

2. Alteration and Improvement. The Board of Directors shall determine the exterior color scheme of the building. Other than painting and color decisions, the Board of Directors may authorize alterations or improvements including sale or modification of the common areas, provided that the cost thereof does not exceed ten percent (10%) of the annual budget in value or expense. Any modification, sale, alteration or improvement that exceeds ten percent (10%) of the annual budget in value or expense, shall not be made unless approved in writing by the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the common elements. No Owner, at any time, may make any exterior change, modification or addition of any type or nature unless advance written permission is obtained from the Board of Directors, which permission may be declined in the discretion of the Board.

ARTICLE VII

ASSESSMENTS

The making and collection of assessments against Unit Owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share of Common Expenses. Each Unit Owner shall be liable for share of the common expenses as set out in Exhibit "B."

B. Assessments. Assessments shall be levied based on the budget as approved by the Board. Special Assessments may be levied as required for unanticipated expenses.

C. Individual Assessments. As provided in Article VI, B 2, g, individual assessments shall be levied against the Owner(s) involved.

D. Interest; Application of Payments. Assessments and installments on such assessments, paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid when due shall bear interest at the highest rate permitted by Florida law. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association may also charge a late fee as permitted by Florida law.

E. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien. The lien may be foreclosed as provided in Florida Statute 718.116.

F. Rental Pending Foreclosures. In any foreclosure of a lien for assessments, the Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

G. Assessments Pending Foreclosures. When the mortgagee of a first mortgage of record of a condominium Unit obtains title to the condominium Unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title shall be liable for not more than one year of past due assessment or one percent (1%) of the mortgage principal, whichever is less.

H. Collection from Tenant. Prior to occupancy by the lessee, a true copy of the lease shall be delivered to the Association. Such lease shall contain (or if it does not, shall be deemed to contain) an agreement by the Unit Owner and the lessee that if the Unit Owner becomes delinquent in the payment of any assessments or other charges due the Association, then upon written notice to the Unit Owner and the lessee, the lessee shall remit all rental payments directly to the Association. All such payment shall be applied to the amounts owed to the Association by the Unit Owner.

ARTICLE VIII

ASSOCIATION

The operation of the condominium shall be by VILLA TOWERS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "C."

B. The Bylaws. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached hereto as Exhibit "D."

C. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair caused by any condition of the property to be maintained and repaired by the Association, or caused by the elements or by other Owners or persons.

D. Restraint upon Assignment of Shares in Assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

E. Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.