'

CONC. STAIRS  
DOWN TO  
POOL DECK



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

OFF REC 0946 PAGE 0926

12" WALL



NON-RESIDENTIAL  
PORTO MAR  
AMENITIES UNIT

TERRACE  
L.C.E.

TERRACE  
L.C.E.

LANAI 105

LANAI 106

ELEVATOR  
L.C.E.

ELEVATOR  
LOBBY  
C.E.

A/C  
L.C.E.

SITTING  
AREA  
C.E.

ELEVATOR  
VESTIBULE  
L.C.E.

ELEVATOR  
L.C.E.

STAIRS  
C.E.

LOGGIA

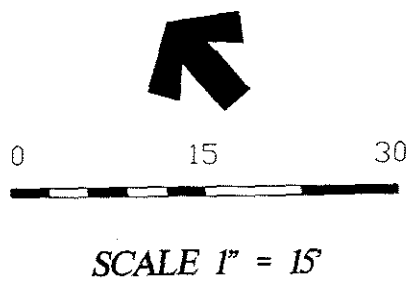
NOTES:

- 1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.
- 2. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

LANAI LEVEL - UNIT 105



- CONC. STAIRS  
DOWN TO  
POOL DECK
- NOTES:
1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.
  2. ALL IMPROVEMENTS SHOWN ARE AS-BUILT.

OFF REC 0946 PAGE 0927

LANAI 105

TERRACE L.C.E.

LANAI 106

TERRACE L.C.E.

**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

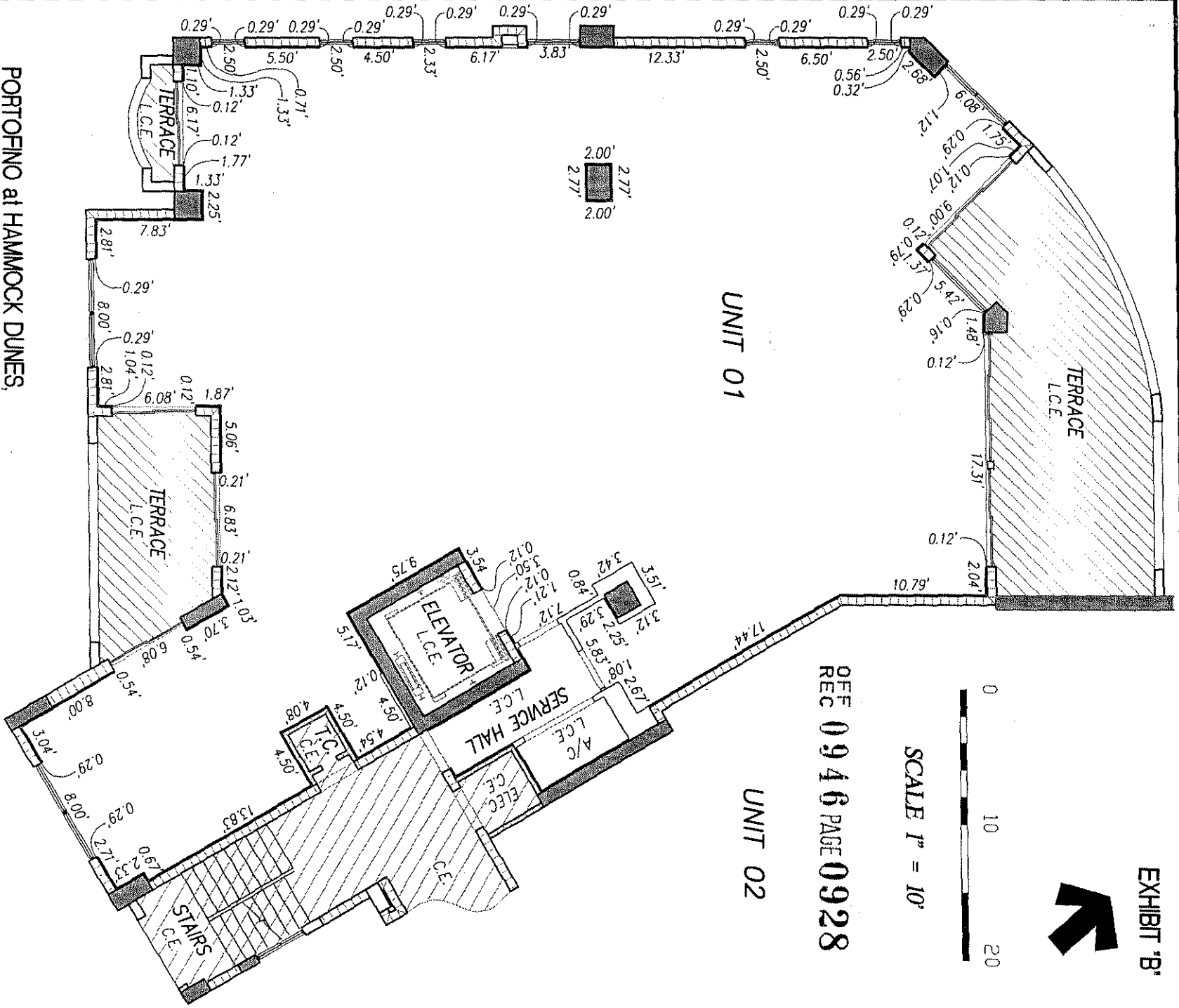
**PORTOFINO at HAMMOCK DUNES,**  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**LANAI LEVEL - UNIT 106**

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 12 OF 27 SHEETS

\\survey\T2001\land\_projects\T2001\T1057WCI-A\dwg\Exhibit B\COND0-sh 11.12 LANAI LEVEL.dwg 05/15/2003 03:31:59 PM EDT



OFF 0946 PAGE 0928

SCALE 1" = 10'

EXHIBIT 'B'

**PORTOFINO at HAMMOCK DUNES,**  
**A CONDOMINIUM**  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**TYPICAL FLOOR PLAN - (NORTH WING)**  
 FLOORS 2 THROUGH 8

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 13 OF 27 SHEETS



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH  
 Main Office 900 So. Flagwood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-8000 Fax: 386-257-8501  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

18 12212





\\Survey\T2001\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDO-sh 13-18 TYP FLOOR PLAN.dwg 05/15/2003 03:20:47 PM EDT

EXHIBIT 'B'

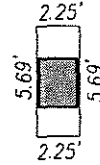
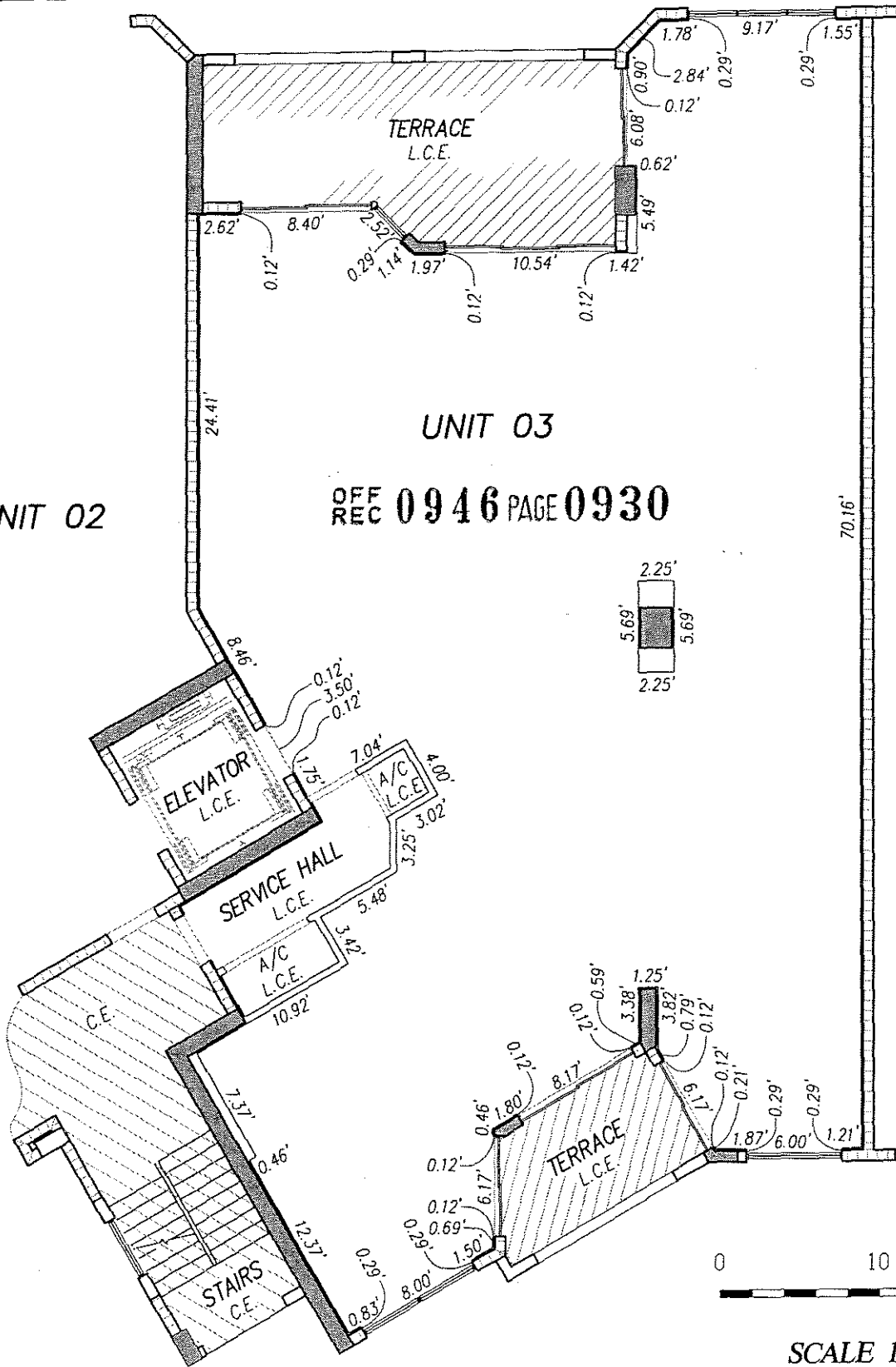


UNIT 02

UNIT 03

OFF REC 0946 PAGE 0930

UNIT 04



SCALE 1" = 10'

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (NORTH WING)

FLOORS 2 THROUGH 8

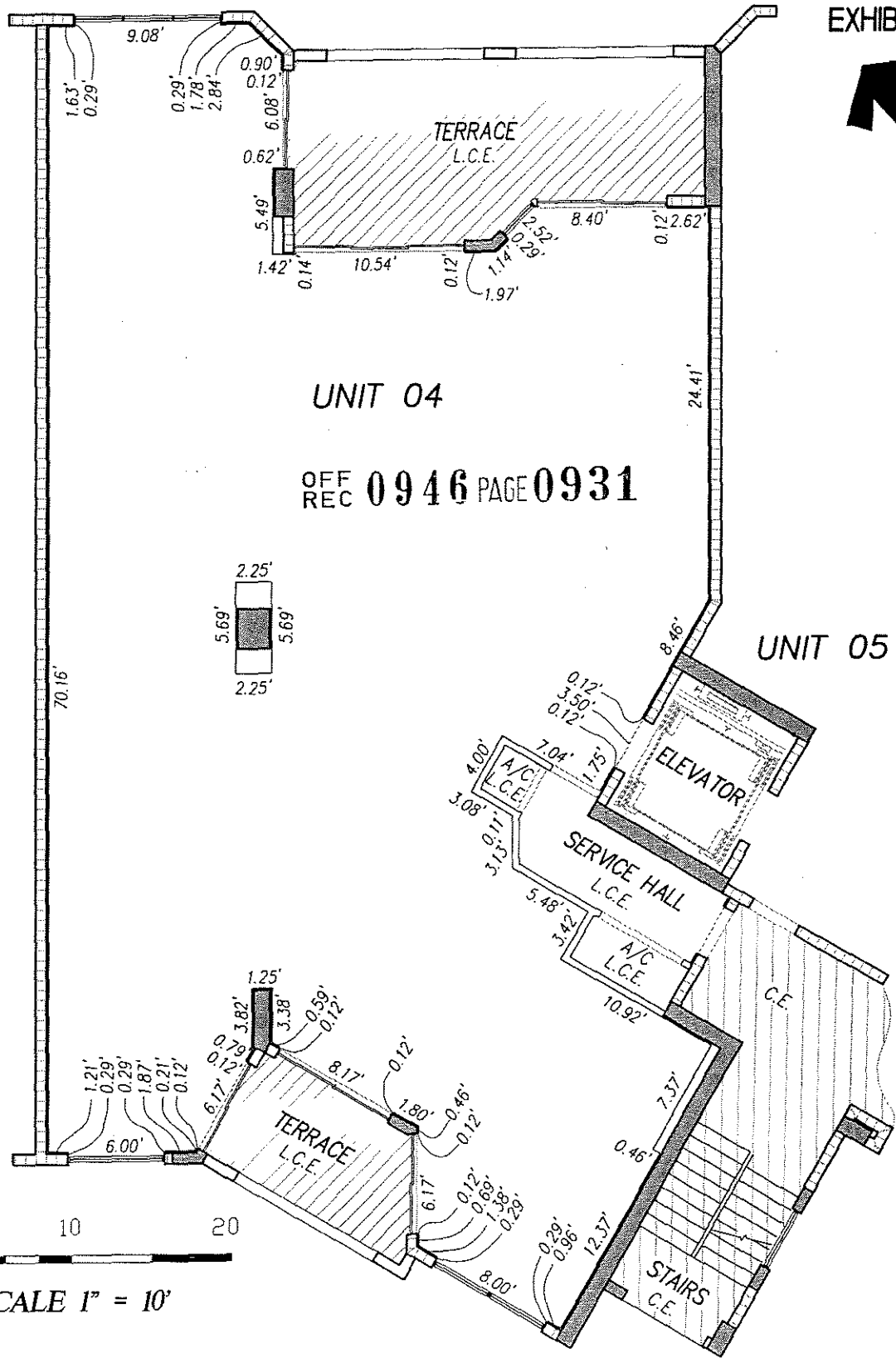


**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

\\Survey\T2001\1057WCI-A\dwg\Exhibit B\CONDNO-sh 13-18 TYP FLOOR PLAN.dwg 05/15/2003 03:20:47 PM EDT

EXHIBIT 'B'

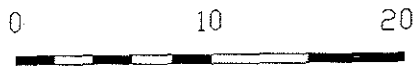
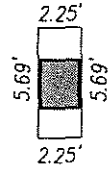


UNIT 03

UNIT 04

OFF REC 0946 PAGE 0931

UNIT 05



SCALE 1" = 10'

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (SOUTH WING)  
FLOORS 2 THROUGH 8



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1801  
email: tomoka@tomoka-eng.com web site: www.tomoka-tomoka-eng.com



SCALE 1" = 10'

EXHIBIT 'B'

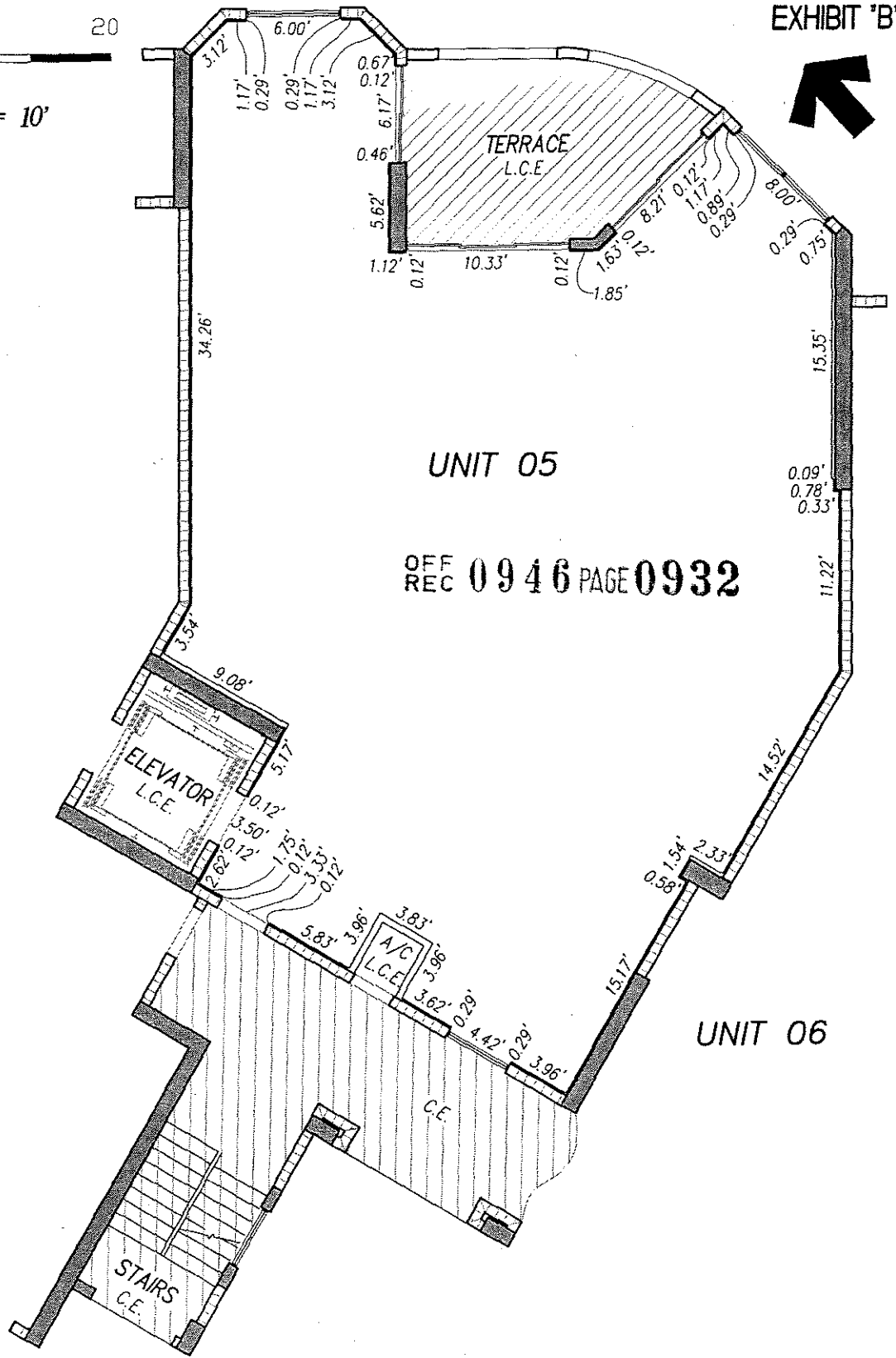


UNIT 04

UNIT 05

OFF REC 0946 PAGE 0932

UNIT 06



PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (SOUTH WING)  
FLOORS 2 THROUGH 8



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 17 OF 27 SHEETS

P:\land projects T2001\T1057WCI-A\dwg\Exhibit B\COND0-sh 13-18 TYP FLOOR PLAN.dwg 05/13/2003 06:55:37 AM PDT

P:\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDDO-sh 13-18 TYP FLOOR PLAN.dwg 05/13/2003 06:55:37 AM PDT

EXHIBIT 'B'



0 10 20

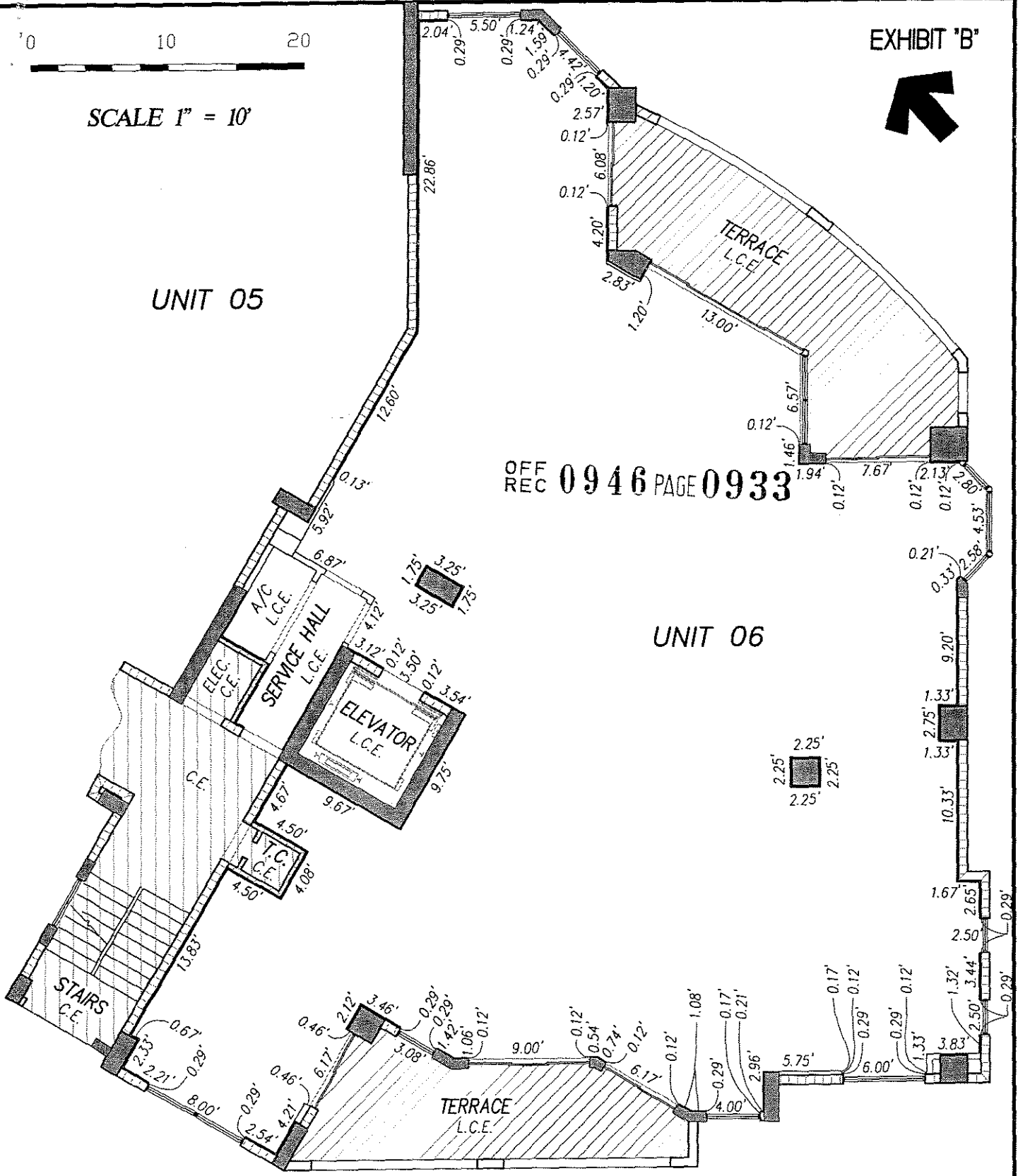
SCALE 1" = 10'

UNIT 05

TERRACE  
L.C.E.

OFF REC 0946 PAGE 0933

UNIT 06



PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (SOUTH WING)

FLOORS 2 THROUGH 8



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976

DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach FL 32114

Phone: 386-257-1600 Fax: 386-257-1601

email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

LS #2232

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 18 OF 27 SHEETS

EXHIBIT 'B'



0 10 20



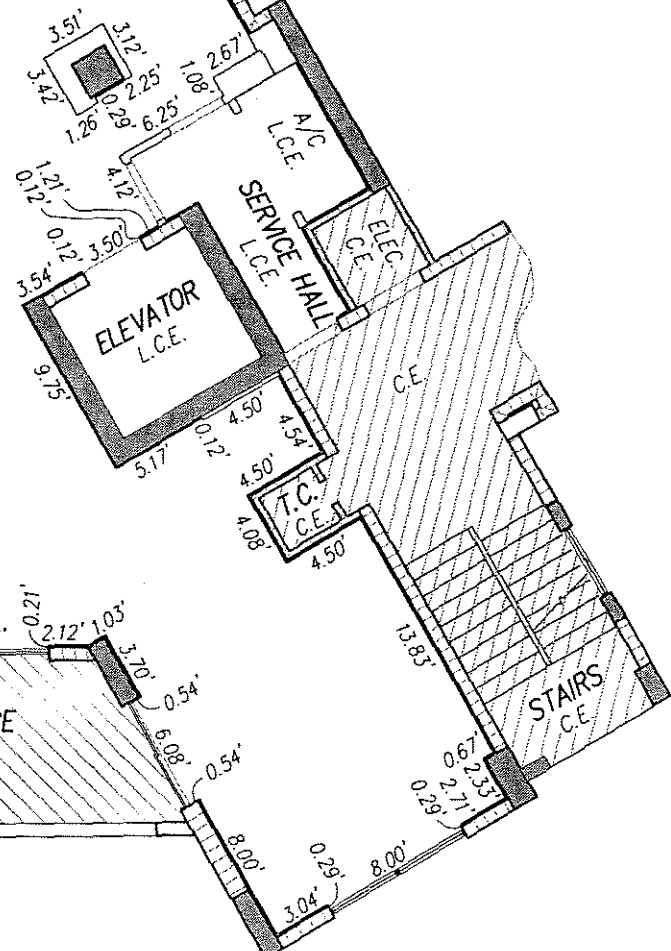
SCALE 1" = 10'

OFF REC 0946 PAGE 0934

TERRACE  
L.C.E.

PH 01

PH 03



PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

PENTHOUSE - (NORTH WING)

FLOORS 9 and 10



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601

email: tomoka@tomoka-eng.com website: www.tomoka-tomoka-eng.com

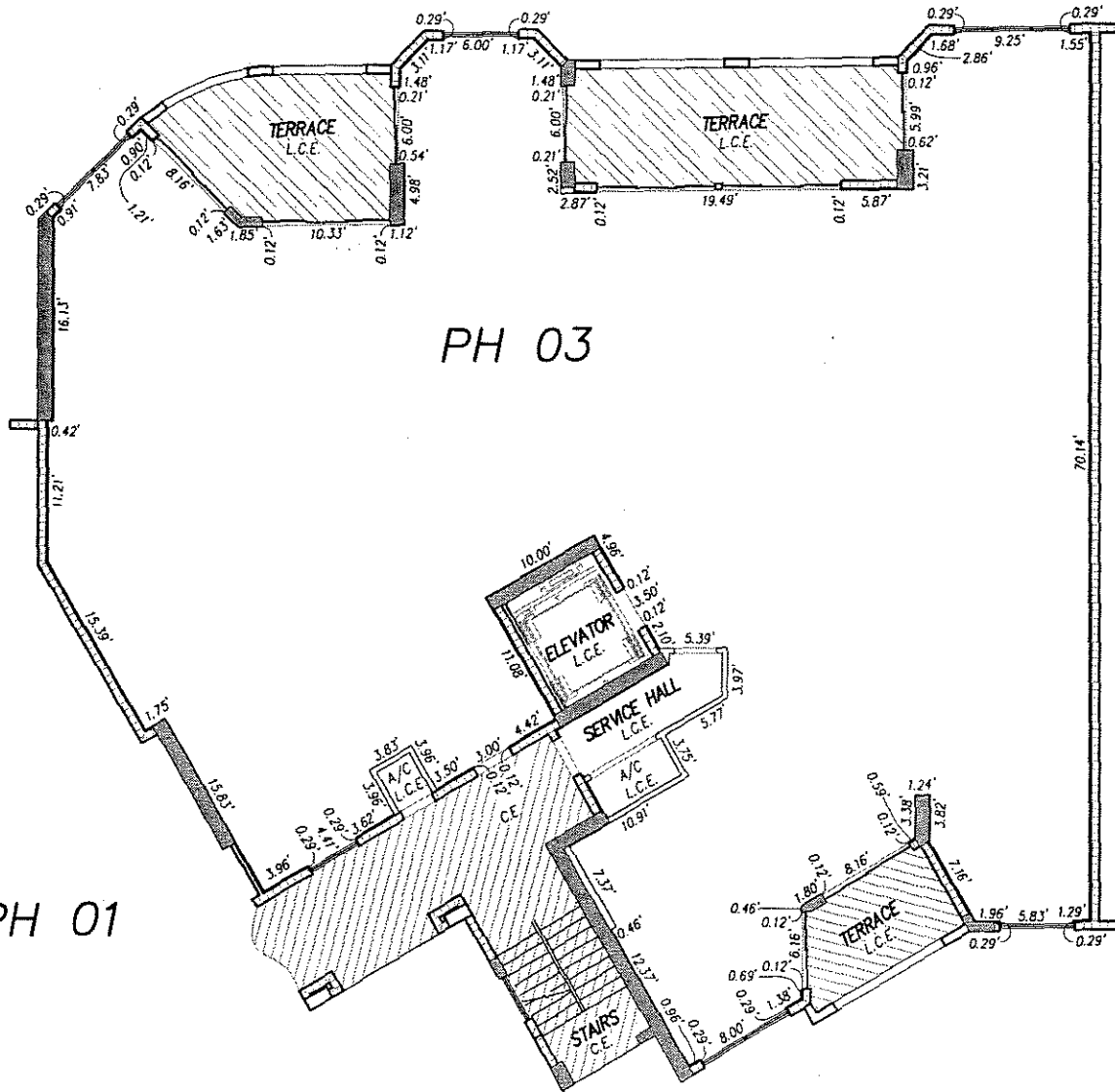
LB #2232

0 15 30

SCALE 1" = 15'

OFF REC 0946 PAGE 0935

EXHIBIT 'B'



\\Survey\T2001\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDO-sh 19-22 PENTHOUSE.dwg 05/15/2003 03:30:04 PM EDT

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 PENTHOUSE - (NORTH WING)  
 FLOORS 9 and 10



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

0 15 30

SCALE 1" = 15'

OFF REC 0946 PAGE 0936

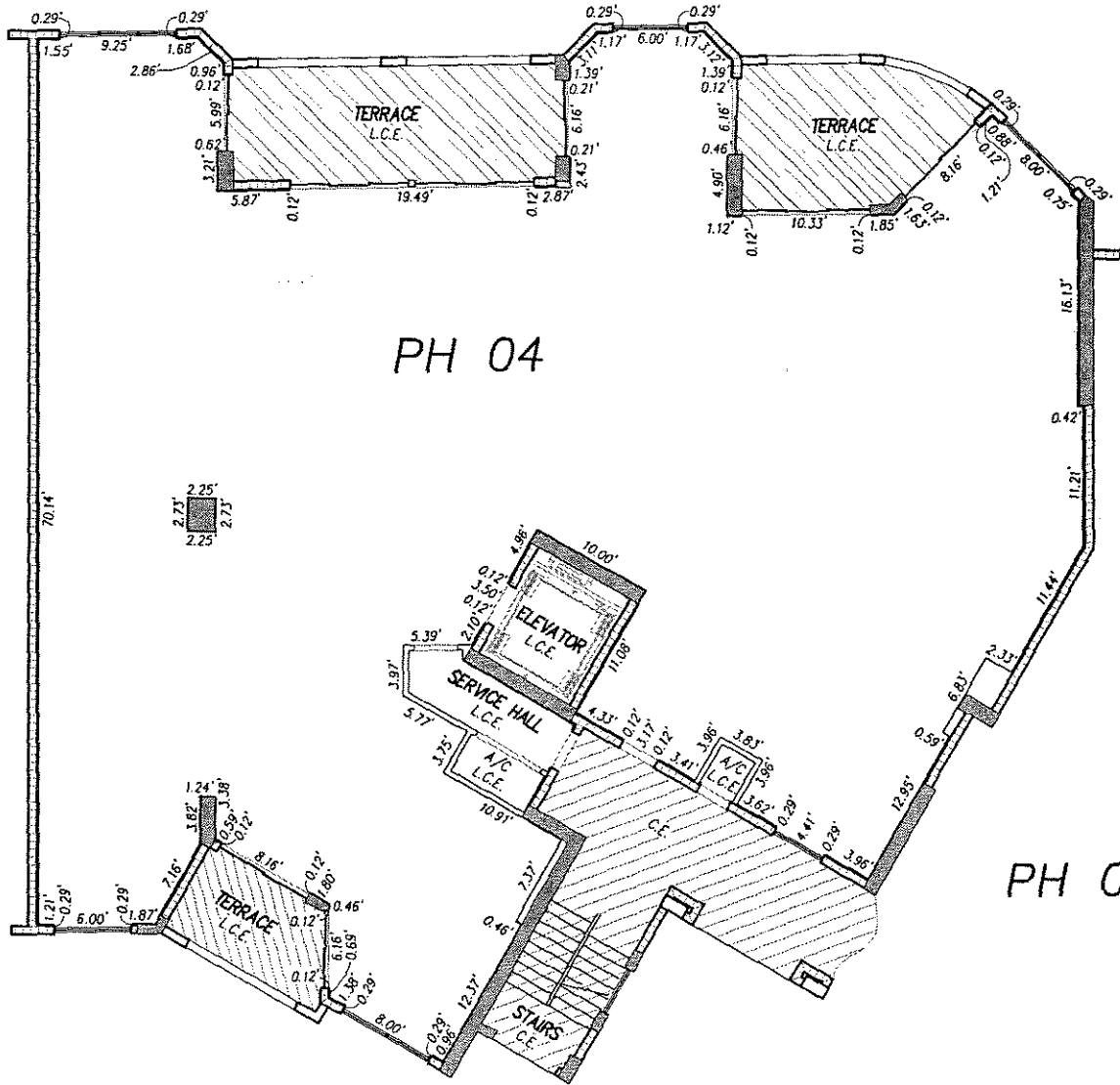
EXHIBIT 'B'



PH 03

PH 04

PH 06



PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 PENTHOUSE - (SOUTH WING)  
 FLOORS 9 and 10



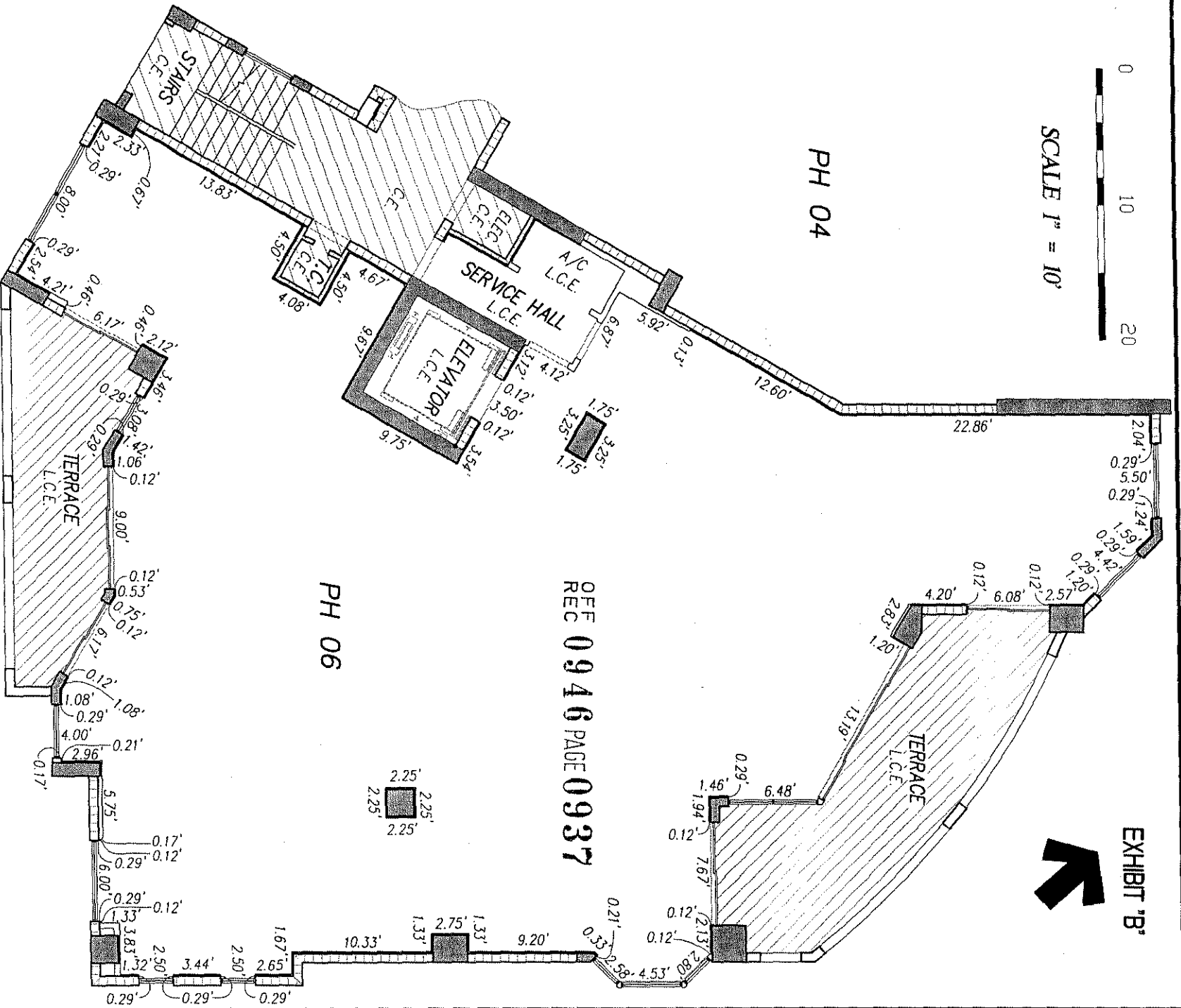
**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

\\Survey\T200\land projects T200\T1057WCI-A\dwg\Exhibit B\CONDD-sh 19-22 PENTHOUSE.dwg 05/15/2003 03:30:04 PM EDT



SCALE 1" = 10'

EXHIBIT 'B'



REC 0946 PAGE 0937

**PORTOFINO at HAMMOCK DUNES,**

**A CONDOMINIUM**

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

**PENTHOUSE - (SOUTH WING)**

FLOORS 9 and 10



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH  
Main Office 500 So. Regwood Ave., Daytona Beach, FL 32114  
Phone 386-257-1600 Fax 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomokacondos-a-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 22 OF 27 SHEETS



0 30 60

SCALE 1" = 30'

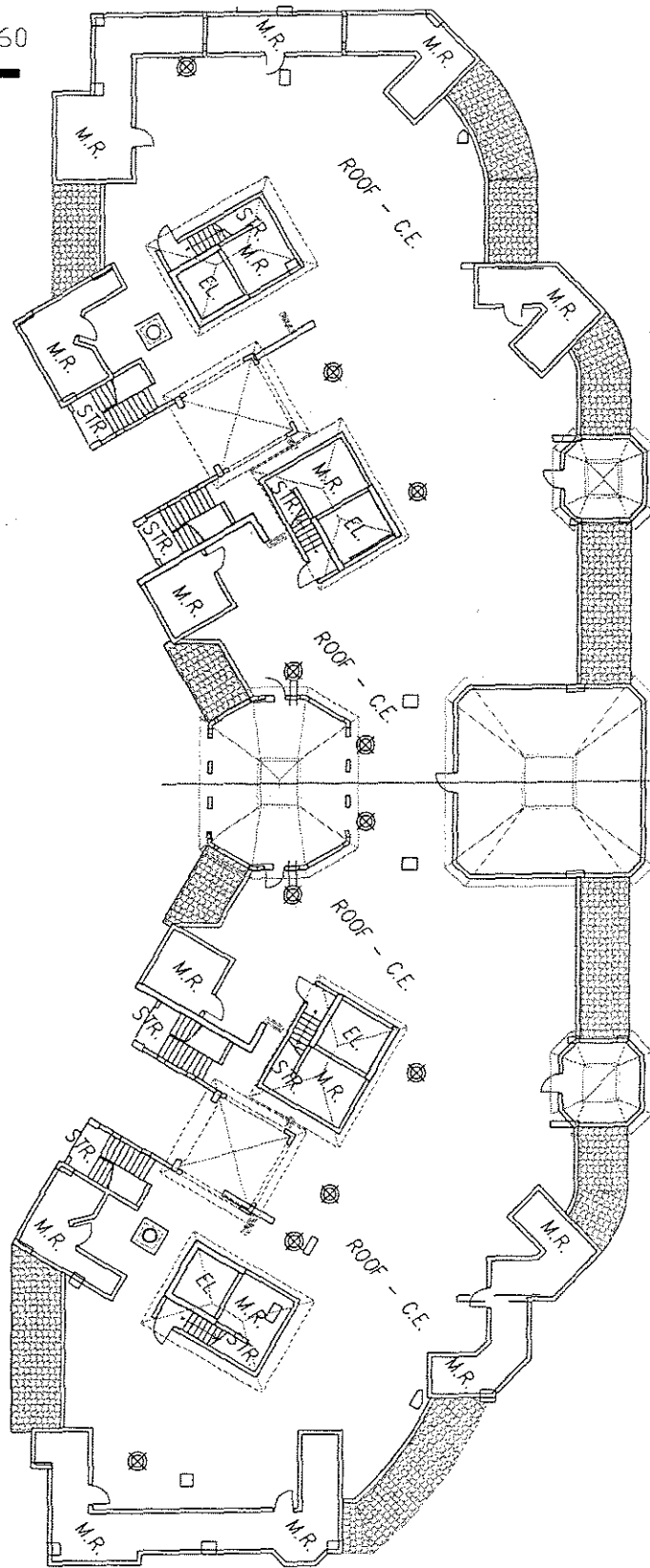
EXHIBIT "B"



REC 0946 PAGE 0938

LEGEND:

- STR. STAIRS - C.E.
- EL. ELEVATOR - C.E.
- M.R. MECHANICAL ROOM - C.E.



\\Survey\T200\land projects T200\T1057WCI-A\dwg\Exhibit B\COND0-sh 23 ROOF PLAN.dwg 05/15/2003 12:21:48 PM EDT

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

ROOF PLAN - OVERALL LAYOUT



LS #2232

**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Riddgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com









This instrument prepared by  
and to be returned to:  
Brian Belt  
Shutts & Bowen LLP  
1500 Miami Center  
201 South Biscayne Boulevard  
Miami, Florida 33131

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM

This Third Amendment to Declaration of Condominium of Portofino at Hammock Dunes, a Condominium (the "Amendment") is made and entered into this 16<sup>th</sup> day of March, 2004, by PORTOFINO AT HAMMOCK DUNES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

BACKGROUND

A. WCI Communities, Inc., a Delaware corporation (the "Developer"), recorded that certain Declaration of Condominium of Portofino at Hammock Dunes, a Condominium, on June 6, 2003 in Official Records Book 940, Page 1834, in the Public Records of Flagler County, Florida, as amended by that certain First Amendment to Declaration of Condominium of Portofino at Hammock Dunes, a Condominium, recorded in Official Records Book 946, Page 911, in the Public Records of Flagler County, Florida, and as further amended by that certain Second Amendment to Declaration of Condominium of Portofino at Hammock Dunes, a Condominium, recorded in Official Records Book 1029, Page 1291 and re-recorded in Official Records Book 1029, Page 1294, both in the Public Records of Flagler County, Florida (collectively, the "Declaration") (unless otherwise indicated, capitalized terms used herein shall have the same meaning given to such terms in the Declaration).

B. The building floor designations as set forth on the Condominium Plot Plan attached to and made a part of the Declaration as Exhibit "B" are mislabeled.

C. The Association desires to amend the Declaration to correct such errors in the Condominium Plot Plan.

D. The Board of Directors of the Association, acting alone, has the authority to amend the Declaration to correct defects, errors and omissions pursuant to Section 15.5 of the Declaration and Florida Statutes Section 718.110(9)(2003).

E. The Board of Directors of the Association has authorized this Amendment and has directed the President or Vice President of the Association to enter into this Amendment on behalf of the Association.

NOW, THEREFORE, the Association amends the Declaration as follows:

1. The Condominium Plot Plan attached a Exhibit "B" is replaced in its entirety with the Condominium Plot Plan attached hereto as Exhibit "B" and made a part of this Amendment .

2. All other provisions of the Declaration are ratified and confirmed and shall remain in full force and effect, except as otherwise specifically set forth or amended in this Amendment.

IN WITNESS WHEREOF, the Association has caused this Amendment to be signed by its authorized officer the day and year first above written.

WITNESSES:

PORTOFINO AT HAMMOCK DUNES  
CONDOMINIUM ASSOCIATION, INC., a  
Florida not-for-profit corporation

*Andrea E. Horney*  
Print Name: ANDREA E. HORNEY

By: *Fred Gronbacher*  
Name: Fred Gronbacher  
Title: President

*Ann C. Bozko*  
Print Name: Ann C. Bozko

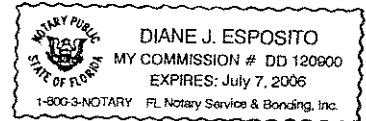
Address: 7 Avenue de la Mer, Unit #1004  
Palm Coast, Florida 32137

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF FLAGLER    )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2004 by Fred Gronbacher, as President of Portofino at Hammock Dunes Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is personally known to me or produced personally known as identification.

*Diane J. Esposito*  
Name: DIANE J. ESPOSITO  
Notary Public, State of Florida  
Commission No., if any: \_\_\_\_\_

My Commission Expires:



BOOK 1063 PAGE: 1262

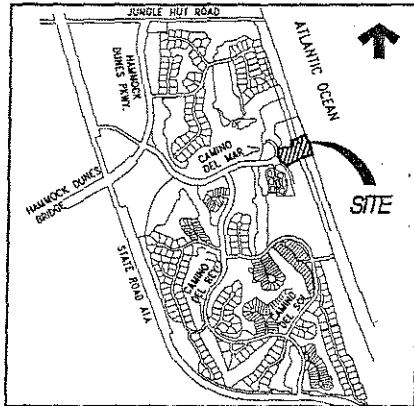
**EXHIBIT "B"**

**PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM**

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

**SCHEDULE**

SHEET NUMBER	CONTENTS	SHEET NUMBER	CONTENTS
1.	SCHEDULE/VICINITY MAP/CERTIFICATION	14.	TYPICAL UNIT BOUNDARIES - (NORTH WING) - UNIT 02
2.	SURVEYOR'S NOTES / LEGEND	15.	TYPICAL UNIT BOUNDARIES - (NORTH WING) - UNIT 03
3.	BOUNDARY SURVEY	16.	TYPICAL UNIT BOUNDARIES - (SOUTH WING) - UNIT 04
4.	BOUNDARY SURVEY - PORTOFINO A CONDOMINIUM	17.	TYPICAL UNIT BOUNDARIES - (SOUTH WING) - UNIT 05
5.	BOUNDARY SURVEY - LEGAL DESCRIPTION	18.	TYPICAL UNIT BOUNDARIES - (SOUTH WING) - UNIT 06
6.	PLOT PLAN	19.	PENTHOUSE - (NORTH WING) - UNIT 01
7.	GARAGE - OVERALL LAYOUT	20.	PENTHOUSE - (NORTH WING) - UNIT 03
8.	NOTES, FLOOR ELEVATIONS, LEGEND AND ABBREVIATIONS	21.	PENTHOUSE - (SOUTH WING) - UNIT 04
9.	AMENITIES UNIT - PARCEL	22.	PENTHOUSE - (SOUTH WING) - UNIT 06
10.	AMENITIES UNIT - 1st FLOOR	23.	ROOF PLAN - OVERALL LAYOUT
11.	LANAI LEVEL - UNIT 105	24.	ELEVATION - NORTH
12.	LANAI LEVEL - UNIT 106	25.	ELEVATION - SOUTH
13.	TYPICAL UNIT BOUNDARIES - (NORTH WING) - UNIT 01	26.	ELEVATION - EAST
		27.	ELEVATION - WEST



VICINITY MAP - NOT TO SCALE



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

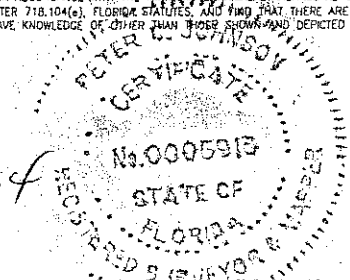
**CERTIFICATE OF SURVEYOR**

I HEREBY CERTIFY THAT THE ATTACHED SHEETS 1 THROUGH 27, INCLUSIVE, WHICH COMPRISE THIS EXHIBIT "B", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN INCLUDING THE COMMON ELEMENTS AND THE CONDOMINIUM UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, PURSUANT TO CHAPTER 718.104(6), FLORIDA STATUTES, AND I AM THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

TOMOKA ENGINEERING

*[Signature]*  
 PETER G. JOHNSON  
 FLA. PROFESSIONAL SURVEYOR/MAPPER 15913



DATE ISSUED: 05/07/2003  
 REVISED: 06/05/2003  
 REVISED: 02/11/2004

JOB # T1057WCI-A SHEET 1 OF 27 SHEETS

154 W. 84th Ave. #082/01/20 64971 US-D01027B 1063X1063V-12A1501110021 51.5470 Prof. and



**SURVEYOR'S NOTES:**

1. BASIS OF BEARINGS: THE SOUTH LINE OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING N89°02'49"E.
2. THIS SITE LIES WITHIN "ZONES B & C" AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 120085-0045-B, DATED FEBRUARY 5, 1986.
3. COORDINATES SHOWN ARE REFERENCED TO THE EAST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD1927) BASED ON THE PALM COAST PRIMARY CONTROL TRAVERSE MONUMENTS (L-MONUMENTS) SET BY B.R. WATTLES, LS #1443. SAID PRIMARY CONTROL TRAVERSE WAS BASED ON THE U.S. COAST & GEODETIC SURVEY (USCGS) MONUMENTS AND WAS REPORTED TO HAVE A PRECISION RATIO OF 1:25,000 TO 1:100,000.
4. ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD29) PER MEASUREMENT FROM THE NATIONAL GEODETIC SURVEY. BENCHMARK: COASTAL CONSTRUCTION LINE MONUMENT A-20, ELEVATION = 22.96 FEET, NGVD29.

**LEGEND/ABBREVIATIONS**

N=NORTH	PE = REGISTERED ENGINEER	WD=WOOD
S=SOUTH	RLS=REGISTERED LAND SURVEYOR	CLF=CHAIN LINK FENCE
W=WEST	LB= LAND SURVEYING BUSINESS	
E=EAST	PRM= PERMANENT REFERENCE MONUMENT	
C=CURVE	PCP= PERMANENT CONTROL POINT	
D=DELTA	PC= POINT OF CURVE	⊘ = TREE DIAMETER
R=RADIUS	PT= POINT OF TANGENCY	IN INCHES
L=LENGTH	PI= POINT OF INTERSECTION	OAK = OAK
CH=CHORD	MB= PLATBOOK	PIN = PINE
TB=TANGENT BEARING	PG= PAGE	UKT = UNKNOWN TREE
CHB=CHORD BEARING	DB= DEED BOOK	MAP= MAPLE
S/SECT=SECTION	ORB= OFFICIAL RECORD BOOK	BAY= BAY
R/RNG=RANGE	FD= FOUND	CYP= CYPRESS
T/TWP=TOWNSHIP	(R)= RECORD	HIK= HICKORY
CB=CONCRETE BLOCK	(F)= FIELD MEASURED	CCCL = COASTAL CONSERVATION CONTROL LINE
CONC=CONCRETE	* = NOT SUPPORTED BY FIELD MEASUREMENT	
"=DEGREES	(Ca)= CALCULATED DATA	
"=MINUTES	(NR)= NON-RADIAL	A/C= AIR CONDITIONER UNIT
"=SECONDS	PU&D= PUBLIC UTILITY AND DRAINAGE	
PERP=PERPENDICULAR	CS= CONCRETE SLAB	☐ CONCRETE LIGHT POLE
R/W = RIGHT OF WAY	POB=POINT OF BEGINNING	— GUARD RAIL
○ IRON PIPE FD	⊘ UTILITY POLE (WOOD)	—X—X— FENCE (TYPE)
○ REBAR/IRON ROD FD	⊘ UTILITY POLE (CONC)	—OU— OVERHEAD UTILITY
⊙ NAIL FD	→ GUY WIRE	—UE— UNDERGROUND ELECTRIC
⊙ CONCRETE MONUMENT FOUND	⊕ BENCH MARK	—G— GAS LINE
● SET REBAR/CAP #2642	⊙ LIGHT POLE	—W— WATER LINE
⊙ SET NAIL/DISK #2642	⊕ FIRE HYDRANT	—FM— FORCED MAIN
X CHISEL CUT	⊙ MANHOLE (? TYPE)	—UT— UNDERGROUND TELEPHONE
■ SET CONCRETE MONUMENT #2642	S SANITARY SEWER	⋯⋯⋯ D ⋯⋯⋯ DRAINPIPE
P PROPERTY LINE	D STORM DRAINAGE	
⊙ CENTER LINE	E ELECTRIC	
△ WETLAND LIMITS FLAG #	T TELEPHONE	⊙ EXISTING ELEVATION

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

SURVEYOR'S NOTES - LEGEND



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 800 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
eMail: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

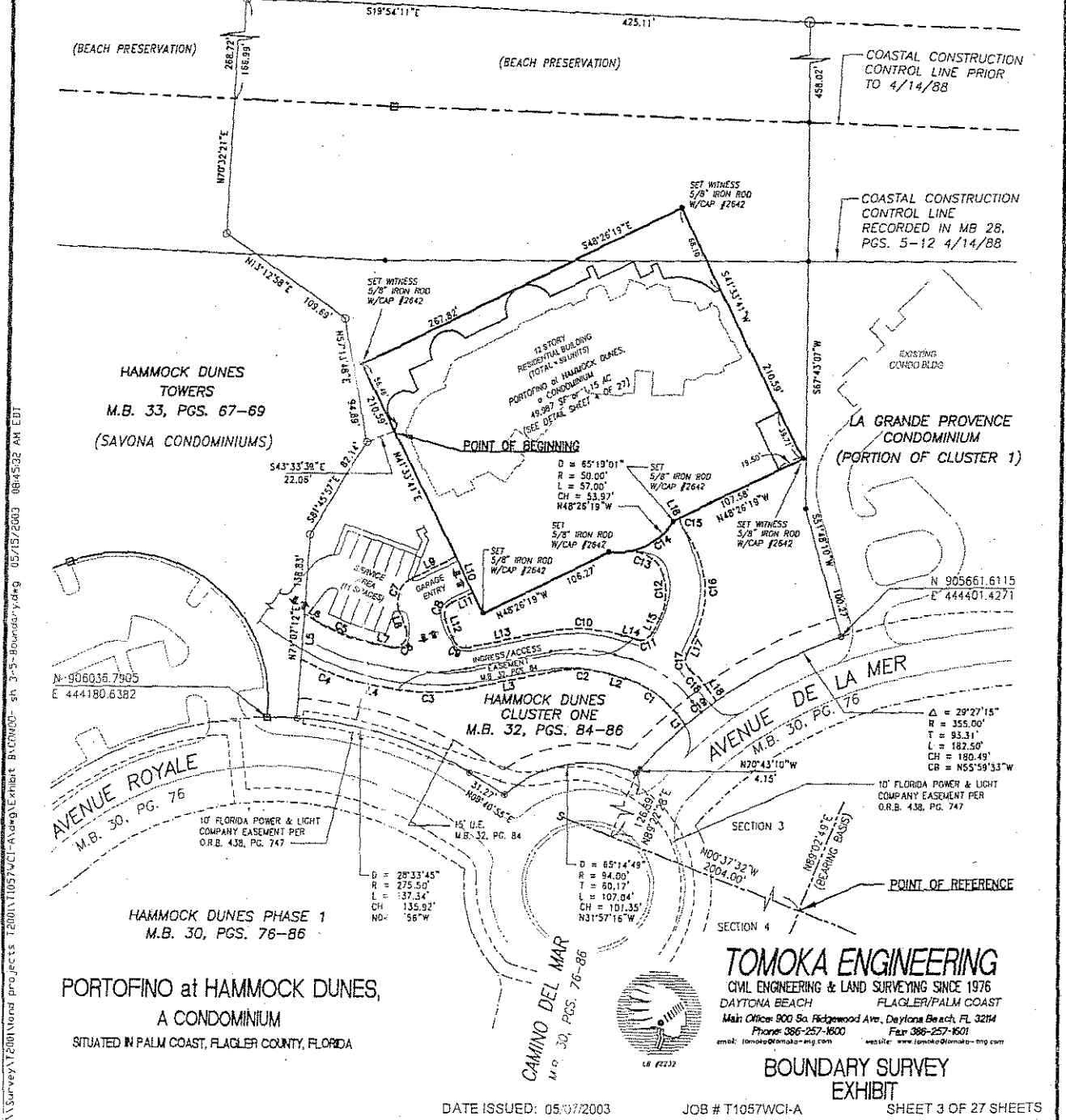
LD 12272

M:\land Projects T2001\T1057WC1-A\exhibt B\COND000-ep 2 NOTES LEGEND.dwg 02/11/2004 06:53:08 AM PST

LINE TABLE			CURVE TABLE					
LINE	LENGTH	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD
L1	10.93	N89°26'40"E	C1	47.73	76.95	35°32'34"	46.97	46.97
L2	12.43	N66°05'45"W	C2	42.47	88.00	27°39'08"	42.06	42.06
L3	25.48	N53°42'54"W	C3	62.09	152.83	23°16'45"	61.67	61.67
L4	38.46	N10°28'04"W	C4	45.92	166.03	17°13'41"	45.74	45.74
L5	33.89	N71°07'12"E	C5	47.42	136.02	19°55'33"	47.23	47.23
L6	9.11	S09°31'29"W	C6	21.15	10.00	121°11'21"	17.42	17.42
L7	14.41	S10°28'04"E	C7	29.44	20.00	84°19'53"	26.85	26.85
L8	15.37	N47°12'47"E	C8	14.72	10.00	84°19'53"	13.43	13.43
L9	35.05	S48°26'19"E	C9	13.71	10.00	78°38'53"	13.66	13.66
L10	30.00	S47°33'41"W	C10	56.95	118.00	27°39'08"	56.40	56.40
L11	17.74	N48°26'19"W	C11	14.01	10.00	80°14'42"	13.97	13.97
L12	16.21	S47°13'47"W	C12	34.24	45.00	43°32'24"	33.43	33.43
L13	62.04	S33°44'54"E	C13	35.32	25.00	80°57'00"	32.46	32.46
L14	12.28	S06°05'45"E	C14	43.70	90.00	50°04'54"	42.33	42.33
L15	12.06	S86°28'32"E	C15	12.66	25.00	29°00'35"	12.52	12.52
L16	3.25	S48°26'19"E	C16	82.16	75.00	82°45'49"	78.11	78.11
L17	14.36	N86°28'32"W	C17	13.15	10.00	75°21'07"	12.23	12.23
L18	10.92	S29°26'40"W	C18	30.29	106.95	30°52'06"	29.26	29.26
L19			C19	38.01	355.00	94°50'36"	38.00	38.00

0 100 200

ATLANTIC OCEAN SCALE 1" = 100'



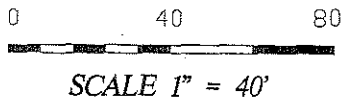
\\Survey\1200\Newd projects\2001\1057421\A\mg\Exhibit B\CONDO- s1 3-3-Boundary.dwg 05/13/2003 08:45:32 AM EDT

**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-mg.com website: www.tomoka@tomoka-mg.com

**BOUNDARY SURVEY EXHIBIT**  
 SHEET 3 OF 27 SHEETS

DATE ISSUED: 05/13/2003

JOB # T1057WCI-A



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	4.23	12.64	104°57'00"	4.531	S84°51'00"E
C2	44.26	14.65	173°03'23"	29.23	S56°17'18"E
C3	53.92	18.18	169°58'35"	36.21	S48°26'19"E
C4	41.76	43.69	54°46'41"	45.19	S07°29'13"E
C5	57.00	50.00	65°19'01"	53.96	N48°26'19"W

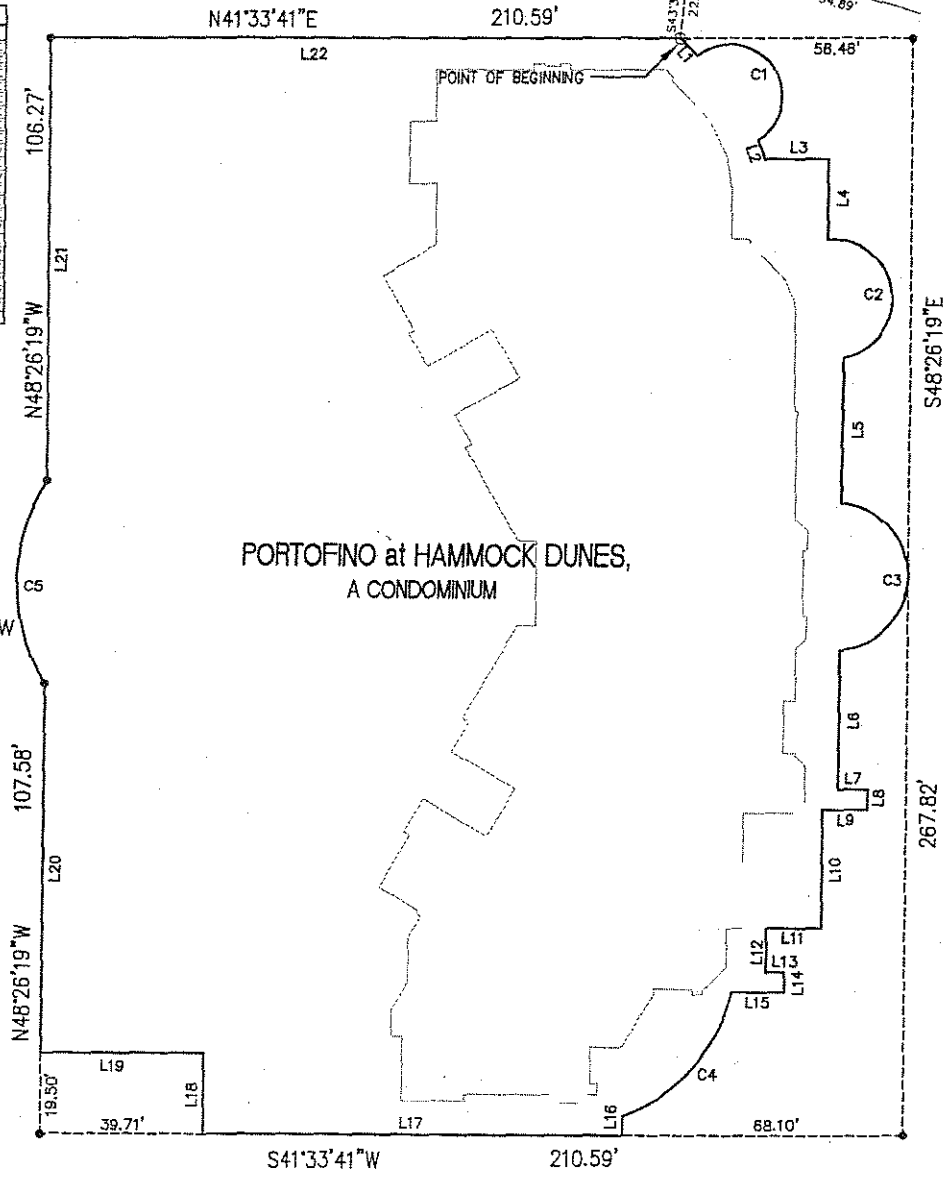
LINE TABLE		
LINE	LENGTH	BEARING
L1	3.96	N88°33'41"E
L2	4.96	S64°32'23"E
L3	15.48	N41°33'41"E
L4	19.65	S48°26'19"E
L5	35.36	S48°04'07"E
L6	34.33	S48°26'19"E
L7	2.18	N41°33'41"E
L8	4.97	S48°26'19"E
L9	10.95	S41°33'41"W
L10	28.85	S48°26'19"E
L11	13.15	S41°33'41"E
L12	10.49	S48°26'19"E
L13	4.29	N41°33'41"E
L14	4.97	S48°26'19"E
L15	12.54	S41°33'41"W
L16	4.50	S48°26'19"E
L17	102.79	S41°33'41"W
L18	19.50	N48°26'19"W
L19	39.71	S41°33'41"W
L20	89.08	N48°26'19"E
L21	106.87	N48°26'19"E
L22	194.14	N41°33'41"E



$\Delta = 65°19'01"$   
 $R = 50.00'$   
 $L = 57.00'$   
 $C = 53.97'$   
 $C_b = N48°26'19"W$

BOOK 1063 PAGE: 1265

\\Survey\1200\land projects\1200\11057\WCI-A\dwg\Exhibit B\CONDO - sh 3-5-Boundary.dwg 05/15/2003 08:45:32 AM EBT



NOTE: SEE SHEET 5 OF 27 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES.

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST, FLAGLER COUNTY, FLORIDA



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgetwood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1800 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka-engineering.com

**BOUNDARY SURVEY**  
**EXHIBIT**

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM  
SITUATED IN PALM COAST, FLAGLER COUNTY, FLORIDA

EXHIBIT "B"

BOOK 1063 PAGE: 1266

**LEGAL DESCRIPTION: PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM**

THE FOLLOWING LEGAL DESCRIPTION WAS PREPARED BY PETER L. VANKEMPEN AND PROOF READ BY PETER G. JOHNSON, TOMOKA ENGINEERING, DAYTONA BEACH, FLORIDA, JUNE 20, 2001. THE PROPERTY DESCRIBED IS SHOWN ON A DRAWING PREPARED BY TOMOKA ENGINEERING, PROJECT NO. T1057WCI, DRAWING REFERENCE NO. 1057-BT1, ORIGINAL ISSUE DATE: JUNE 20, 2001.

A PORTION OF HAMMOCK DUNES CLUSTER ONE AS RECORDED IN MAP BOOK 32, PAGES 84 - 86, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 31 EAST; THENCE N00°37'32"W ALONG THE WEST LINE OF SECTION 3, A DISTANCE OF 2004.00 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 3, N89°22'28"E A DISTANCE OF 126.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; AND THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHERLY ALONG THE CUL-DE-SAC OF CAMINO DEL MAR A DISTANCE OF 107.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 65°14'49", A RADIUS OF 94.00 FEET, A CHORD BEARING OF N31°57'16"W AND A CHORD DISTANCE OF 101.35 FEET TO THE INTERSECTION WITH A NON-TANGENT LINE, ON THE EASTERLY RIGHT OF WAY LINE OF AVENUE ROYALE AS RECORDED IN MAP BOOK 30, PAGES 76-86, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID CAMINO DEL MAR AND CONTINUING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID AVENUE ROYALE N09°40'55"E A DISTANCE OF 31.27 FEET TO A POINT OF CURVATURE, CONCAVE WESTERLY; THENCE NORTHERLY A DISTANCE OF 137.34 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°33'45", A RADIUS OF 275.50 FEET, A CHORD BEARING OF N04°35'56"W AND A CHORD DISTANCE OF 135.92 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF AVENUE ROYALE N71°07'12"E A DISTANCE OF 138.83 FEET TO A POINT; THENCE S81°45'57"E A DISTANCE OF 82.14 FEET TO A POINT; THENCE S43°33'39"E A DISTANCE OF 22.06 TO THE POINT OF BEGINNING OF THE PORTOFINO AT HAMMOCK DUNES, A CONDOMINIUM BUILDING; THENCE N86°33'41"E A DISTANCE OF 5.98 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 12.66 FEET, THROUGH A CENTRAL ANGLE OF 184°50'06", FOR AN ARC LENGTH OF 40.85 FEET; THENCE S64°32'23"E A DISTANCE OF 4.96 FEET; THENCE N41°33'41"E A DISTANCE OF 15.48 FEET; THENCE S48°26'19"E A DISTANCE OF 19.65 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 14.65 FEET, THROUGH A CENTRAL ANGLE OF 173°03'23" FOR AN ARC LENGTH OF 44.26 FEET; THENCE S48°04'07"E A DISTANCE OF 35.36 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 18.18 FEET, THROUGH A CENTRAL ANGLE OF 169°58'35", FOR AN ARC LENGTH OF 53.92 FEET; THENCES 48°26'19"E A DISTANCE OF 34.13 FEET; THENCE N41°33'41"E A DISTANCE OF 7.18 FEET; THENCE S48°26'19"E A DISTANCE OF 4.97 FEET; THENCE S41°33'41"W A DISTANCE OF 10.95 FEET; THENCE S48°26'19"E A DISTANCE OF 28.85 FEET; THENCE S41°33'41"W A DISTANCE OF 13.15 FEET; THENCE S48°26'19"E A DISTANCE OF 10.49 FEET; THENCE N41°33'41"E A DISTANCE OF 4.29 FEET; THENCE S48°26'19"E A DISTANCE OF 4.97 FEET; THENCE S41°33'41"W A DISTANCE OF 12.54 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 43.68 FEET, THROUGH A CENTRAL ANGLE OF 54°46'41" FOR AN ARC LENGTH OF 41.76 FEET; THENCE S48°26'19"E A DISTANCE OF 4.50 FEET; THENCE S41°33'41"W A DISTANCE OF 102.79 FEET; THENCE N48°26'19"W A DISTANCE OF 19.50 FEET; THENCE S41°33'41"W A DISTANCE OF 39.71 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 65°19'01", FOR AN ARC LENGTH OF 57.00 FEET; THENCE N48°26'19"W A DISTANCE OF 106.27 FEET; THENCE N41°33'41"E A DISTANCE OF 154.14 FEET TO THE POINT OF BEGINNING. DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINING 49,987 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

F:\02B-000\012001\T1057WCI.dwg 3-5-Boundary.dwg 05/15/2003 08:45:32 AM EDT

F:\02B-000\012001\T1057WCI.dwg 3-5-Boundary.dwg 05/15/2003 08:45:32 AM EDT



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH      FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600      Fax: 386-257-1601  
email: tomoka@tomoka-eng.com      website: www.tomoka@tomoka-eng.com

**BOUNDARY SURVEY  
EXHIBIT**

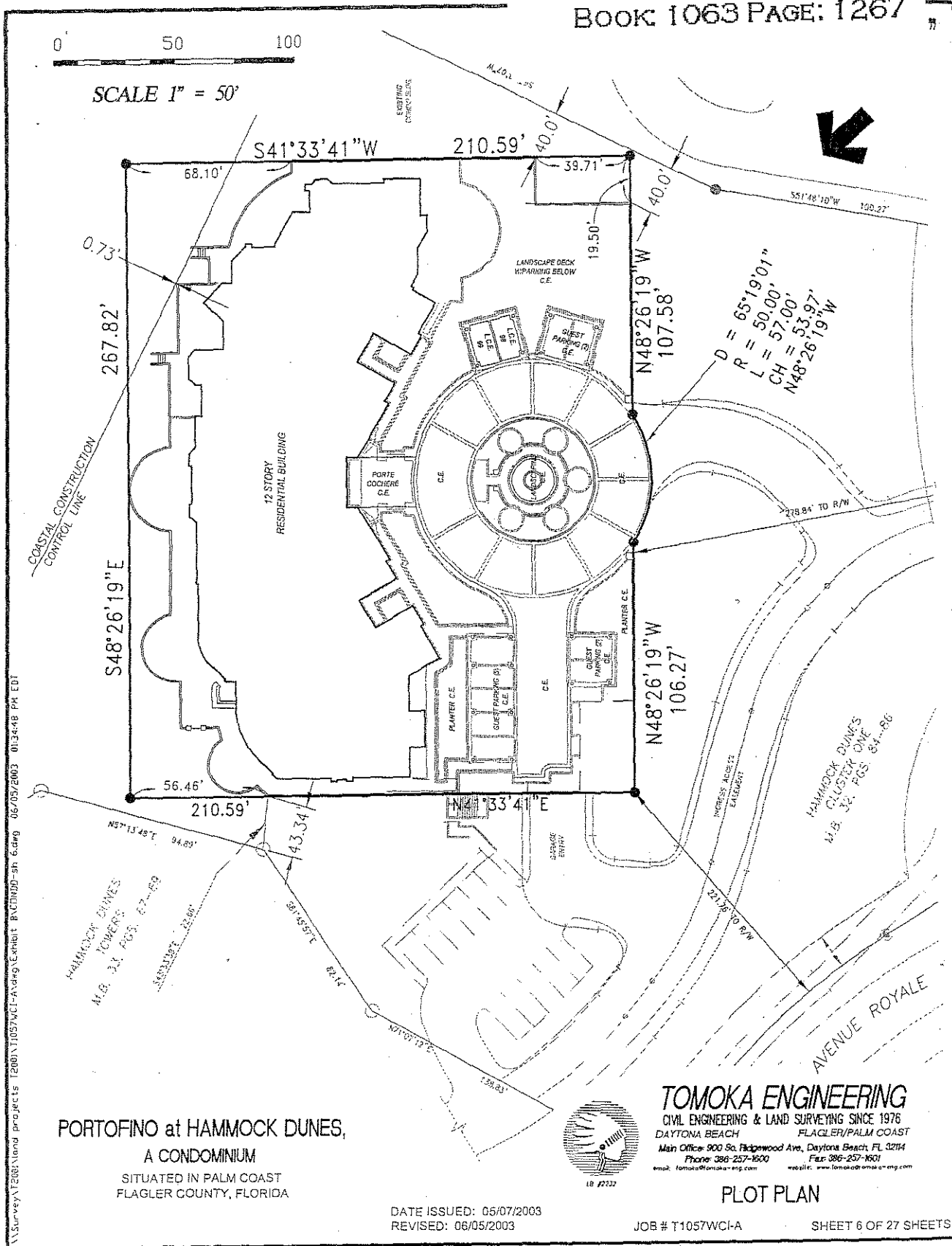
DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 5 OF 27 SHEETS

0 50 100

SCALE 1" = 50'



\\Survey\1268\land projects\1268\11057\WCI-A\dwg\Exhibit B\CONDOP-sh 6.dwg 06/05/2003 01:34:48 PM EDI

**PORTOFINO at HAMMOCK DUNES,**  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

**PLOT PLAN**

DATE ISSUED: 05/07/2003  
 REVISED: 06/05/2003

JOB # T1057WCI-A

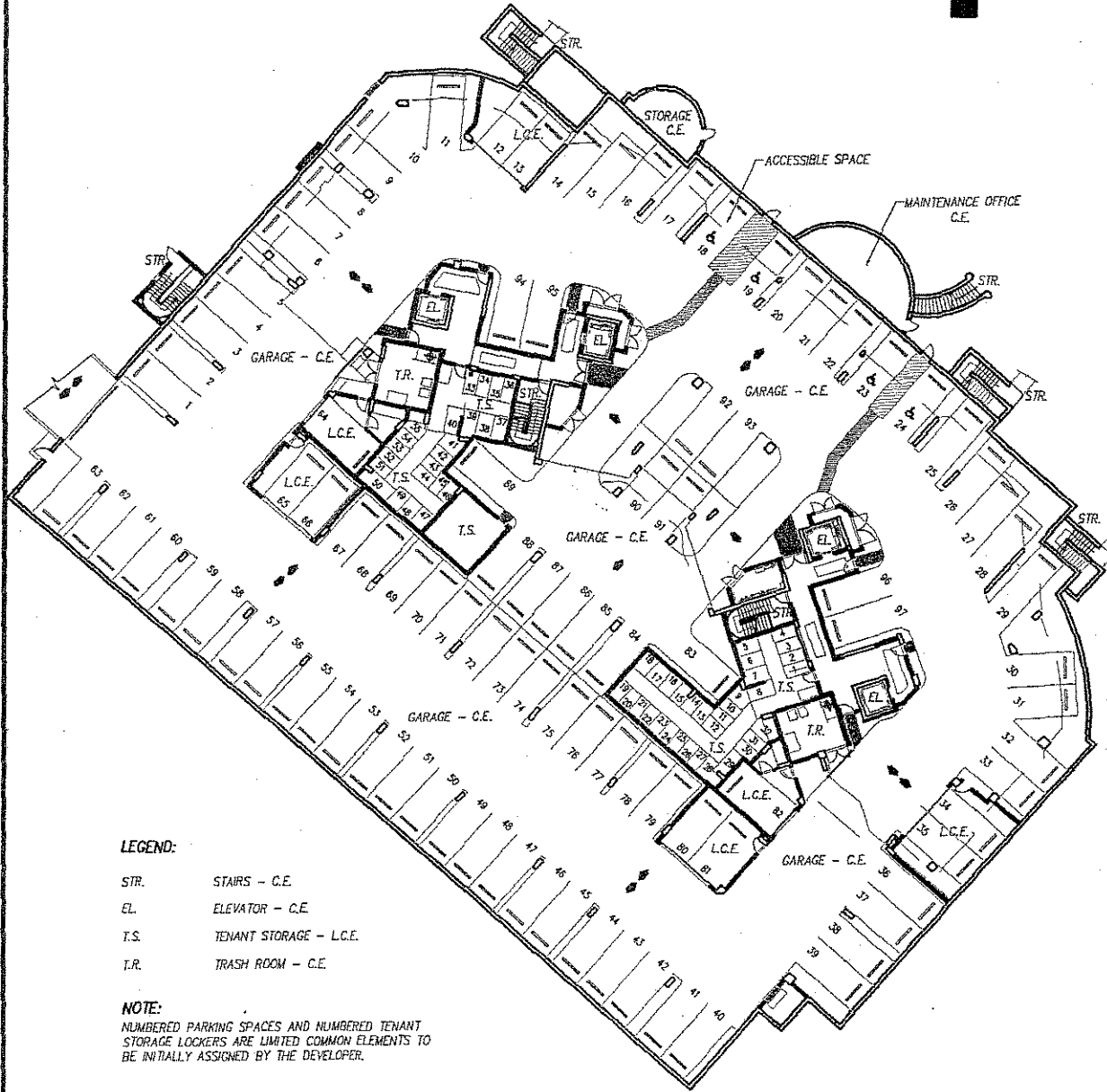
SHEET 6 OF 27 SHEETS

0 40 80



SCALE 1" = 40'

IBIT 'B'



LEGEND:

- STR. STAIRS - C.E.
- EL. ELEVATOR - C.E.
- T.S. TENANT STORAGE - L.C.E.
- T.R. TRASH ROOM - C.E.

NOTE:  
 NUMBERED PARKING SPACES AND NUMBERED TENANT STORAGE LOCKERS ARE LIMITED COMMON ELEMENTS TO BE INITIALLY ASSIGNED BY THE DEVELOPER.

**PORTOFINO at HAMMOCK DUNES,**  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**GARAGE - OVERALL LAYOUT**



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 e-mail: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

REVISED: 06/16/2003  
 DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 7 OF 27 SHEETS

M:\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDO-sh 7 GARAGE 1.dwg 02/11/2004 06:59:50 AM PST

BOOK 1063 PAGE: 1269

**NOTES:**

C.E. = INDICATES COMMON ELEMENT

L.C.E. INDICATES LIMITED COMMON ELEMENT

**UNIT BOUNDARIES** - EACH UNIT WILL HAVE BOUNDARIES AS DEFINED BELOW. THE BOUNDARIES MAY EXIST NOW OR MAY BE CREATED BY CONSTRUCTION, SETTLEMENT, OR MOVEMENT OF THE BUILDINGS; OR BY PERMISSIBLE REPAIRS, RECONSTRUCTION, OR ALTERATIONS.

**HORIZONTAL BOUNDARIES** - THE UPPER AND LOWER BOUNDARIES OF THE UNITS WILL BE:

**UPPER BOUNDARY** - THE PLANES OF THE UNDERSIDE OF THE FINISHED AND UNDECORATED CEILINGS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.

**LOWER BOUNDARY** - THE PLANES OF THE UPSIDE OF THE FINISHED AND UNDECORATED SURFACE OF THE FLOORS OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.

**PERIMETER BOUNDARIES** - THE PERIMETER BOUNDARIES WILL BE BOTH FINISHED AND UNDECORATED INTERIOR SURFACES OF THE PERIMETER WALLS OF THE UNIT AS SHOWN ON THE CONDOMINIUM PLOT PLAN, AND THE PLANES OF THE INTERIOR SURFACES OF THE UNIT'S WINDOWS, DOORS, AND OTHER OPENINGS THAT ABUT THE EXTERIOR OF THE BUILDING OR COMMON ELEMENTS, INCLUDING LIMITED COMMON ELEMENTS.

**COMMON ELEMENTS** - THE PORTIONS OF THE PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT INCLUDED IN THE UNITS INCLUDING:

LAND,  
ALL PARTS OF IMPROVEMENTS THAT ARE NOT INCLUDED WITHIN THE UNITS (NOTE: CHASES AND LOAD BEARING COLUMNS WITHIN UNITS ARE COMMON ELEMENTS BUT ARE NOT SHOWN ON EXHIBIT "B" THE CONDOMINIUM PLOT PLAN.)




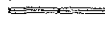
EASEMENTS,  
INSTALLATIONS FOR THE FURNISHING OF SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS, SUCH AS CHILLED WATER AIR CONDITIONING, ELECTRICITY, WATER AND SEWER.

**LIMITED COMMON ELEMENT** - MEANS THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS, OR WHICH BY THEIR NATURE OR LOCATION ARE INTENDED TO SERVE EXCLUSIVELY A UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.

USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.

ALL AREAS NOT DESCRIBED AS UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

**LEGEND AND ABBREVIATIONS:**

	STRUCTURAL COLUMN - C.E.
	MASONRY WALL - C.E.
	NON-STRUCTURAL WALL
	DOOR & WINDOW AREAS
T.C.	TRASH CHUTE - C.E.
ELEC.	ELECTRICAL AREA - C.E.
A/C	AIR CONDITIONING AREA
PH	PENTHOUSE

**FLOOR ELEVATIONS:**

GARAGE LEVEL 1	ELEV. = 11.08
1ST LOBBY/LANAI	ELEV. = 21.58
2ND TYPICAL FLOOR	ELEV. = 36.25
3RD TYPICAL FLOOR	ELEV. = 45.92
4TH TYPICAL FLOOR	ELEV. = 55.58
5TH TYPICAL FLOOR	ELEV. = 65.25
6TH TYPICAL FLOOR	ELEV. = 74.92
7TH TYPICAL FLOOR	ELEV. = 84.58
8TH TYPICAL FLOOR	ELEV. = 94.25
9TH TYPICAL FLOOR	ELEV. = 103.92
10TH FLOOR (PENTHOUSE)	ELEV. = 114.58
11TH FLOOR (PENTHOUSE)	ELEV. = 125.25
ROOF	ELEV. = 135.92

**PORTOFINO at HAMMOCK DUNES,**

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

**NOTES, FLOOR ELEVATIONS, LEGEND AND ABBREVIATIONS**



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave. Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003  
REVISED: 06/05/2003  
REVISED: 02/11/2004

JOB # T1057WCI-A

SHEET 8 OF 27 SHEETS

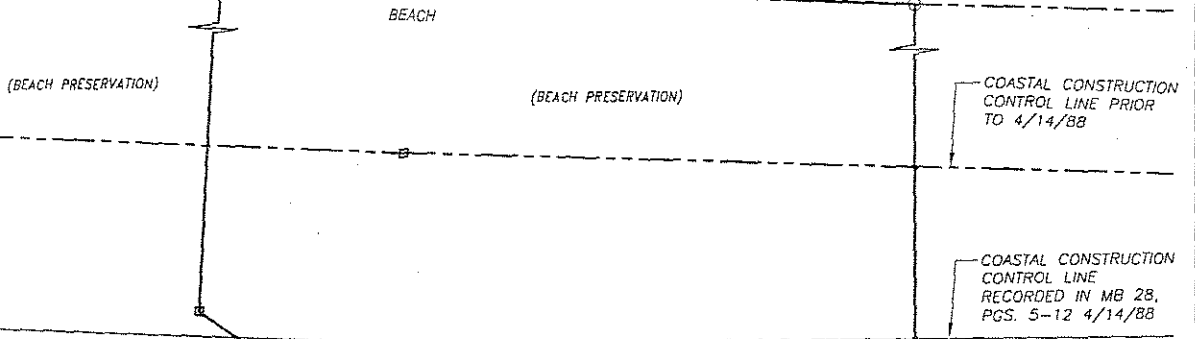
Material projects T20811057WCI-A\ndwg\Exhibit B\CONDO-SP B NOTES.FL ELEV. LEG & ABB.dwg 02/11/2004 07:01:00 AM PST

0 100 200

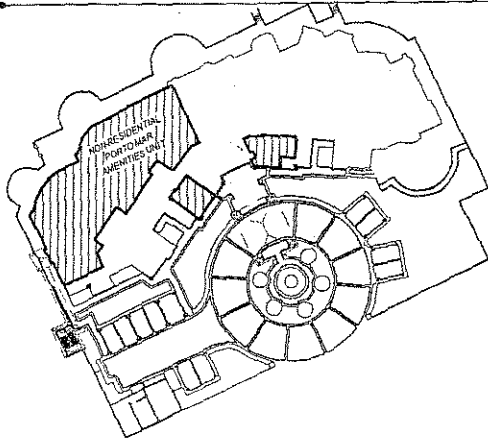
SCALE 1" = 100'

HIBIT "B"

ATLANTIC OCEAN



HAMMOCK DUNES TOWERS  
M.B. 33, PGS. 67-69  
(SAVONA CONDOMINIUMS)



EXISTING GYMND BLDG  
LA GRANDE PROVENCE CONDOMINIUM  
(PORTION OF CLUSTER 1)

N 905661.6115  
E 444401.4271

HAMMOCK DUNES CLUSTER ONE  
M.B. 32, PGS. 84

(PORTOFINO CONDOMINIUMS)

N 906036.7895  
E 444180.6382

AVENUE ROYALE

AVENUE DE LA MER

HAMMOCK DUNES PHASE 1  
M.B. 30, PGS. 76-86

SECTION 3

SECTION 4

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

AMENITIES UNIT - PARCEL

CAMINO DEL MAR



18 7732

**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1000 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka-tomoka-eng.com

LEGEND:

DENOTES AMMENITIES UNIT

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 9 OF 27 SHEETS

P:\land\_projects\12000\T1057WCI-A\DWG\EXHIBIT 8\ACENIDC-sh 9.10 AMENITIES UNIT.dwg 05/16/2003 10:04:15 AM PDT



0 40 80

SCALE 1" = 40'



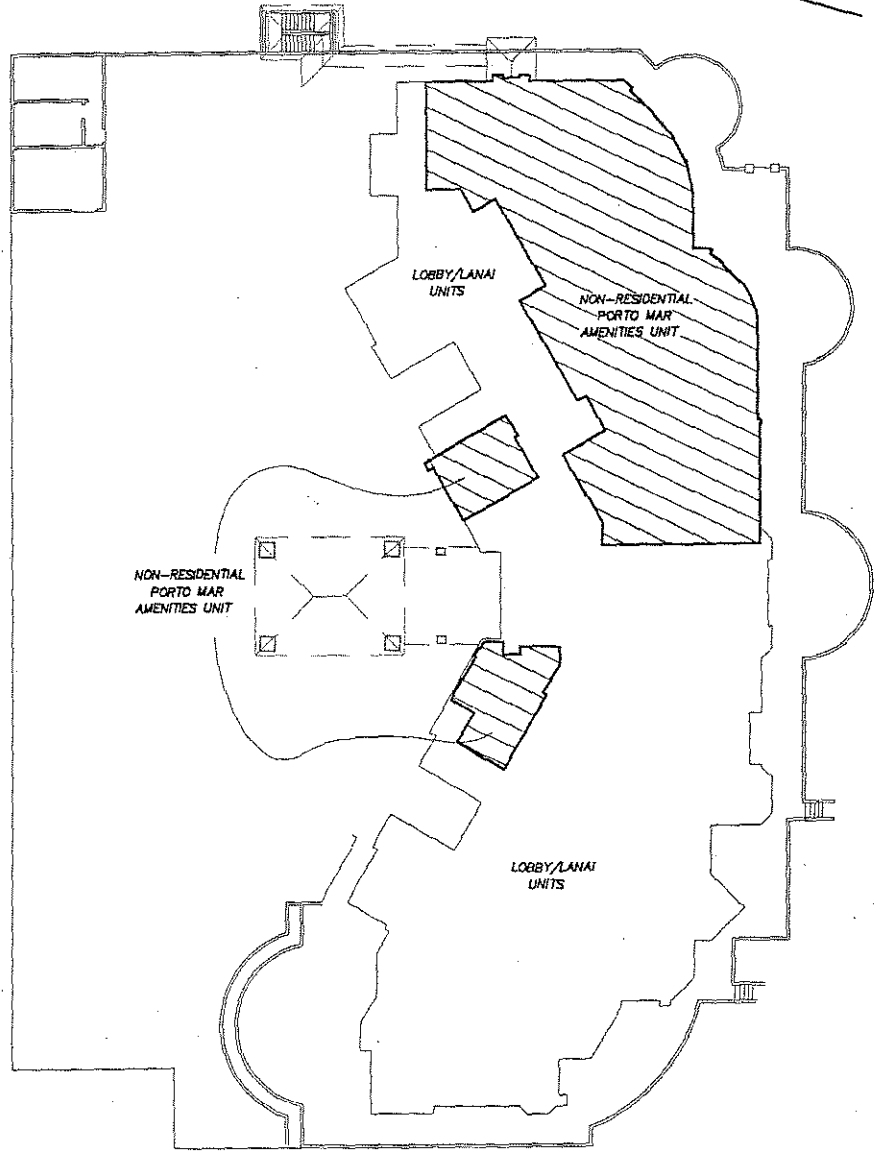
EXHIBIT 'B'

S91°45'30"E  
82.14'

NOTES:

- 1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.

BOOK 1063 PAGE: 1271



P:\land\_projects\T2001A11057\WCI-A\dwg\Exhibit\_B\CONDO-sh\_9.10\_AMENITIES\_UNIT.dwg 05/16/2003 10:04:05 AM PDT

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

AMENITIES UNIT - 1st FLOOR



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Fledgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1500 Fax: 386-257-1501  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

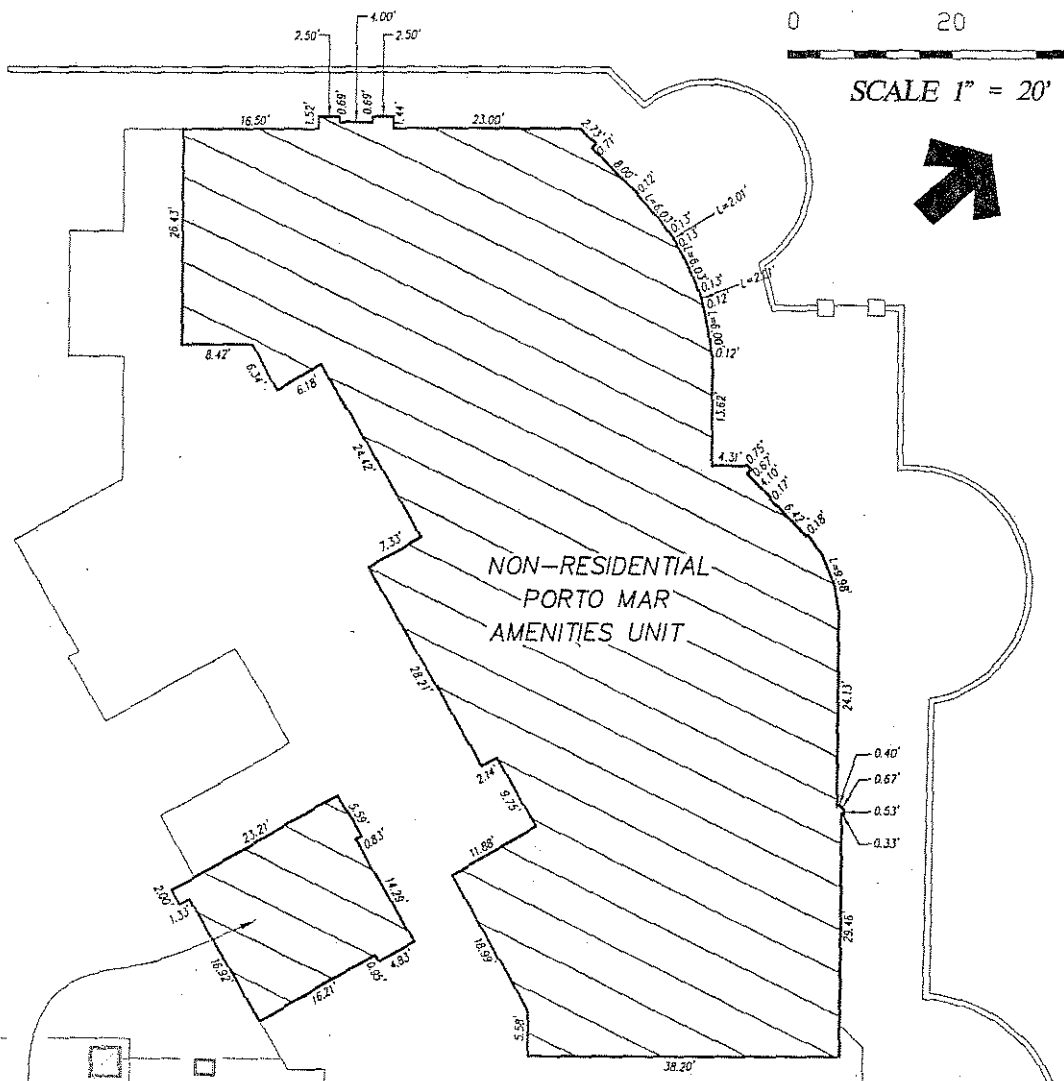
DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 10 OF 27 SHEETS



BOOK 1063 PAGE: 1272



NON-RESIDENTIAL  
PORTO MAR  
AMENITIES UNIT

NOTES:  
 \* 1. USE IS RESIDENTIAL EXCEPT FOR THE  
 NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 AMENITIES UNIT - 1st FLOOR



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave. Daytona Beach, FL 32114  
 Phone: 386-257-1800 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka-tomoka-eng.com

P:\land projects\T2006\11057\WCI-A\dwg\Exhibit B\COND-10-A.dwg 3/16/06 4:58:48 PM 5/14/06 E02/91/50 64PLTUN STILITIES 016 48-10-001

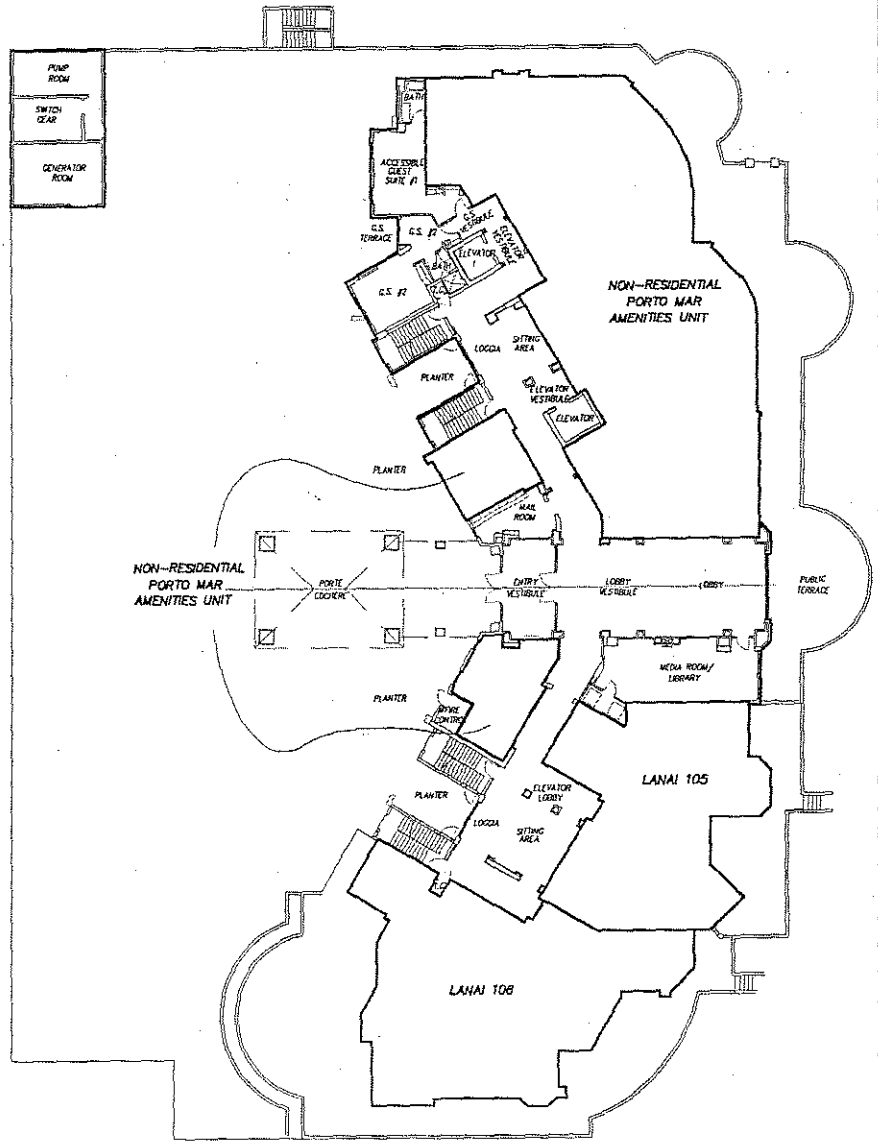
0 40 80

SCALE 1" = 40'



EXHIBIT 'B'

BOOK 1063 PAGE: 1273



P:\land projects\T208\T1057WCI-A\dwg\EXHIBIT B\CONDO-SH 9\10 AMENITIES UNIT.dwg 05/16/2003 10:04:16 AM PDI

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

LOBBY/LANAI - 1st FLOOR



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 800 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 10-B OF 27 SHEETS

BOOK 1063 PAGE: 1274

SCALE 1" = 10'

EXHIBIT 'B'

**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Mail Office: 900 So. Ridgewood Ave, Daytona Beach, FL 32184  
Phone: 386-257-1600 Fax: 386-257-3601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com



NON-RESIDENTIAL  
PORTO MAR  
AMENITIES UNIT

LANAI 105

LANAI 106

NOTES:

1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.

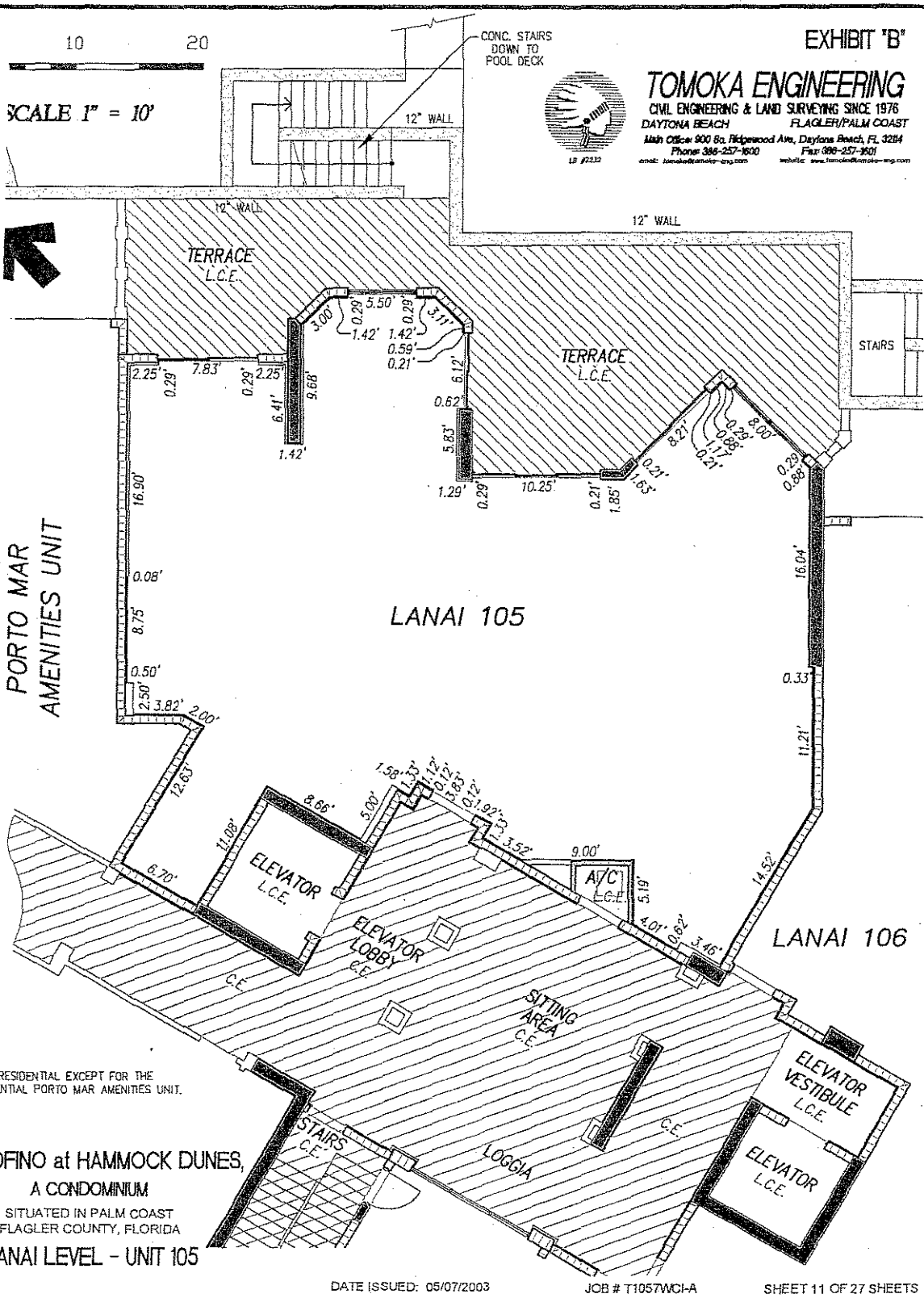
**PORTOFINO at HAMMOCK DUNES,**  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
**LANAI LEVEL - UNIT 105**

DATE ISSUED: 05/07/2003

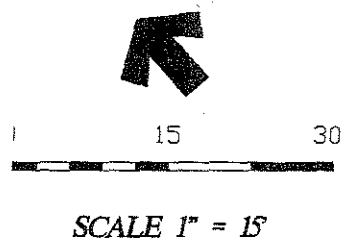
JOB # T1057WCI-A

SHEET 11 OF 27 SHEETS

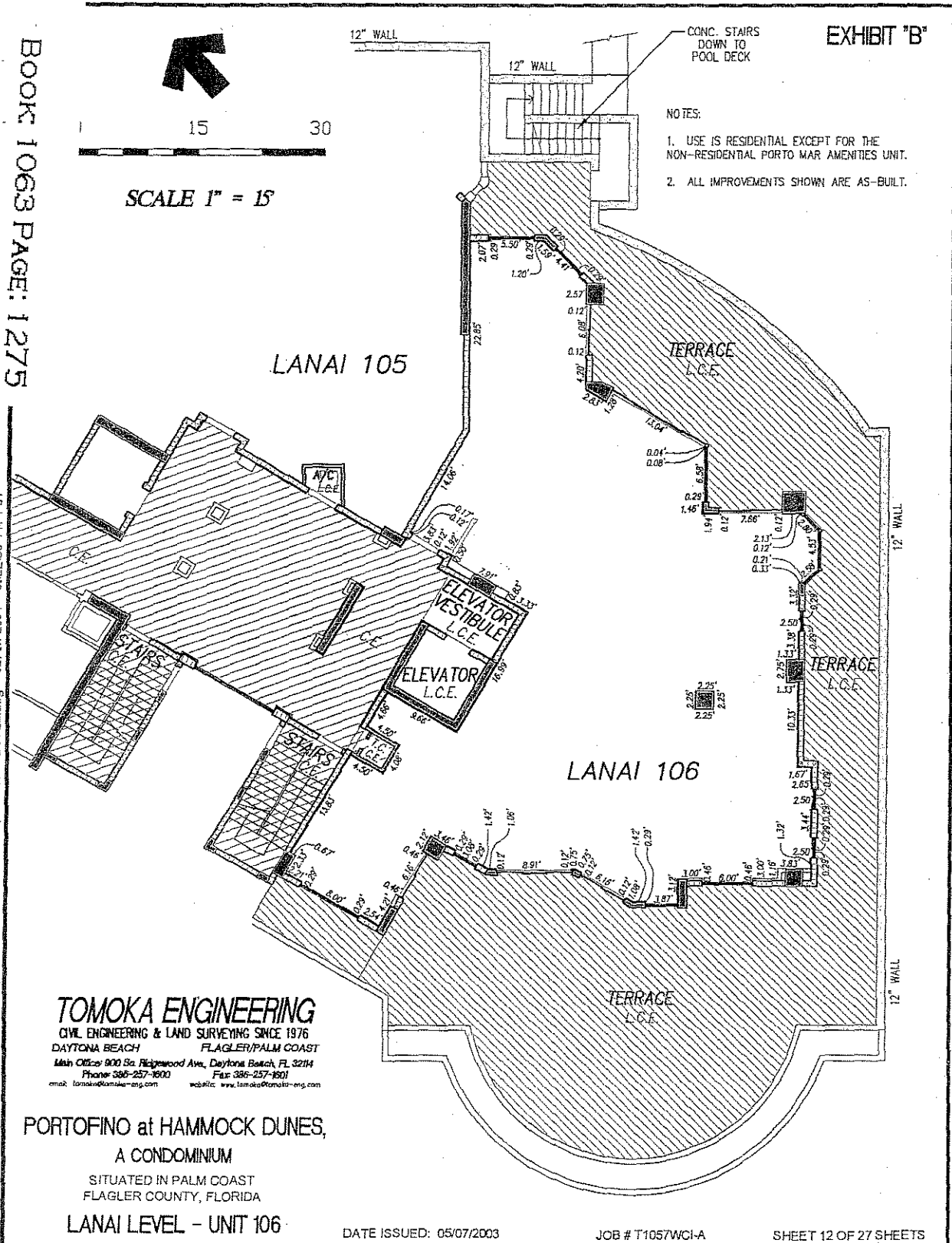
M:\land\_projects\T1057WCI-A\dwg\Exhibit B\CEN105-sh 11.12 LANAI LEVEL.dwg 05/11/2004 09:22:30 PM PST



BOOK 1063 PAGE: 1275



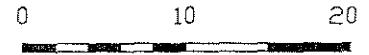
- NOTES:
1. USE IS RESIDENTIAL EXCEPT FOR THE NON-RESIDENTIAL PORTO MAR AMENITIES UNIT.
  2. ALL IMPROVEMENTS SHOWN ARE AS-BUILT.



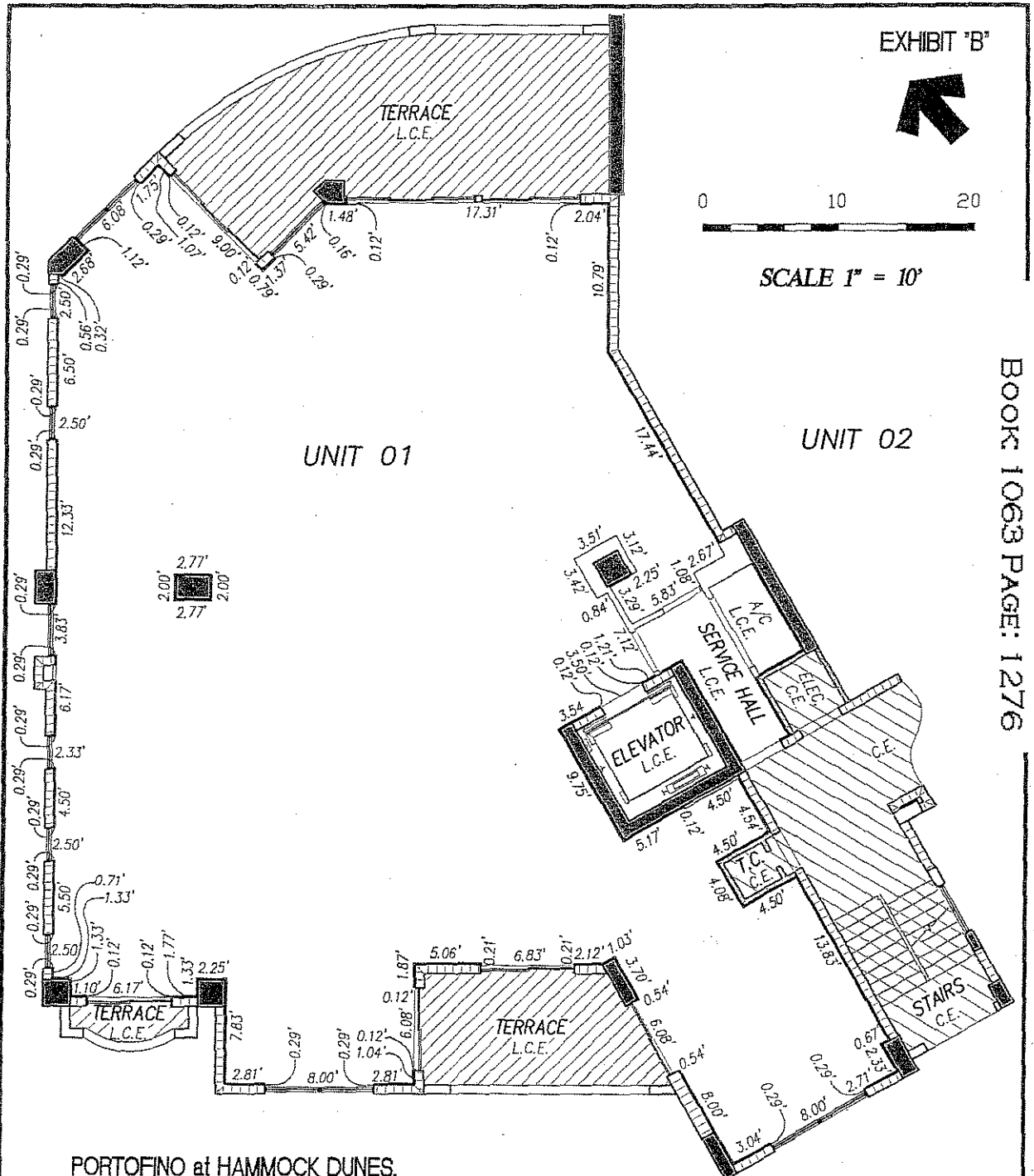
Hand projects: I2001\T1057WCI-A.dwg\Exhibit B\COND-04-11,12 LANAI LEVEL.dwg 02/11/2004 01:22:30 PM PST

**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH      FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600      Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com      website: www.tomoka-tomoka-eng.com

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**LANAI LEVEL - UNIT 106**



SCALE 1" = 10'



M:\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDO-sh 13-18 TYP FLOOR PLAN.dwg 02/11/2004 01:23:49 PM PST

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM  
SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA  
TYPICAL FLOOR PLAN - (NORTH WING)  
FLOORS 2 THROUGH 9



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office 800 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone 386-257-1500 Fax 386-257-1501  
web: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

0 10 20

SCALE 1" = 10'

EXHIBIT 'B'

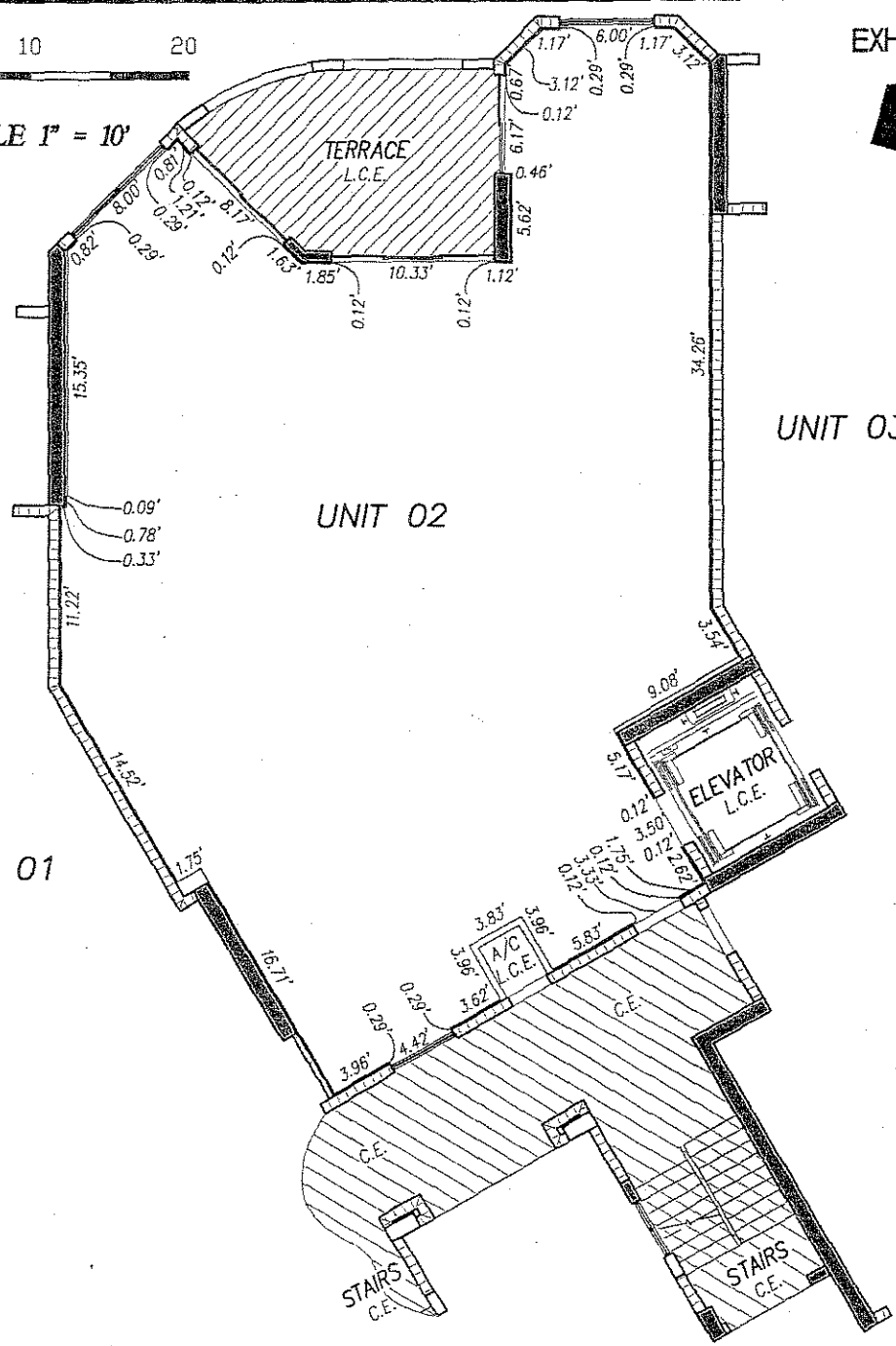


BOOK 1063 PAGE: 1277

UNIT 01

UNIT 02

UNIT 03



PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (NORTH WING)  
FLOORS 2 THROUGH 9



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 800 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-4600 Fax: 386-257-4601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

M:\land projects T2001\T1057\WCI-A\dwg\Exhibit B\CONDG-sh 13-18 TYP FLOOR PLAN.dwg 02/11/2004 01:23:49 PM PST

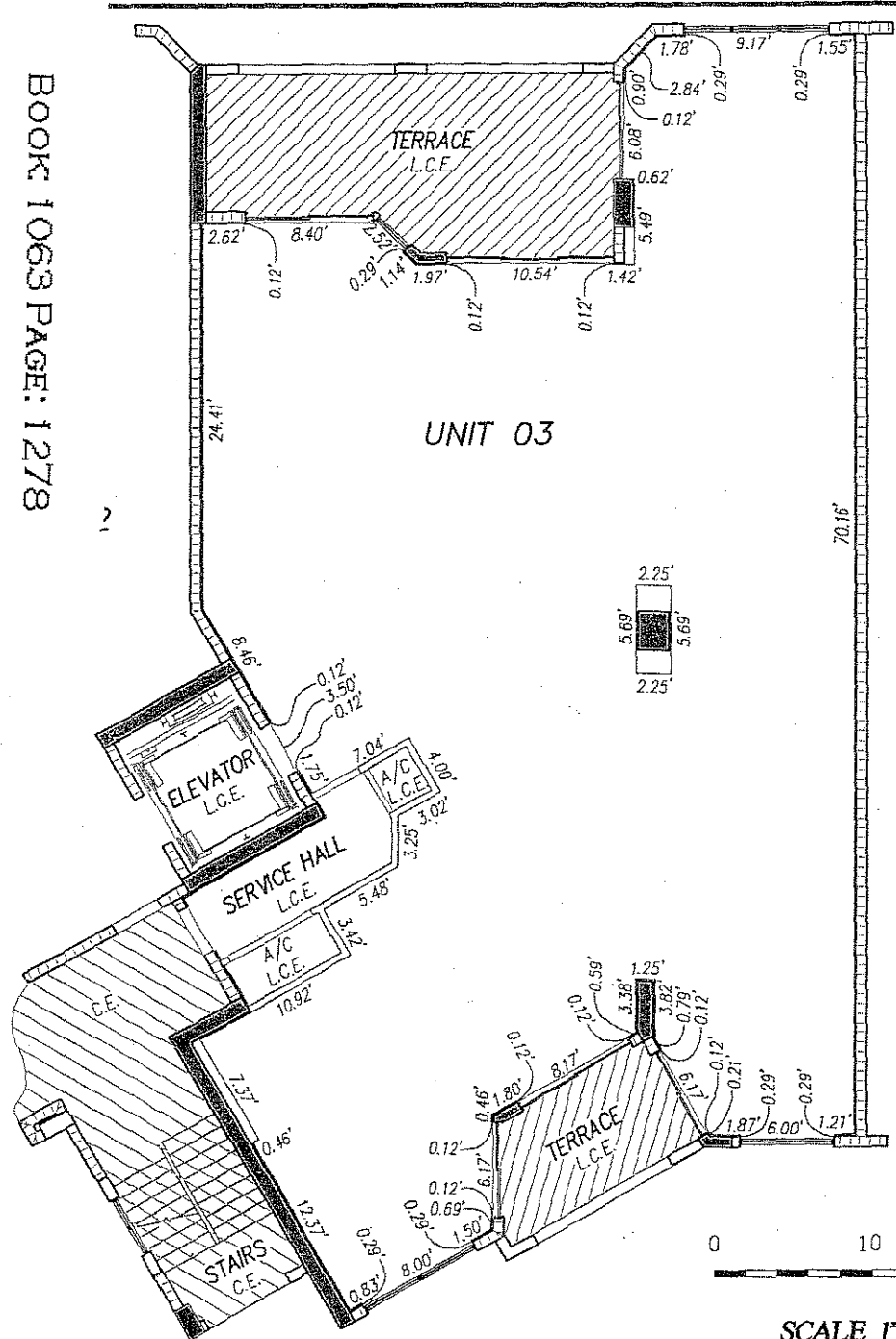
DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 14 OF 27 SHEETS

BOOK 1063 PAGE: 1278

EXHIBIT "B"



PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (NORTH WING)  
FLOORS 2 THROUGH 9



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH      FLAGLER/PALM COAST  
Main Office: 900 S. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600      Fax: 386-257-1601  
email: tomoka@tomoka-eng.com      website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057/WCI-A

SHEET 15 OF 27 SHEETS

M:\land projects T2001\T1057\WCI-A\dwg\EXHIBIT B\COND0-sh 13-1B TYP FLOOR PLANGWG 02/11/2004 04:23:49 PM PST



EXHIBIT "B"

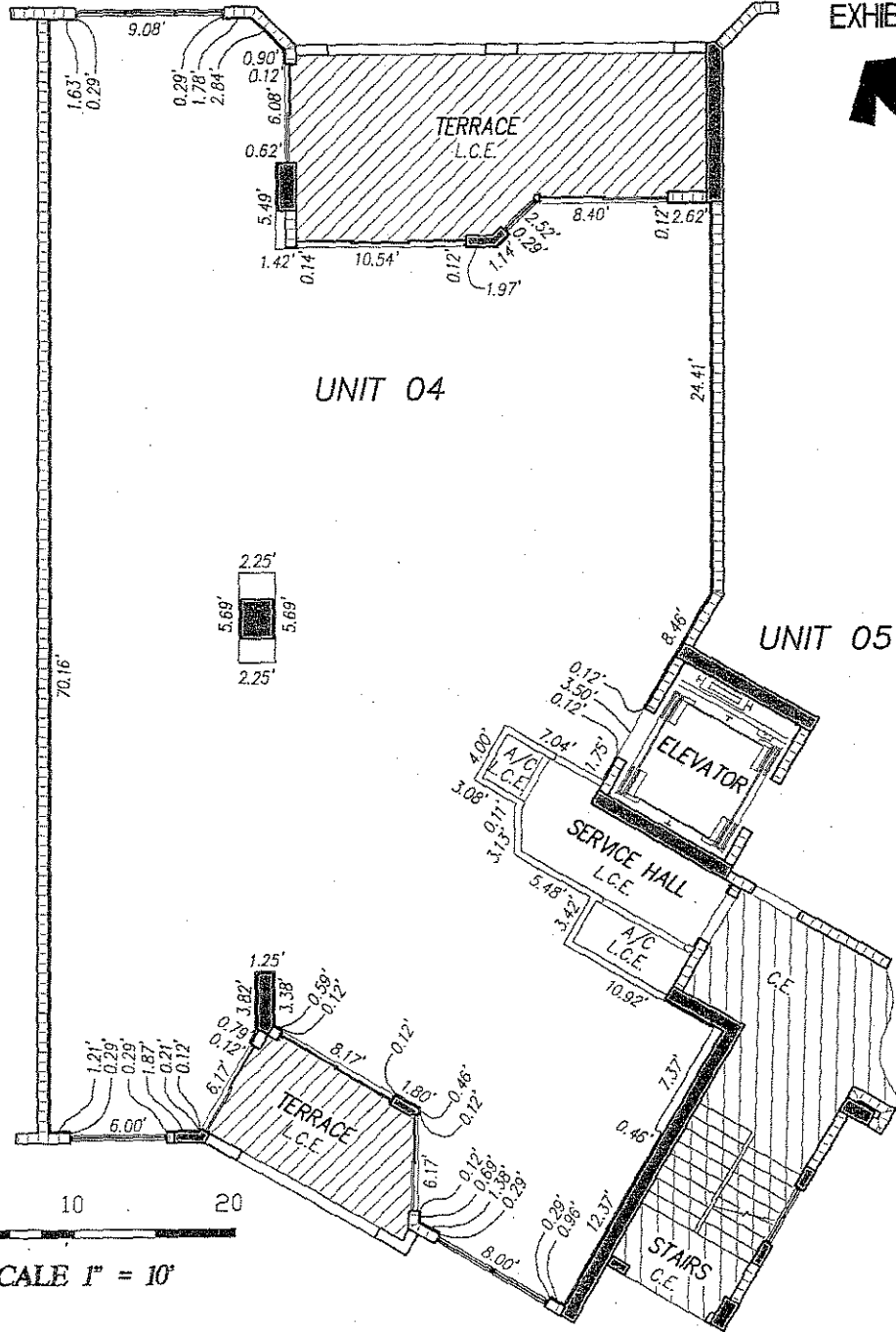


UNIT 03

UNIT 04

UNIT 05

BOOK 1063 PAGE: 1279



PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 TYPICAL FLOOR PLAN - (SOUTH WING)  
 FLOORS 2 THROUGH 9



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 16 OF 27 SHEETS

M:\land\_projects\_T2001\T1057WCI-A\eng\Exhibit BYCONDO-sh 13-18 TYP FLOOR PLAN.dwg 02/11/2004 01:23:49 PM PST

0 10 20

SCALE 1" = 10'

EXHIBIT "B"

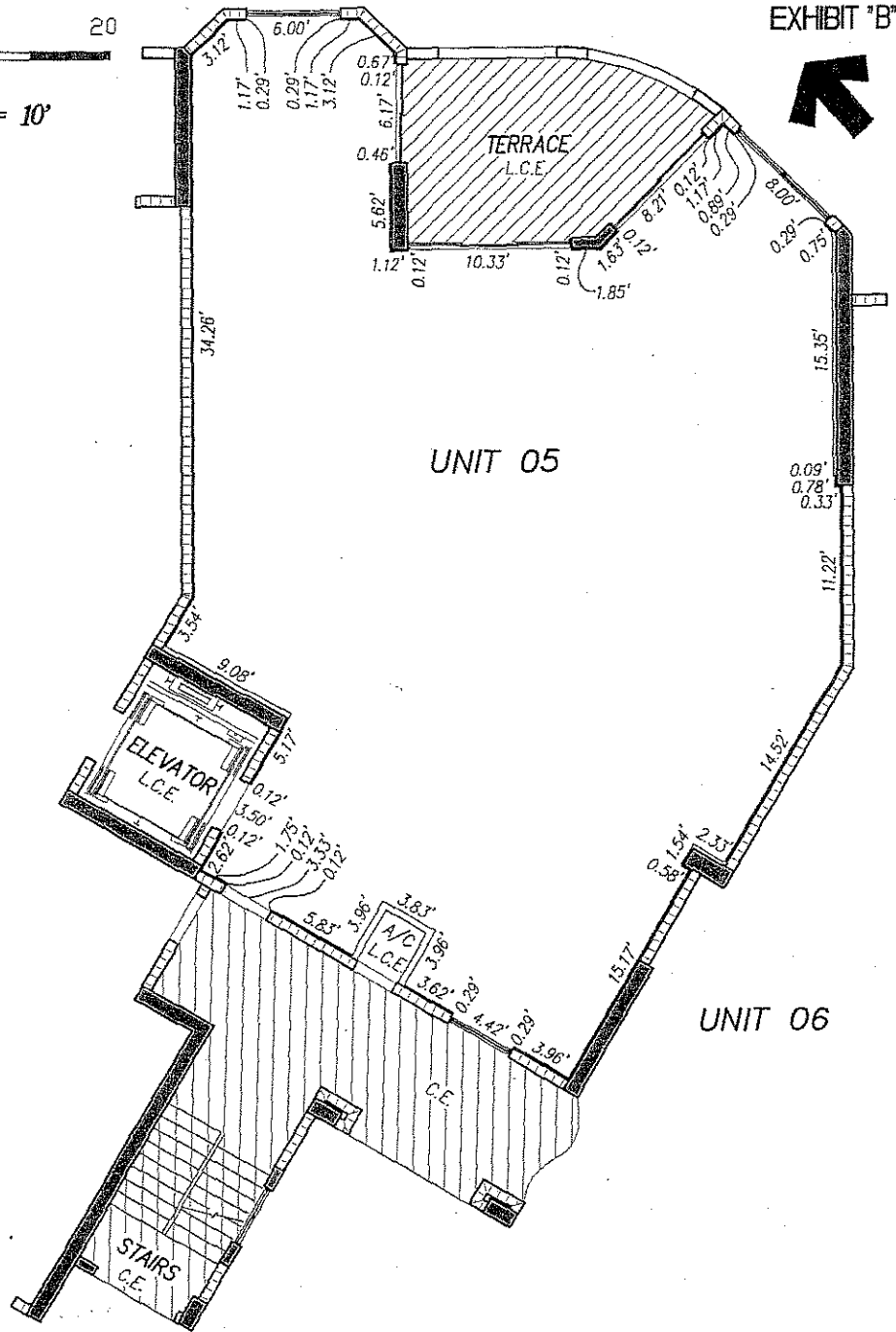


UNIT 04

BOOK 1063 PAGE: 1280

UNIT 05

UNIT 06



PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (SOUTH WING)  
FLOORS 2 THROUGH 9



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 17 OF 27 SHEETS

M:\land projects T2001\T1057WCI-A\dwg\Exhibit B\CONDO-sh 13-18 TYP FLOOR PLAN.dwg 02/11/2004 01:23:49 PM PST

0 10 20

SCALE 1" = 10'

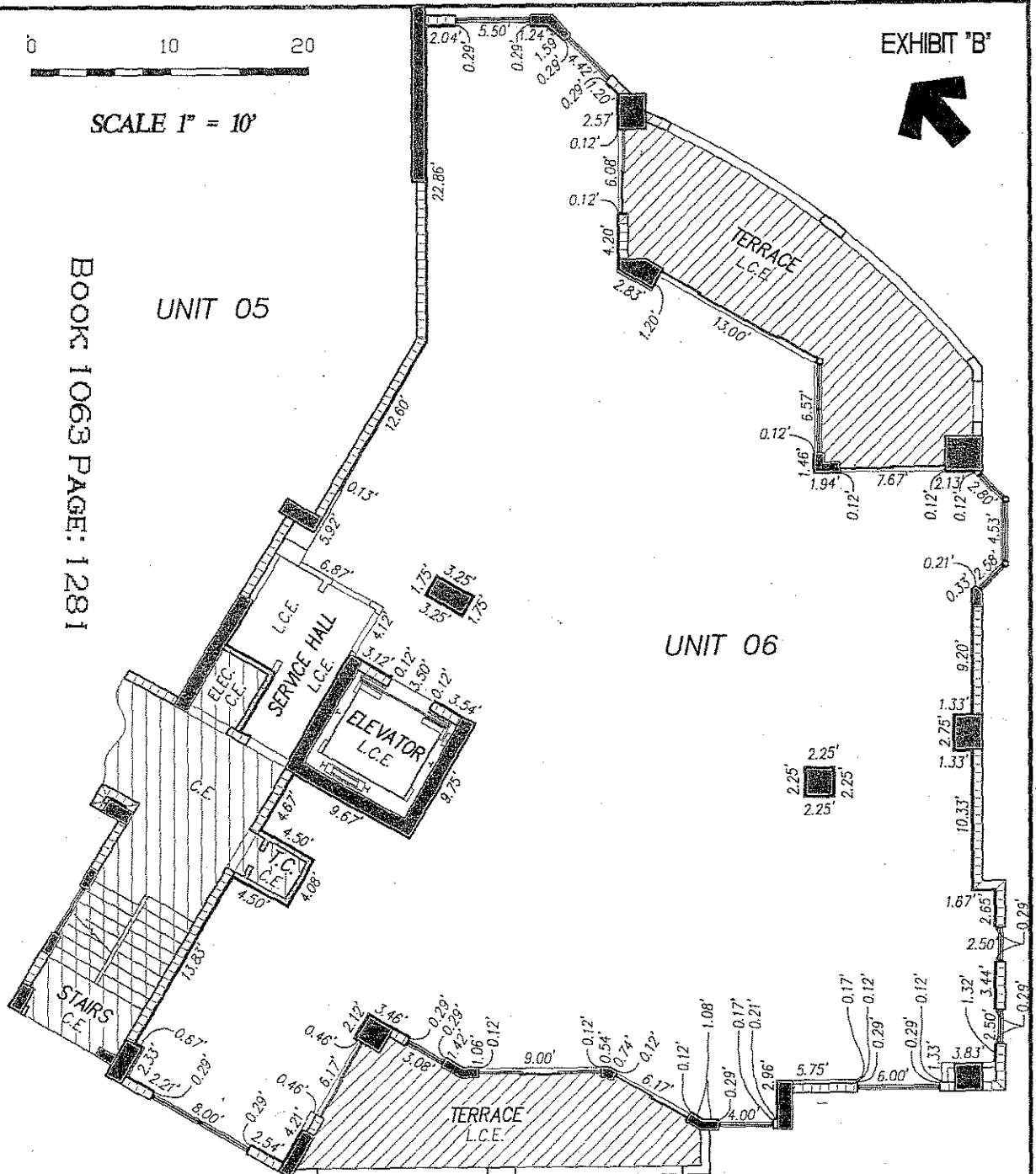
EXHIBIT "B"



BOOK 1063 PAGE: 1281

UNIT 05

UNIT 06



PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

TYPICAL FLOOR PLAN - (SOUTH WING)

FLOORS 2 THROUGH 9



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

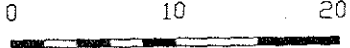
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
e-mail: tomoka@tomoka-eng.com website: www.tomokathomoka-eng.com

DATE ISSUED: 05/07/2003

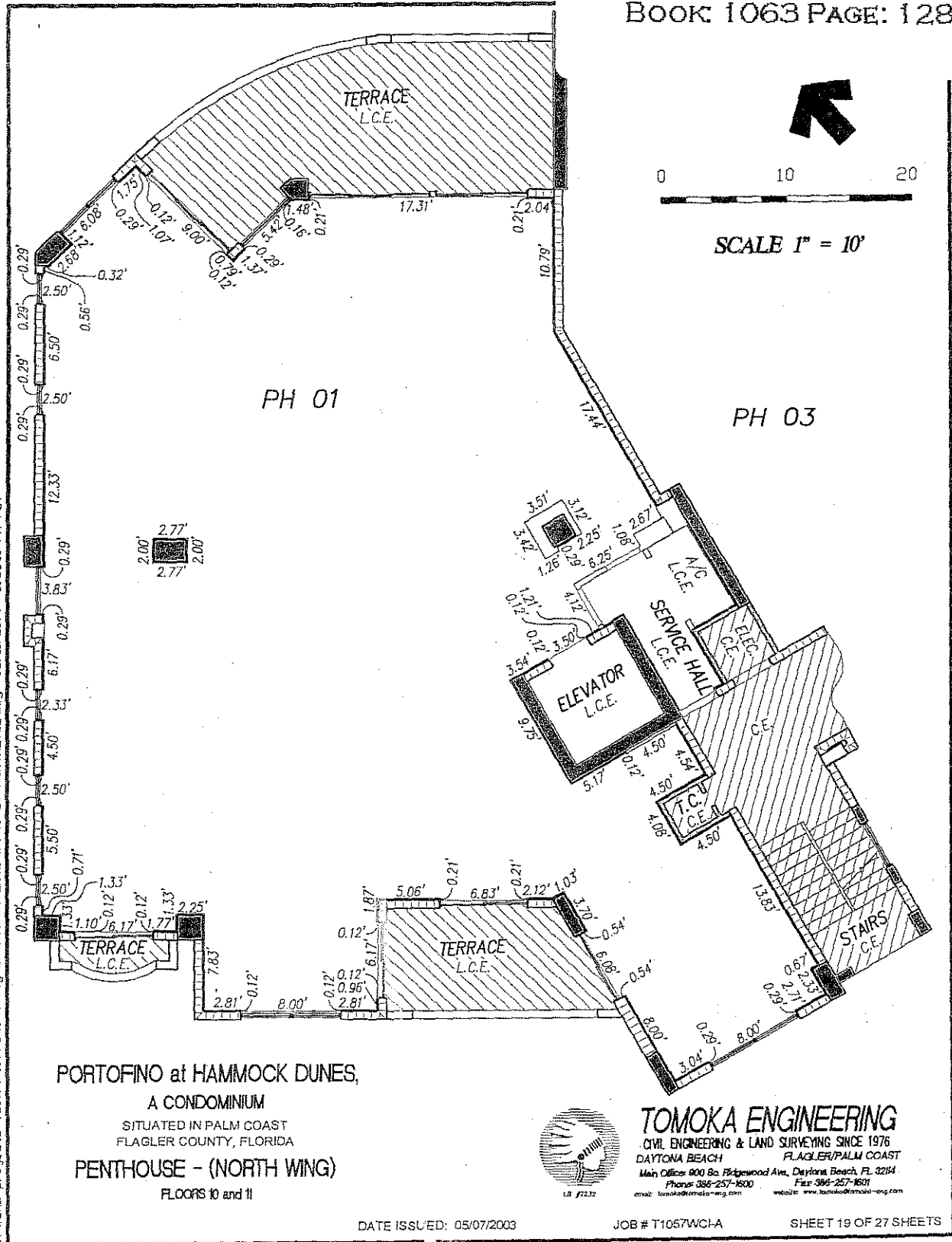
JOB # T1057WCI-A

SHEET 18 OF 27 SHEETS

H:\land projects\T1057WCI-A\dwg\Exhibit B\COND0-sh 13-18 TYP FLOOR PLAN.dwg 02/11/2004 01:23:49 PM PST



SCALE 1" = 10'



M:\land projects T2001\T1057WCI-A\dwg\Exhibit B\COND-Ph 19-22 PENTHOUSE.dwg 02/11/2004 01:26:10 PM PST

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 PENTHOUSE - (NORTH WING)  
 FLOORS 10 and 11



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Flagwood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 19 OF 27 SHEETS

0 15 30

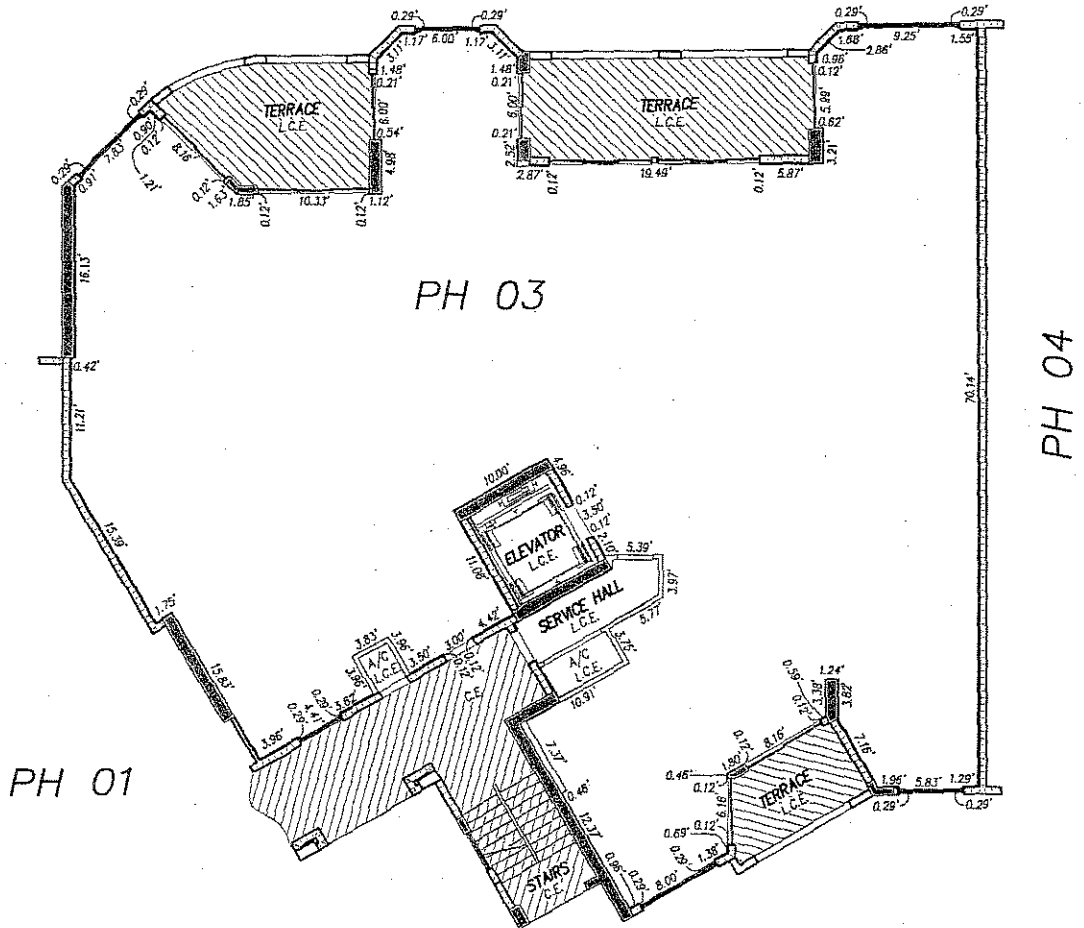


SCALE 1" = 15'

EXHIBIT 'B'



Book 1063 PAGE: 1283



PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 PENTHOUSE - (NORTH WING)  
 FLOORS 10 and 11



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH      FLAGLER/PALM COAST  
 Main Office: 800 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1800      Fax: 386-257-1801  
 email: tomoka@tomoka-eng.com      website: www.tomoka@tomoka-eng.com

M:\land projects\T2001\T1057WCI-A\dwg\Exhibit B\COND-D-sh 19-22 PENTHOUSE.dwg 02/11/2004 01:26:10 PM PST

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

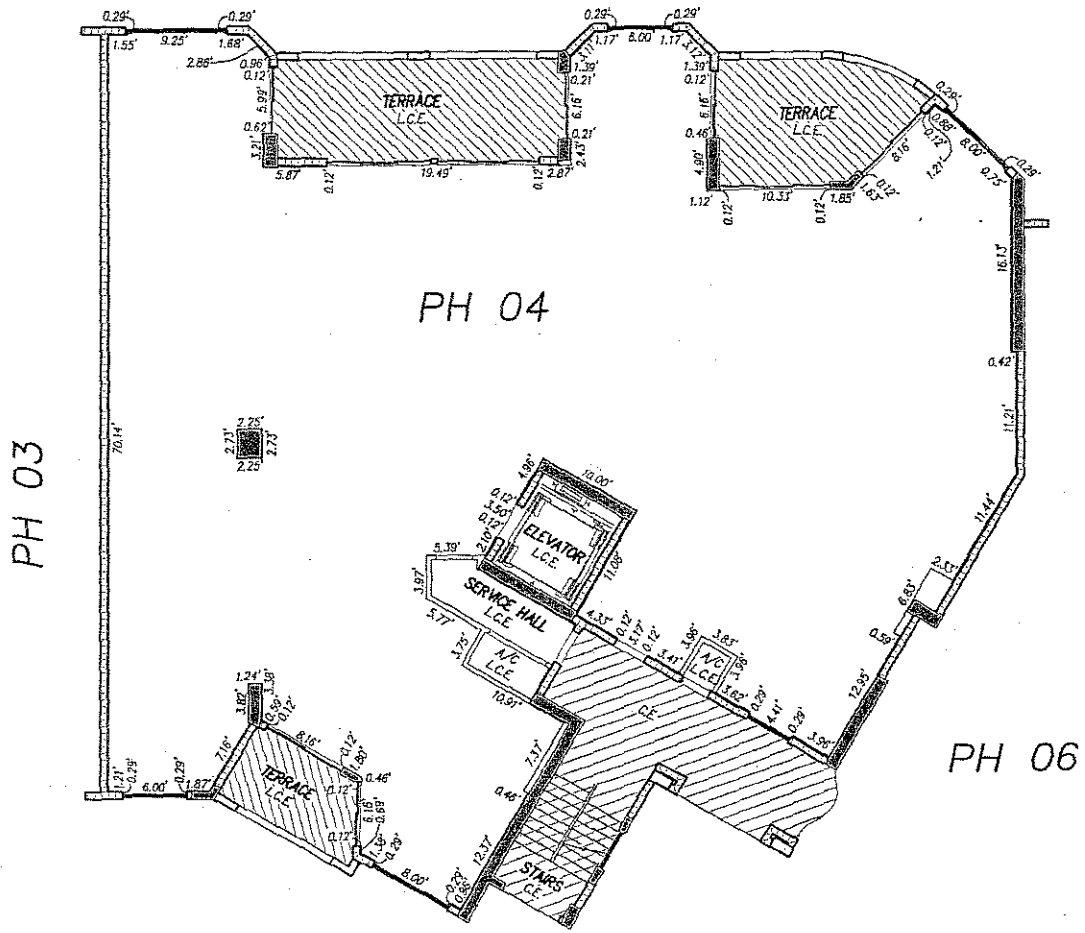
SHEET 20 OF 27 SHEETS

0 15 30

EXHIBIT 'B'

SCALE 1" = 15'

BOOK 1063 PAGE: 1284



M:\land projects\T1057WCI-A.dwg\Exhibit B\CONDO-sh 19-22 PENTHOUSE.dwg 02/11/2004 01:26:10 PM PST

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
**PENTHOUSE - (SOUTH WING)**  
 FLOORS 10 and 11



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 800 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 em:2 tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 21 OF 27 SHEETS

BOOK 1063 PAGE: 1285



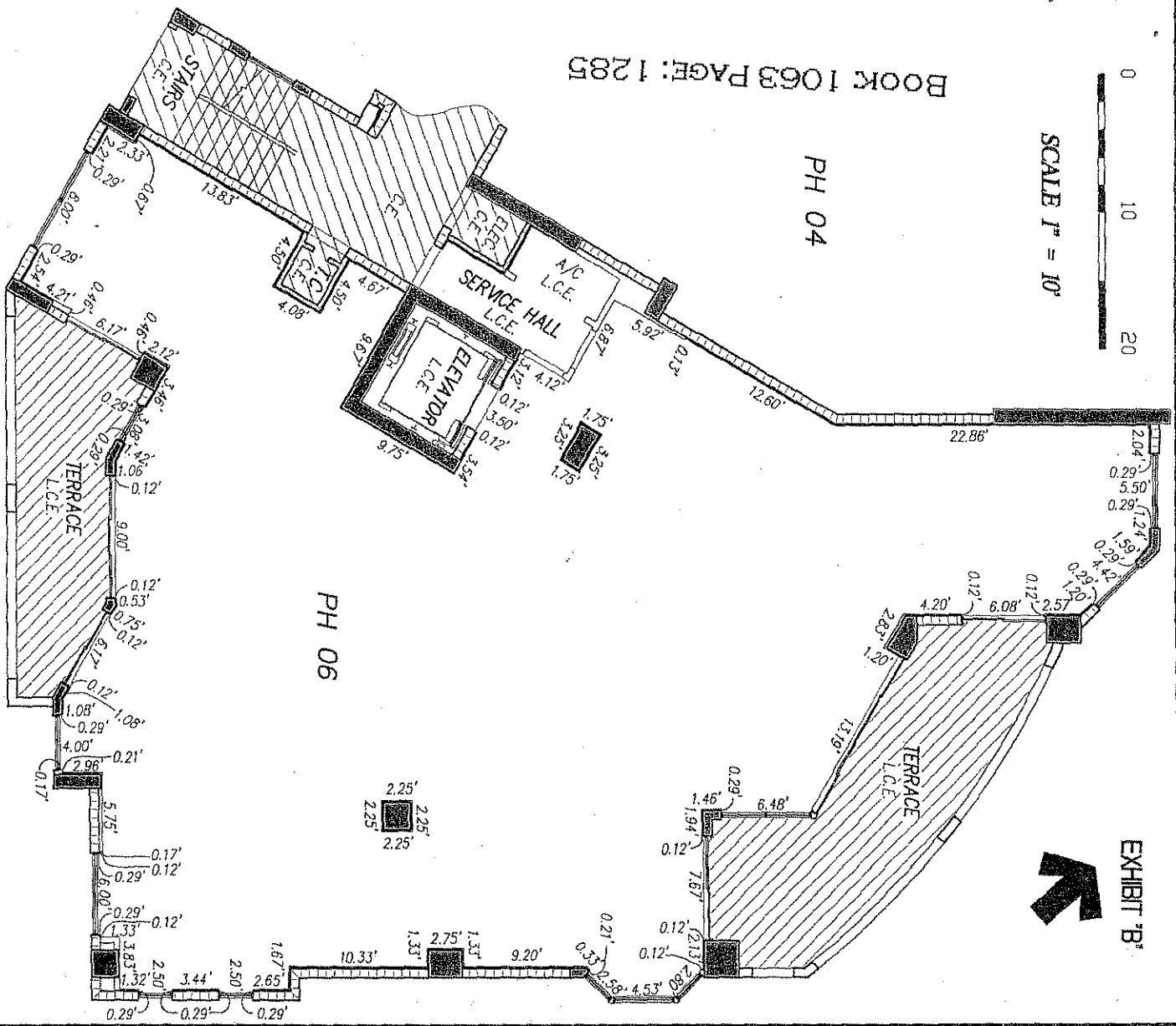
SCALE 1" = 10'

EXHIBIT 'B'



PH 04

PH 06



PORTOFINO at HAMMOCK DUNES

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

PENTHOUSE - (SOUTH WING)

FLOORS 10 and 11

DATE ISSUED: 05/07/2003



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH  
FLAZZEVILLE/PALM COAST  
Main Office 800 So. Ridgeland Ave. Daytona Beach, FL 32114  
Phone: 386-257-8500 Fax: 386-257-8501  
e-mail: tomoka@tomoka-eng.com website: www.tomoka-engineering.com

JOB # T1057\VC1-A

SHEET 22 OF 27 SHEETS

0 30 60

SCALE 1" = 30'

EXHIBIT 'B'



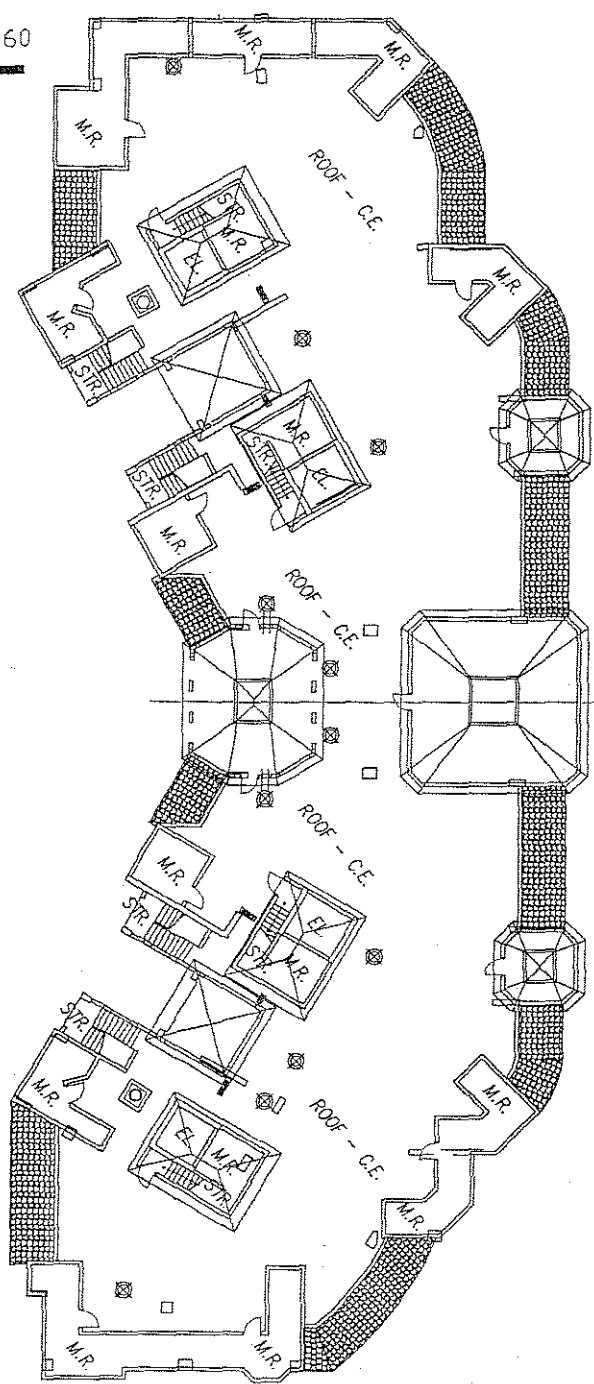
BOOK 1063 PAGE: 1286

LEGEND:

STR. STAIRS - C.E.

EL. ELEVATOR - C.E.

M.R. MECHANICAL ROOM - C.E.



M:\land\_projects\T2001\T1057\WCI-A\dwg\Exhibit B\CEN1010-sh 23 ROOF PLAN.dwg 02/11/2004 01:28:01 PM PST

PORTOFINO at HAMMOCK DUNES,  
A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

ROOF PLAN - OVERALL LAYOUT



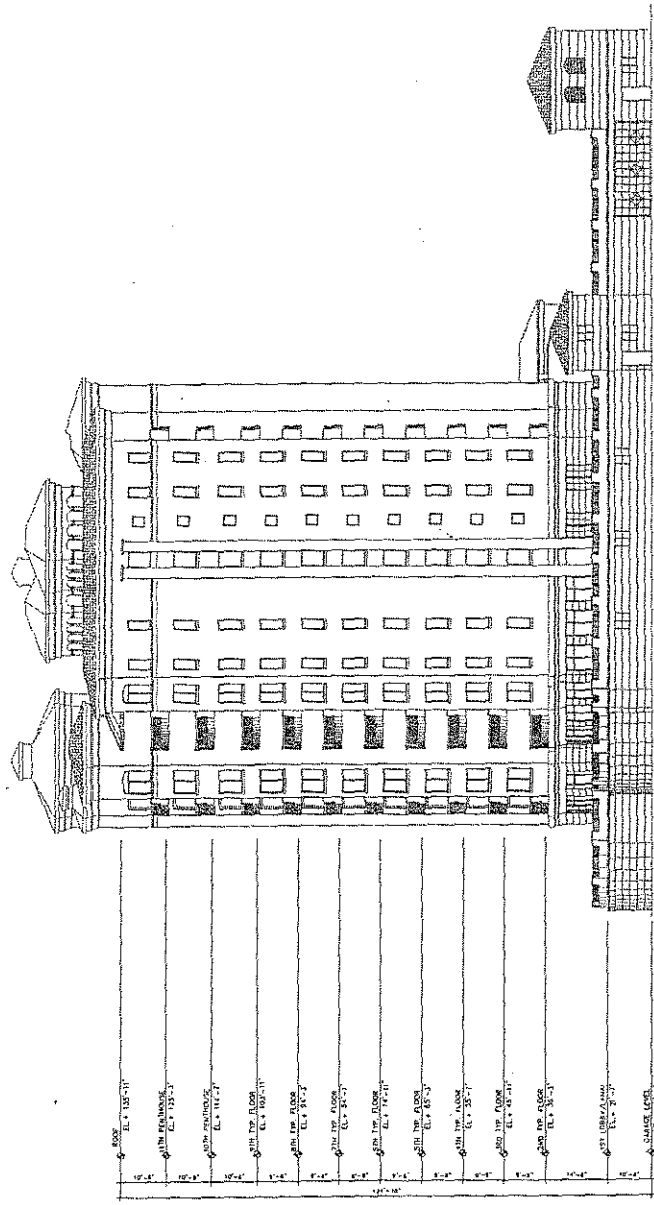
**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 23 OF 27 SHEETS





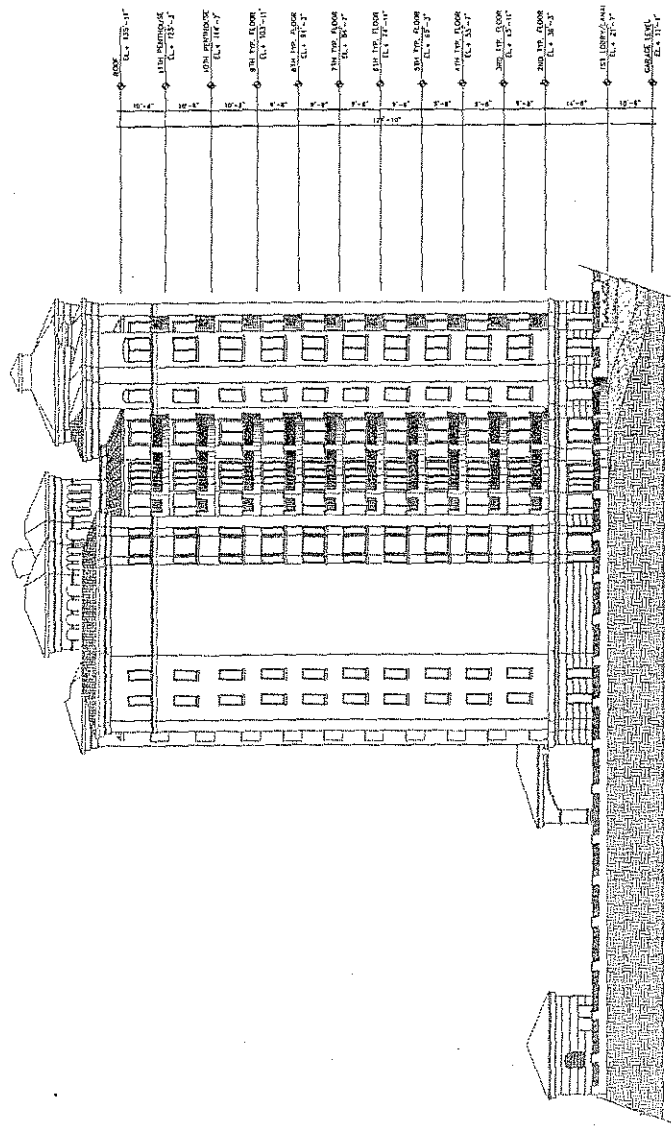
NORTH ELEVATION

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 ELEVATION - NORTH



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com web site: www.tomoka@tomoka-eng.com

C:\Users\j... \AppData\Local\Temp\1057WCI-A\1057WCI-A.dwg

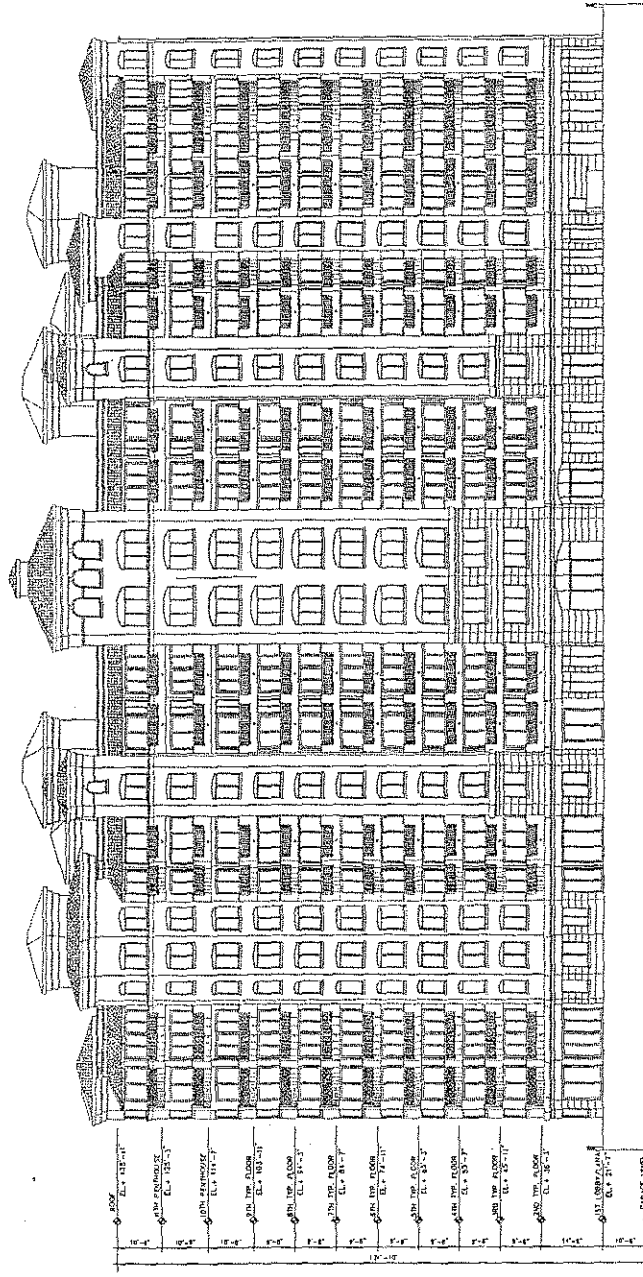


SOUTH ELEVATION

PORTOFINO at HAMMOCK DUNES,  
 A CONDOMINIUM  
 SITUATED IN PALM COAST  
 FLAGLER COUNTY, FLORIDA  
 ELEVATION - SOUTH



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com



EAST ELEVATION

Planned Projects: T1057WCI-A-Arched Elevation - 02/11/2004 01:45:08 PM PST

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

ELEVATION - EAST



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

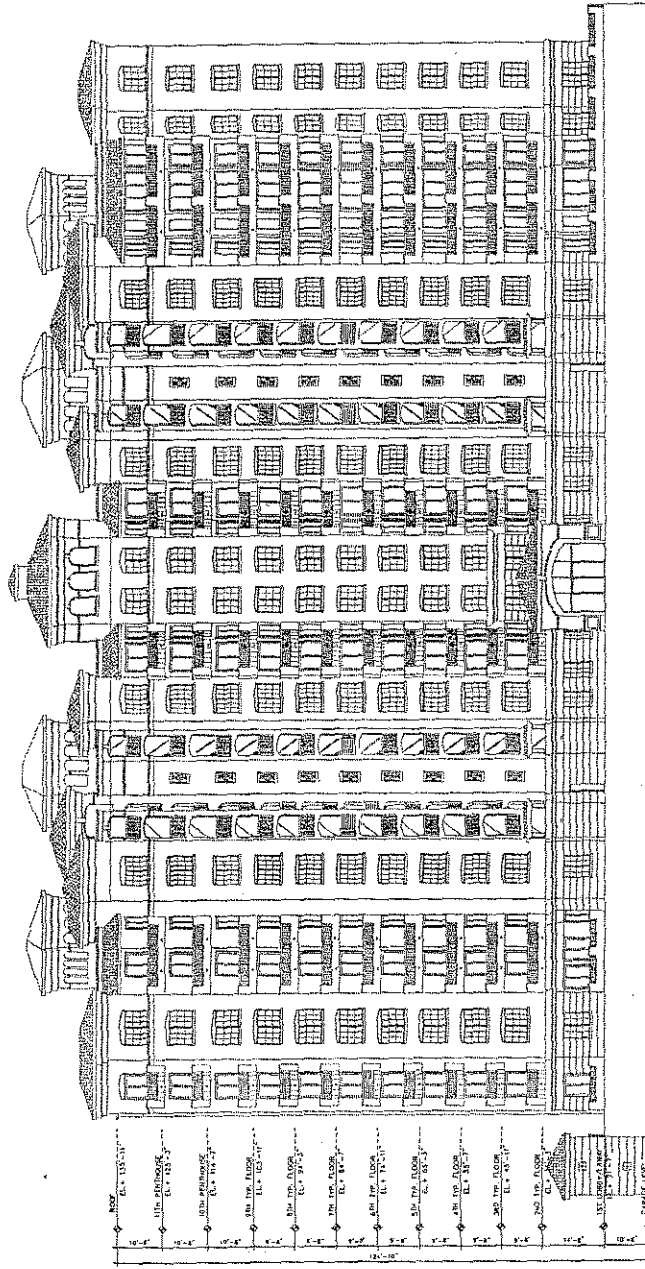
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601

email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 26 OF 27 SHEETS



WEST ELEVATION

PORTOFINO at HAMMOCK DUNES,

A CONDOMINIUM

SITUATED IN PALM COAST  
FLAGLER COUNTY, FLORIDA

ELEVATION - WEST



LB #2232

**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114

Phone: 386-257-1600

Fax: 386-257-1601

email: tomoka@tomoka-eng.com

web site: www.tomokaup.com

DATE ISSUED: 05/07/2003

JOB # T1057WCI-A

SHEET 27 OF 27 SHEETS



I HEREBY CERTIFY this to be a true  
 and correct copy of the original  
 as filed with me in the  
 17th JUDICIAL CIRCUIT  
 IN PALM BEACH COUNTY, FLORIDA  
 9/03