

NOTE: SUBSTANTIAL REWORDING OF ENTIRE DECLARATION. SEE ENTIRE ORIGINAL DECLARATION FOR PRESENT TEXT.

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
THE ROYALE RIVIERA, A CONDOMINIUM**

KNOW ALL PERSONS BY THESE PRESENTS:

THE AMENDED DECLARATION OF CONDOMINIUM OF THE ROYALE RIVIERA, A CONDOMINIUM was recorded at Official Record Book 325, Page 271, Public Records of Indian River County, Florida, and was re-recorded at Official Record Book 337, Page 201, Public Records of Indian River County, and was amended thereafter. The Declaration of Condominium is hereby amended in part and restated in its entirety.

**Section 1. SUBMISSION TO CONDOMINIUM OWNERSHIP.** This Amended and Restated Declaration of Condominium is made by The Royale Riviera Association, Inc., a Florida corporation not for profit. The land described in this Declaration and the improvements located on the land have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration.

**Section 2. NAME AND ADDRESS.** The name of the Condominium subject to this Amended and Restated Declaration is The Royale Riviera, a Condominium. The mailing address for this Condominium is 935 East Causeway Boulevard, Vero Beach, Florida 32963.

**Section 3. DEFINITIONS.** The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

3.1 "Approved Mortgagee" means and refers to any holder of a mortgage on a Unit who provides written notice to the Association setting forth the name of such holder, the address of such holder, the date of the mortgage and the Unit secured. The term "Approved Mortgage" shall mean a mortgage held by an Approved Mortgagee. The Association shall maintain a roster of Approved Mortgagees.

3.2 "Articles" means the Amended and Restated Articles of Incorporation, or if applicable, the original Articles of Incorporation, as amended from time to time.

3.3 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Units. Assessments shall be levied against each Owner in a percentage, equal to that Owner's undivided share in the common elements and common surplus.

3.4 "Association" means The Royale Riviera Association, Inc., a Florida corporation not for profit, its successors, assigns and legal representatives.

3.5 "Association Certificate" means a certificate of the Association in recordable form signed by the president or vice-president and secretary or assistant secretary of the Association.

3.6 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

3.7 "Building and Improvements" means the structures and improvements on the Properties, but does not include any improvements added by Owners after the original construction of the building.

3.8 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.

3.9 "By-Laws" mean the Amended and Restated By-Laws, as amended from time to time.

3.10 "Common Elements" means all portions of the condominium property of each Condominium not included within the Units, but not Association property.

3.11 "Condominium" means The Royale Riviera, A Condominium.

3.12 "Condominium Act" means the condominium act in existence on the date of recording of this Declaration, unless the context states otherwise.

3.13 "Condominium Documents" means and includes this Amended and Restated Declaration and all recorded exhibits, including Amended and Restated Articles of Incorporation and By-Laws, as amended from time to time.

3.14 "County" means Indian River County, Florida.

3.15 "Declaration" means this Amended and Restated Declaration, as amended from time to time.

3.16 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

3.17 "Guest" means any person who: (a) is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without

requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence of occupancy; (b) is not the Owner or lessee of the Unit in which he or she is present; and (c) is not a member of the family of the Owner or lessee of the Unit in which he or she is present. Notwithstanding the foregoing, an Owner or lessee of the Unit in which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Unit. Furthermore, a member of the family of the Owner or lessee of a Unit shall be considered a Guest unless he or she is a permanent occupant of such Unit. A "permanent occupant" means a person who does not have a permanent residence other than this Condominium.

3.18 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Unit which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage. "Institutional Mortgage" means a mortgage held by an Institutional Mortgagee.

3.19 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.

3.20 "Limited Common Elements" means and refers to those common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration.

3.21 "Member" or "Member of the Association" means a record Owner of a Unit, subject to the provisions of Section 14.1.B below, but shall not include persons who hold an interest merely as security for the performance of an obligation.

3.22 "Occupy" shall mean and refer to the act of being physically present in a Unit for any period of time. "Occupant" is a person who occupies a Unit. A "permanent occupant" means an Owner or lessee of a Unit or a member of such Owner's or lessee's family who regularly resides in such Unit.

3.23 "Original Declaration" shall mean and refer to the declaration of condominium of The Royale Riviera, A Condominium, as recorded at Official Record Book 325, Page 271, and re-recorded in Official Record Book 337, Page 201, Public Records of Indian River County, Florida; as amended prior to this date.

3.24 "Owner" or "Unit Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Unit, but excludes those having such interests merely as security for the performance of an obligation.

3.25 "Plans and Specifications" means the plans and specifications prepared for the Buildings and Improvements.

3.26 "Properties" means the Condominium property (Units, common elements and limited common elements) and Association property.

3.27 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Units, and the operation of the Association.

3.28 "Unit" means and refers to that portion of the Condominium property which is subject to exclusive ownership, as set forth in this Declaration. There are two types of Units as follows:

- A. Apartment Units 101 through 109, 201 through 209, 301 through 309, 401 through 409, 501 through 509, and 601 through 609 (sometimes referred to in this Declaration as "Apartments") and
- B. Covered parking facilities numbers 1 through 27 (sometimes referred to in this Declaration as "Covered Parking Facilities").

3.29 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Apartment Unit collectively are entitled to one vote in Association matters.

#### **SECTION 4. DESCRIPTION OF CONDOMINIUM PROPERTY AND IMPROVEMENTS; SURVEY AND PLANS.**

4.1 Entire Condominium. This Condominium consists of that property legally described in Exhibit "A" attached to and made a part of this Declaration. There are a total of 54 Apartments and 27 Covered Parking Facilities.

4.2 Survey and Plot Plans. Attached to this Declaration as Exhibit "B" is a survey of the land and plot plans, which graphically describe the improvements in which Units are located, and which show all the Units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements; along with which was attached a certificate of a surveyor. Together with this Declaration, the foregoing are in sufficient detail to identify each Unit, the common elements and limited common elements and their relative locations and dimensions.

4.3 Apartment Unit Boundaries.

The boundaries of the Apartment Units shall include that part of the building containing an Apartment Unit which lies within the boundaries of the Apartment Unit, which boundaries are as follows:

- A. Upper boundary -
  - 1. Apartment Units next to the roof - the plane of the roof slab which serves as a ceiling.
  - 2. Other Apartment Units - the plane of the under surfaces of the floor slab of the floor above.
- B. Lower boundary - above the concrete slab.
- C. Vertical boundaries. The vertical boundaries of the Apartment Unit shall be:
  - 1. Exterior building walls - the exterior of the outside walls of the building bounding an Apartment Unit. However, as to the end Units on the east (stack nine) and west (stack one) sides of the building, the vertical boundary is adjacent to the stairwell wall. Where there is attached to the building a balcony, or other portion of the building serving only the Apartment Unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon.
  - 2. Interior building walls dividing one Apartment Unit from another Apartment Unit - the unfinished surfaces of the interior building walls, that is, the backside of the drywall/plaster.

4.4 Personal Property of the Owners. Any improvement added to the common elements, limited common elements or building exteriors installed by an Owner after the original construction of the building, including the sliding glass doors installed by the Owner at the edge of the balcony, or installed by the developer as an upgrade which is not reflected on Exhibit "B" to this Declaration, shall retain the character of personal property of the particular Owner and shall not be considered Condominium or Association property. The foregoing is hereinafter referred to as the "Owners' Personal Property".

**SECTION 5. EASEMENTS.** Each of the easements and easement rights referred to in this Section 5, is reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the

Condominium. None of the easements specified in this Section 5 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. The following easements lie in addition to those provided for in the Condominium Act:

5.1 Encroachments. If any Unit encroaches upon any of the common elements or Association property for any reason other than the intentional act of an Owner, or if any common elements or Association property encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

5.2 Ingress and Egress. Easements over the common elements and Association property for ingress and egress, to Units and public ways, to the Condominium. Proviso. The Association shall be permitted to install speed bumps or speed humps, without being considered to have unreasonably impaired any easement rights, but only upon the approval of the Board of Directors and the vote of a majority of those voting interests of the Owners present in person and by proxy at an Owners' meeting.

5.3 Maintenance, Repair and Replacement. Easements through the Units, common elements and Association property for maintenance, repair and replacements.

5.4 Utilities. Easements through the common elements and Association property and Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other Units and the common elements.

5.5 Public Services. Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium and Association property.

5.6 Support. There is an easement for support of each Unit.

## **SECTION 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.**

6.1 Condominium Parcels. Each Unit is described and located on Exhibit "B" to this Declaration. The Owner(s) of each Unit shall own that undivided share in the common elements and the common surplus as set forth in Exhibit "C" attached to and made a part of this Declaration.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium property, including without limitation the following:

- A. An undivided ownership share in the land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and By-Laws of the Association, attached to this Declaration as Exhibits "D" and "E", respectively.
- C. The exclusive right to use the limited common elements reserved for the Unit, and the right to use the common elements.
- D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- E. Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitute a "Condominium Parcel".

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Properties in accordance with the purposes for which they are intended, but no use of the Unit or of the Properties may unreasonably interfere with the rights of other Owners of other persons having rights to use the Properties. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Properties, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

6.4 Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, a tenant shall have all use rights Association property and common elements otherwise readily available for use generally by Owners, and the Owners shall not have such rights except as a Guest. Nothing in this Section 6.4 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Board of Directors of the Association shall have the right to adopt Rules and Regulations to prohibit dual usage by an Owner and a tenant of the Association property and common elements otherwise readily available for use generally by Owners.

6.5 Use Fee. The Association, by and through its Board of Directors, is empowered to charge a use fee for use of the recreational facilities.

## **SECTION 7. COMMON ELEMENTS.**

7.1 Common Elements Defined. The common elements are as defined in Section 3.10 above.

7.2 Restraint Upon Separation and Partition of Common Elements. The undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. No action shall lie for partition of the common elements.

## **SECTION 8. LIMITED COMMON ELEMENTS.**

8.1 Description of Limited Common Elements. Certain common elements have been designated as limited common elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The limited common elements and the Units to which their use has been designated are as described in this Declaration. The following common elements are hereby designated as limited common elements:

- A. Heating and Air Conditioning System. The entire air conditioning/heating system, including all appurtenances and lines, ducts and vents which are located within the common elements shall be a limited common element of the Unit so served.
- B. Appurtenances. All openings in the building, including but not limited to windows and doors, and their framing, sills, posts, threshold, weatherstripping, hardware and glass situated in the common elements which serve a Unit concerned is a limited common element of the Unit so served. However, if same is Owners' Personal Property, then same is not a limited common element.
- C. Others. Any part of the common elements connected to or exclusively serving a single Unit, and which is specifically required in Section 11 of this Declaration to be maintained, repaired, or replaced by or at the expense of the Owner, shall be deemed a limited common element of the Unit so served.

**SECTION 9. ASSOCIATION.** The operation of the Condominium is by The Royale Riviera Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to this Declaration and the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation attached as Exhibit "D", or if applicable, the original Articles of Incorporation, as amended from time to time.



9.2 By-Laws. The By-Laws of the Association shall be the Amended and Restated By-Laws attached as Exhibit "E", as amended from time to time.

9.3 Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and By-Laws. The Owners of each Apartment Unit shall collectively be entitled to that vote as more fully provided in the Articles of Incorporation and By-Laws.

9.4 Limitation on Liability.

- A. Notwithstanding its duty to maintain and repair certain Properties, the Association shall not be liable to the Owners for injury or damage caused by Properties which the Association has responsibility to maintain. In the event that any portion of the Properties for which the Owner has maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement of those Properties for which the Association has responsibility, the Owner shall bear the full risk of loss. The only exception under this Section 9.4.A is where the Association (whether for itself or its contractor) is guilty of gross negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). This Section 9.4.A shall also apply where the loss results in the course of the Association's reconstruction and repair after casualty.
- B. The Association shall in no event be liable for any damages resulting from an Owner's breach of his maintenance, repair and replacement responsibility under this Declaration.

9.5 Purchase, Conveyance, Leasing and Mortgaging of Real Property. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and convey same upon the prior vote of a majority of the entire voting interests of all Members of the Association. The Association shall be permitted to purchase Units and lease real property, with the approval of the Board of Directors only. The Association may mortgage real property. The Association shall be permitted to assign its assessment rights in connection with obtaining financing, but the assignment cannot pertain to reserves for deferred maintenance and capital expenditures required by the Condominium Act, nor to special assessments unrelated to payment of the debt in question.

**SECTION 10. ASSESSMENTS, CHARGES AND LIENS.** The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium

and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Properties, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts.

10.2 Share of Common Expenses. Each Owner (collectively) and each Unit in each Condominium shall be liable for that share of the common expenses equal to each Owner's share of ownership of the common elements as stated in Section 6.1 above.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Condominium Documents or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 10.8.A below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common element, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the common elements or Association property for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided by the Condominium Act.

10.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date

due until paid; and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time. (Currently, the maximum is the greater of \$25.00 or five (5%) percent of the late payment). Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

10.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees so long as not prohibited by the Condominium Act at the particular time, and including interest and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. Any claim of lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The claim of lien is effective from and has those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The claim of lien secures all unpaid assessments, applicable late fees, interest, costs and attorneys' fees coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien. The Association is empowered through the Board to assign its lien rights for recovery of unpaid assessments to a third party, to secure repayment of a loan entered into by the Association.

10.8 Priority of Lien; Liability of Mortgagees and Other Lienholders; Leases.

- A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act as amended from time to time.
- B. Leases. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the claim of lien unless prohibited by the Condominium Act from time to time.

Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to the appointment of a receiver, which may be the Association, to collect the rent. Such receiver shall be appointed pursuant to a court order in the foreclosure action. If some person other than the Association acts as receiver, then the cost of the receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgage foreclosure action.

10.10 Certificate As To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

10.11 Charges.

- A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; fines; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents.
- B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable.
- C. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, Charges, first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.
- D. Collection of a Charge. The Association may bring an action to recover a money judgment for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection,

including court costs and attorneys' fees, including those incurred in connection with appellate, bankruptcy and administrative proceedings. The Association may file a claim of lien for a Charge unless prohibited by the Condominium Act as amended from time to time.

**SECTION 11. MAINTENANCE, REPAIR AND REPLACEMENT; MAINTENANCE STANDARDS; ALTERATIONS AND IMPROVEMENTS.**

Responsibility for the protection, maintenance, repair and replacement of the Properties, and maintenance standards shall be as follows:

11.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be protected, maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. Common Elements and Association Property. All common elements and Association property.
- B. Limited Common Elements. No limited common elements.
- C. Apartment Units.
  - 1. The screens and struts on the balconies (north and east sides of the building).
  - 2. All lights on the exterior of the porches/patios.
- D. Exterminating. The Association shall be responsible to provide pest control to the common elements. In the event that in order for the Association to discharge its duty under this Section 11.1.D the building must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and Occupants shall be responsible to remove themselves and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself/herself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order requiring compliance with this Section 11.1.D.

11.2 Owner Maintenance. Each Owner is responsible, at his/her own expense, for the maintenance, repair, and replacement of the following Properties:

- A. Units. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary, except for those portions which are the responsibility of the Association under Section 11.1.D above. The Owner's responsibility shall include the entirety of the interior sliding glass doors (if any), exterior sliding doors on porches, entry doors and screen/storm doors and windows and their frames, casings, sills, threshold and hardware.
- B. Limited Common Elements. All limited common elements.
- C. Owners' Personal Property. All Owners' Personal Property, as defined in Section 4.4 above, shall be maintained, repaired and replaced by the Owner concerned.
- D. Miscellaneous Covenants and Understandings of Each Owner.
  - 1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high quality condition and appearance and/or which if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).
  - 2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.
  - 3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
  - 4. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Properties for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected or damage might be caused to such Properties.

5. Any Owner wishing to install any hard surface flooring materials (including but not necessarily limited to ceramic tile, marble and wood) in Units in areas other than the kitchen and baths, is required to insure that a sound control underlayment system is used which insulates against noise transmission. Installation of the sound control underlayment system shall include provisions for a perimeter isolation material which will insure that impact noises are not transmitted into other Unit(s) either directly through the floor or by planking through the surrounding walls. Written Board approval is required prior to such installation.
6. Each Owner is responsible for the expense of all decorating within his or her own Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.

11.3 Maintenance Standards for Owners and Occupants. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure a first class and high quality appearance of the Condominium at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high quality appearance. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration:

- A. Windows and Glass Doors. Broken or cracked glass shall be immediately replaced for safety concerns as well as cosmetic reasons.
- B. Screens and Screen Frames on the South Side of the Building. Torn, cut or otherwise damaged screening and damaged screen frames on the south side of the building shall be replaced with new materials as reasonably soon as possible after the damage occurs. Screen frames shall maintain in high quality condition at all times.
- C. Hurricane Shutters. Hurricane shutters shall be fully operative at all times and shall not appear broken or inoperative, nor shall they appear substantially worn, discolored or faded.

11.4 Alterations and Improvements by the Owners and Occupants.

A. Limited Rights of Owners and Residents. A uniform scheme and appearance of the buildings has been established. The Association desires to uphold this uniform scheme and appearance. Therefore, the rights of the Owners and Occupants to make alterations and improvements to the exteriors of the building; and outside of the building; and alterations, improvements, decorations and changes on the interiors of the Units which can be viewed from outside of the Units; are very limited. **THEREFORE, IF THIS DECLARATION FAILS TO PERMIT AN OWNER OR OCCUPANT TO MAKE AN ALTERATION OR IMPROVEMENT WHICH FALLS WITHIN THE SCOPE OF THE IMMEDIATELY PRECEDING SENTENCE, THEN SAME SHALL NOT BE PERMITTED. IF IT DOES FALL WITHIN THE SCOPE, SAME SHALL BE PERMITTED ONLY IF THE ALTERATION OR IMPROVEMENT FALLS WITHIN THE GUIDELINES REFERRED TO IN SECTION 11.4.C BELOW (AS AMENDED BY THE BOARD OF DIRECTORS FROM TIME TO TIME [AND WHICH ARE CONSISTENT WITH SECTION 11.4.C BELOW]), AND UNLESS OTHERWISE STATED, ONLY UPON THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS.**

1. Proviso: No Owner shall be required to obtain the approval of the Association for the installation of any antenna or satellite dish which is protected by federal law. The guidelines for permitted antenna and satellite dish installations are set forth in Section 11.4.C. 8 below.

B. Removal of Interior Partition Wall; Other:

1. Interior Partition Wall. If any Owner desires to remove any interior partition wall, he or she must first submit a detailed written plan to the Board and obtain Board approval in writing before such removal. The removal could materially affect or interfere with the utility services constituting common elements, if any, located therein. However, if a permit from a governmental entity is required, the Owner shall provide a copy of same to the Association prior to the start of the work; it is understood that the Association is not liable for an Owner's non-compliance with the permit(s) or any building codes.
2. Interiors. Board approval is required as to any alteration, improvement, decoration or change on the interior of the Unit which cannot be viewed from the outside of the Units to the



extent that same materially affects or interferes with the structural integrity of a load bearing wall or column.

3. Combination of Units. No Units may be combined to create one Unit.

- C. Architectural Standards. The following constitute architectural standards for the Condominium, applicable to the Owners and Occupants. **THE FOLLOWING ARE THE ONLY PERMITTED ALTERATIONS AND IMPROVEMENTS AS REFERRED TO IN SECTION 11.4.A ABOVE, WHICH UNLESS OTHERWISE STATED, MUST RECEIVE THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS:**

1. Tropical Storm and Hurricane Protection. The following applies to Apartment Units: The Owners of each Unit bordering the front (south side) of the building shall at their own expense install hurricane shutters on all windows on any front (south side) of the building, and the Owners of each Unit shall install hurricane shutters over the internal sliding glass doors or on the outer side of the porch/patio (on the inside of the outside sliders) on the back (north side) of the building, in accordance with the hurricane specifications adopted by the Board of Directors from time to time. Where a Unit does not have internal sliding glass doors on the back (north side) of the building, then such Owner shall install external impact sliding glass doors, in accordance with any specifications adopted by the Board of Directors from time to time. The intention is that all such building openings in the Units contain such hurricane or tropical storm protection. All hurricane shutters in the building must be closed by the unit owner in advance of any tropical storm or hurricane. All hurricane shutters previously installed or to be installed by Owners, are viewed as and shall be considered to be the personal property of the owner. Each Owner shall be responsible to maintain, repair and replace, in quality and operating condition, all hurricane shutters for each Unit. Each Owner shall also be responsible to carry casualty insurance on all hurricane shutters and shall be responsible for any casualty loss to the hurricane shutters. Notwithstanding the foregoing to the contrary, an Owner may dispense with the installation of the hurricane shutters required by this sub-section as long as the particular building opening contains hurricane impact glass. At no time may

any hurricane shutter be in the closed position between December 1 and April 15 inclusive of each year.

2. Windows. Windows on the south side of Units must meet all architectural standards adopted by the Board from time to time. Reflective material/window tinting is/are not permitted on the windows. Window treatments on the south side of Units must show only white from outside of the building. At no time shall aluminum foil be permitted on the inside or outside of the windows.
3. Doors. Entry, screen and sliding glass doors shall be permitted, as determined by the Board of Directors.
4. Air-Conditioning/Heating Units. Wall/window air-conditioning and heating units are prohibited, except that through the wall units are permissible so long as only the grill protrudes through the wall.
5. Solar Panels. Solar panels are permitted only as protected by F.S. 163.04, as amended time to time.
6. Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Units (interior or exterior) such that they may be viewed from the common elements, limited common elements or other Units. Exceptions: The following shall not violate this Section 11.4.C.6:
  - (a) Official notices of the Association.
  - (b) Signs on permitted vehicles under Sections 12.4.B.1, 2, 3 and 4 below.
  - (c) One handicap sign not exceeding 8" on one side and 10" on the other side in one window of the Unit.
7. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted shall be those that are protected by federal law. In no event shall any restrictions imposed in this Section 11.4.C.7 impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. Until federal

law or the applicable FCC cases and rulings change, which changes are automatically incorporated into this Declaration without the need to amend in the future, a satellite dish or antenna installation must be situated entirely within the boundaries of the Unit or limited common elements. Notwithstanding any provision contained in this Declaration to the contrary, the approval of the Board of Directors of the Association will not be required for installations referred to under this Section 11.4.C.7. No other satellite dishes or antennae are permitted.

11.5. Alterations and Improvements by the Association. Subject to the provisions of Sections 16 and 17 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the common elements or Association property, which are approved by the Board of Directors. However, if the cost of same shall exceed 5% of the annual budget including reserves for deferred maintenance and capital expenditures cumulatively in a budget year, then the alteration or improvement may not be made unless approved by the vote of not less than a majority of the voting interests of all members of the Association.

- A. Proviso. Notwithstanding the foregoing to the contrary, in the event any alteration or improvement is also necessary or beneficial in the maintenance, repair, replacement or protection of the Properties or Owners or Occupants, then such alteration or improvement shall not require the approval of the Owners.

**SECTION 12. USE RESTRICTIONS.** The use of the Properties shall be in accordance with the following provisions as long as the Condominium exists:

12.1 Occupancy of Units.

- A. General. Each Apartment Unit shall be occupied by Owners and tenants and their family members and Guests, invitees and servants, as a residence for one family at a time only and for no other purpose, subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Unit.
  - 1. No one (1) bedroom Unit may have more than three (3) permanent occupants and no two (2) bedroom Unit may have more than five (5) permanent occupants (as defined in Section 3.17 above).
- B. Guest Use in the Absence of the Owner or Lessee as Host. A Guest may occupy an Apartment Unit in the absence of the Owner or lessee, as host, only as follows and only in compliance with any

other restrictions contained in the Condominium Documents and the Rules and Regulations:

1. The Association must receive from the Owner or lessee written authorization in advance of the intended stay, advising the Association of the relationship of the Guest and the date of arrival and departure. The foregoing applies even though the Guest seeking to gain admittance possesses a key to the Unit. The Board of Directors is authorized to develop forms for use in connection with notification for use of the Unit by the Owner's or lessee's Guests as stated in this subsection. In the event that the Owner was unable to obtain a copy of the notification form, the Owner must provide the Board of Directors, in writing, with the following information: Unit number; name of Owner; name of guest; car registration number (whether owned or a rental vehicle); intended arrival and departure dates; number of guests (adults and children); and the relationship to the Owner.
2. An Owner or lessee is deemed "absent" when the Owner or lessee does not stay overnight with the Guest.

12.2 Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

12.3 Pets and Animals.

- A. Classifications. No pet or animal, including visiting pets and animals, shall be permitted in any Unit or on the common elements,

12.4 Vehicles and Parking.

- A. Prohibited Vehicles or Items. This Subsection A lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited from being stored or parked anywhere on the Properties, unless such vehicle or item is also listed in Subsection B below: Dirt bikes; trucks, including pick-up trucks, whether or not a camper top exists; agricultural vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; three-wheel motorized vehicles; dirt bikes; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; motor homes or mobile houses; truck mounted campers

attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans and sports utility vehicles, except as otherwise allowed under Subsection B.5 below; and boat and boat trailers; and other such motor vehicles.

B. Exceptions to A above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 12.4, and only provided that the vehicle can fit totally within the confines of the parking space.

1. Moving vans for the purpose of loading and unloading, and only during reasonable hours, but not between the hours of midnight and 6:00 a.m.
2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and delivery vehicles, servicing the Properties, regardless of classifications; during regular business hours and only for that period of time to render the service or delivery in question.
4. Police and Emergency vehicles.
5. Certain vans and sports utility and sports activity vehicles which are permitted. A two-axle van or two-axle sports utility or sports activity vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating, which fits wholly within the confines of a parking space.
6. Commercial vehicles. Commercial vehicles shall be permitted, but only in a Board determined set aside area in the rear of the building.

7. Pick-up trucks. A pick-up truck which is not a commercial vehicle as defined below, which does not exceed 3/4 ton carrying capacity, and which fits wholly within the confines of the parking space, shall be permitted.
8. Additional garage parking restrictions. All vehicles parked in the garage must fit wholly within the confines of the painted lines and must not extend beyond the 18 foot concrete pad into the driveway behind the concrete pad nor protrude over the raised walkway in front of it.

C. Classifications and Definitions.

1. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck, van or sports utility vehicle. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans and sports utility vehicles under Subsection B.5 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 12.4.
2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

D. The following additional regulations apply:

1. No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However,

washing, waxing, or the changing of tires of a vehicle are permitted.

2. No motor vehicle which is of the type of vehicle which is unregistrable or which is not currently registered and licensed shall be driven or operated on any of the Properties at any time for any reason.
3. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium (except for landscaping equipment at the direction of the Board of Directors).
4. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.
5. No vehicle may be parked such that it blocks any driveway, except where otherwise necessary by moving vans and only for loading and unloading.
6. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
7. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner shall remove his/her vehicle for the time period requested, or become in violation of this Section 12.4. A vehicle which is not removed as required by this subsection shall be considered a Prohibited Vehicle under this Section 12.4.
8. Vehicle washing is permitted only in designated areas, with water restriction rules imposed by governmental authority to be observed.
9. All speed limit and traffic directional signage shall be observed.

E. Remedy of Towing. If upon the Association's compliance with Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle

owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. Towing shall not be the exclusive remedy or a condition precedent for the Association.

12.5 Nuisances, Ordinances and Laws. No Owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No instrument, stereo, radio or television shall be played between the hours of 11:00 p.m. and 8:00 a.m. if same can be heard by any other Owners or occupants.

12.6 Uses of the Outside Walkways on South Side of the Building.

- A. Nothing shall be placed in or on the walkways on the south side of the building that could fall or cause injury.
- B. Nothing shall be swept, poured, tossed or shaken from the outside walkway on the south side of the building, nor shall dirt or refuse be swept or thrown from any portion of same. No patio or porch shall be hosed or scrubbed in such a manner as to cause water to drain from same to that of another Unit. Such work shall only be performed by the Association's personnel.
- C. Beginning with a hurricane watch and ending when the storm danger is passed, all movable objects shall be cleared from the walkways on the south side of the building. Furthermore, Owners and Occupants must remove all furniture and movable objects from the walkways on the south side of the building prior to their leaving for the season or for any extended period. Any Owner who fails to abide by the foregoing shall entitle the Association to enter upon an open patio or porch and remove same, whereupon the Association shall levy a Charge against the Owner concerned, which Charge shall be collectible as Charges are collected under this Declaration.

12.7 Use and Care of Commonly Used Areas by Owners and Residents. The following shall apply to Owners and Residents:



- A. Public passage ways, including stairwells and landings, shall not be obstructed nor used for any purpose other than for ingress to or egress from Units and common elements and Association property. Bicycles, shopping carts, baby carriages, scooters or similar vehicles shall not be placed in or allowed to stand in commonly used areas within the common elements and Association property, except that bicycles may be stored in areas designated from time to time by the Board of Directors.
- B. Persons shall not play on or about the roadways and parking areas, nor roof deck on the top of the building.

12.8 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Units. Provisos. Notwithstanding the foregoing to the contrary:

- A. Any business which qualifies as an authorized home occupation under the applicable zoning code in effect on the Effective Date of this Declaration and which is not prohibited elsewhere in this Declaration shall be permitted, except that a daycare or childcare facility or operation of group home (all regardless of age) shall be prohibited irrespective of whether same is viewed as a home occupation or otherwise.
- B. The business of operating the Association shall not be considered as business activity under this Section 12.8.

12.9 Trash and Garbage. There is a trash room on each floor. Unit Owners and Occupants are required to separate cans, glass, plastic and paper and place these items in the indicated recycle bins in the trash rooms. All other garbage shall be placed in double plastic bags and put down the garbage chute. Any large items shall be carried to and deposited in the dumpster at the back of the building on the ground floor at the east end of the building. Owners are responsible for themselves and their contractors for disposal of construction, debris, furniture, appliances and other large articles off the Condominium Property.

12.10 No Solicitation. No business solicitation whatsoever is permitted in the Condominium, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Association. This shall not preclude an Owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the Owner.

12.11 Loitering. Loitering on the Properties shall be prohibited and shall constitute a nuisance.

12.12 Covered Parking Facilities. At no time shall Covered Parking Facilities be used as living space or divided into any rooms.

12.13 Owner and Occupant Precautions. Each Owner and Occupant shall be responsible to shut off water when the Owner or Occupant vacates the Unit for more than seven (7) days, and shall be liable (as a Charge) for water damage occasioned by noncompliance with this Section 12.13. When the Owner or Occupant vacates the Unit for more than seven (7) days, the Owner/Occupant shall remove all free-standing objects on walkways, such as chairs, plants, tables, etc., which must be removed to inside the Apartment or in the basement storage area.

12.14 Inflammables. No inflammables except those used for normal household purposes shall be brought into any Unit or onto any limited common element without the prior written consent of the Board of Directors.

12.15 Contract Work. No Owner or Occupant and no contractor or worker employed by an Owner or Occupant, shall be permitted to do any remodeling or construction work in any Unit (except for emergency repairs) between the hours of 6:00 p.m. and 8:00 a.m. or on Sunday or any federal holiday, where such work is likely to disturb other Owners or Occupants.

12.16 Barbeque Grills. The use of barbeque grills is strictly prohibited anywhere on the Condominium Property, except for a portable barbeque grill placed by the Association in the back of the building at such distance from the building as dictated by applicable building and safety codes.

12.17 Washers and Dryers. The installation of washers and dryers in the Units is strictly prohibited.

12.18 Penthouse Rooms. Penthouse rooms are for the use of Owners, Occupants and their Guests and shall not be used for outside civic or social events by non-Owners and non-Occupants and their guests. Use of the social room and meeting room in the penthouse will be in accordance with rules and regulations adopted by the Board of Directors from time to time.

### **SECTION 13. LEASING OF UNITS.**

13.1 General. No Unit Apartment and Covered Parking Facility Owner may lease or rent any Unit Apartment or Covered Parking Facility without approval of the Association except to another Unit Apartment Owner.

- A. Notwithstanding the foregoing to the contrary, the lease of a Covered Parking Facility shall be limited to a permanent occupant or an Owner.

13.2 Approval by Association. The approval of the Association which is required for the lease of Unit Apartments and Covered Parking Facilities shall be obtained in the following manner:

A. Notice to Association

1. Lease. A Unit Apartment and Covered Parking Facility Owner intending to make a bona fide lease of his Unit Apartment and Covered Parking Facility shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. A personal appearance interview or telephone interview is required, as the Board determines of any lessee and his or her intended occupants, is a condition to approval.
2. Certificate of Approval. Within thirty (30) days after receipt of such notice and information, and telephone and/or personal appearance, as the Board requires from time to time, the Association must either approve or disapprove the proposed transaction.

13.3 Disapproval by Association. The Unit Apartment and Covered Parking Facility Owner shall be advised of any disapproval in writing, and the lease shall not be made.

13.4 Exceptions. None of the foregoing provisions of this section shall apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the Unit Apartment or Covered Parking Facility concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a lease by a bank, life insurance company or federal savings and loan association which so acquires its title.

13.5 Unauthorized Transactions. Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association except as set forth in Section 13.2 above.

13.6 Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 13; in the amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no

transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

13.7. Minimum Lease Term. The minimum lease term for a lease or rental shall be three (3) consecutive months.

13.8 Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet.

**SECTION 14. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS.** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner of a Unit agrees to observe.

14.1 Forms of Ownership.

- A. General. There is no limitation as to the ownership of Units in this Condominium, except that a Covered Parking Facility may be sold or title otherwise transferred only to another Owner.
- B. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

14.2 Transfer of Ownership of Units.

- A. Transfers Subject to this Section 14.2
  - 1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.
3. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (1) or (2), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in Section 14.2.B below.

The foregoing is sometimes referred to in this Section 14 as a "Transfer".

B. Procedures.

1. Notice to Association.

- (a) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance or telephone interview of any purchaser (s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.
- (b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.
- (c) Demand. With the notice required in Subsection (1)(a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the

Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the Subsection (1)(a) notice.

- (d) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

- 2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in an Association Certificate in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue an Association Certificate to the transferee.

3. Disapproval.

- (a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:
  - (i) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

- (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
  - (iii) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Condominium Documents and/or the Rules and Regulations of the Association;
  - (iv) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;
  - (v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or Rules and Regulations of the Association, by his conduct in the Condominium as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or
  - (vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.
- (b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.2.B(1)(c) above, then within ninety (90) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then

the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Condominium assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than ninety (90) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

- (c) Automatic Approval. If the Board fails to deliver the name of the approved purchaser within ninety (90) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand an Association Certificate shall be issued.

#### 14.3 General Provisions.

- A. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 14 be violated.
- B. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and



occupants within the time limits extended to the Association for that purpose as set forth in this Section 14. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

- C. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 14; in the amount not to exceed the maximum allowed by applicable law from time to time.
  
- D. Certain Exceptions. Section 14.2 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such Section 14.2 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.
  - 1. Proviso. This Section 14.3.D shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 14.2 above.

**SECTION 15. INSURANCE.** Insurance covering the Properties shall be governed by the following provisions:

15.1 Purchase, Custody and Payment by the Association.

- A. Purchase. All insurance policies described herein covering portions of the Properties shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
  
- B. Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

- C. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed). All original policies and endorsements thereto shall be retained by the Association and full and complete copies thereof shall be deposited with the Insurance Trustee (if appointed).
  
- D. Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

## 15.2 Coverage.

### A. Casualty.

1. All portions of the Association property, and all portions of the Condominium property located outside of the Units (which excludes Owners Personal Property).
  
2. As to the inside of the Units, all portions of the Unit as were initially installed, or replacement thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed by the developer. The insuring responsibility of the Association shall exclude wall, floor and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit; or any other item or any of the foregoing items, personal property fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to the Condominium Act, as amended from time to time.

The foregoing Properties referenced in subsections A.1 and A.2 above are collectively referred to as the "Insured Property". The

foregoing shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage and if not so determined, then by the Board of Directors of the Association. **Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association, subject to the criteria as set forth in F.S. 718.111(11), as amended from time to time.** Such coverage shall afford protection against:

- (a) Loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsement.
  - (b) Such other risks as from time to time customarily covered with respect to buildings similar in construction, location and use of the buildings, including but not limited to vandalism and malicious mischief.
- B. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the common and limited common elements, with such coverage as shall be required by the Board of Directors of the Association, with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa, if reasonably available.
- C. Worker's Compensation and other mandatory insurance, when applicable.
- D. Flood Insurance if required or the Association so elects.
- E. Fidelity Insurance, as required by the Condominium Act, covering all persons who control or disburse Association funds, such insurance to be in an amount which is the greater of that required by the Condominium Act or determined by the Board.
- F. Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association property, where such coverage is available.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (ii) avoid liability for a loss that is caused by an

act of the Board of Directors of the Association, a member of the Board of Directors of the Association, a committee of the Board of Directors or members of any such committee, one or more Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Owners that are not under the control of the Association, and that the policy shall be primary, even if an Owner has other insurance that covers the same loss.

15.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units.

15.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.5 Insurance Trustee. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses for Insured Property shall be paid to an insurance trustee ("Insurance Trustee") which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Owner and mortgagee pursuant to the provisions of this Declaration. Fees and expenses of the Insurance Trustee are common expenses.

- A. The Board of Directors of the Association shall have the option, in its discretion, of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint an Insurance Trustee, then the Association will perform directly all obligations imposed upon the Insurance Trustee by this Declaration.

15.6 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner and for each owner of a mortgage or other

lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.7 Benefit of Mortgagees. Certain provisions in this Section 15 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

15.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15.10 Owner's Insurance. Each owner shall maintain casualty insurance for Owner's Personal Property as well as all condominium property which is not insured by the Association under F.S. 718.111(11), as amended from time to time, and for any property or Properties which are required to be insured by the Owners under said statute as amended from time to time. Such policy shall contain waivers of subrogation by the insured as to any claims against other Owners or Occupants, the Association, officers and directors of the Association, any managing agent, and their respective servants, agents and guests. The Owner shall have the continuing obligation to provide a certificate of insurance to the Association, and provide an updated certificate of insurance as policy is renewed or changed. All other provisions of F.S. 718.111(11) (2009), as amended from time to time, shall apply here.

## **SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.**

### **16.1 Determination to Reconstruct or Repair.**

- A. Subject to the provisions of Sections 16.1.B and 16.1.C below, in the event of damage to or destruction of the Insured Property as a result of a casualty, the Association shall promptly repair and reconstruct same. The Owner shall promptly repair and reconstruct all other casualty damage.
- B. If the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repairs, or it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land-use laws or regulations, then upon the votes and approvals as set forth in Section 18.1 below, the repair or restoration shall not occur and instead the Condominium shall be terminated.

- C. If 75% or more, measured in terms of the replacement cost, of the Insured Property is substantially damaged or destroyed, but the situation described in Section 16.1.B above does not occur, then upon the votes and approvals as set forth in Section 18.2 below, the repair or restoration shall not occur and instead the Condominium shall be terminated.

16.2 Plans and Specifications. Any reconstruction or repair by the Association must be made substantially in accordance with the plans and specifications for the original Building and Improvements and then applicable building and other codes; or if such plans and specifications are not available, then in accordance with the plans and specifications approved by the Association and/or then applicable building and other codes. Notwithstanding the foregoing to the contrary, the Board of Directors shall be permitted to approve of alterations or additions to common elements or Association property (including but not limited to roofs, windows, doors, paving, common elements, and other external surfaces) damaged by the casualty, without a membership vote and without same being deemed to be a material alteration or substantial addition to the common elements or Association property, based on the following reasons: Requirements due to changes in codes, and/or use of more practical and/or better wearing materials and components, including those which are more storm resistant and/or prevent or minimize water intrusion into the Units or buildings constituting Association property. As to any alterations or additions not encompassed in the foregoing reasons, not only is a Board vote required, but a majority of all voting interests in the Condominium must also approve; such majority vote applies notwithstanding a different vote imposed by Section 11.5 above for material alterations or substantial additions to the common elements and Association property.

16.3 Distribution of Proceeds. Proceeds of insurance policies for Insured Property received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- A. Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.
- B. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to contractors, subcontractors and suppliers engaged by the Association in such repair and restoration in appropriate progress payments. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Owners and their mortgagees being payable jointly to them, as follows, in the following order: First, for Insured Property located within the Unit boundaries, to each Owner of affected Units in proportion to the damage suffered by each

affected Owner, and last for Insured Property not located within the Unit boundaries, to all Owners in their undivided shares of ownership in the common elements.

- C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated pursuant to F.S. 718.117(12), as amended from time to time.
- D. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund comprising insurance proceeds and any special assessments after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is less than assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
- E. Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, if any, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon an Association Certificate as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid. Furthermore, in making distributions to Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon Association Certificate as to the names of the Owners and their mortgagees and their respective shares of the distribution.

#### 16.4 Assessments; Financing.

- A. General. If the proceeds of the insurance are not sufficient or it is determined by the Board that proceeds will not be sufficient to

defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair by the Association are insufficient, annual and/or special assessments levied against and/or cost allocations recovered from the Owner(s) in sufficient amounts to provide funds for the payment of such costs, including, but not limited to deductibles, if any, and/or the Association may obtain financing to pay for same. Such financing may be put into place even in advance of a casualty.

B. Allocation of Expenses. Damage to the Insured Property shall be allocated to all Owners in proportion to all Owners' respective shares in the Common Elements.

16.5 Benefit of Mortgagees. Certain provisions in this Section 16 are for the benefit of mortgagees of Units and may be enforced by any of them.

#### **SECTION 17. CONDEMNATION OR EMINENT DOMAIN:**

17.1 Deposit of Awards with Association. The taking of all or any part of the Properties 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 Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the Charge shall be collected as provided for in this Declaration.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty, except that any condemnation of any portion of a Unit must be approved by all Owners of the Unit.

17.3 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 size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.



17.4 Association as Agent. The Association is hereby irrevocably appointed as each Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Taking of Common Elements and Association Property. Awards for the taking of common elements and Association property shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

17.6 Priority-Conflict. In the event of any conflict between Section 16 and this Section 17, the provisions of this Section 17 shall control and govern.

**SECTION 18. TERMINATION OF CONDOMINIUM.** The Condominium shall be terminated as follows:

18.1 Declaration Sections 16.1.B or 16.1.C Termination: In the event of a Termination under Sections 16.1.B or 16.1.C only above, the Section 16.1.B or Section 16.1.C plan of termination for this Condominium shall be approved upon the vote or written consent from not less than two-thirds (2/3) of the voting interests of all Owners of all Units and the written joinder and consent from a majority of all mortgage lienholders. The written consent of all Owners of a Unit must be obtained to bind the Unit if a written consent is utilized. Notwithstanding the foregoing to the contrary, approval of the holder of a recorded mortgage lien on a Unit shall not be required unless the plan of termination will result in less than the full satisfaction of the mortgage in question. If such approval is required and not given, the holder of the recorded mortgage lien who objects to the plan of termination may contest the plan as provided for in F.S. 718.117(16), as amended from time to time.

18.2 Optional Termination: Non Sections 16.1.B or 16.1.C Termination: Other than in connection with a Termination under Sections 16.1.B or 16.1. C of the Declaration, the Condominium may be terminated pursuant to a plan of termination approved upon the vote or written consent from at least eighty percent (80%) of the total voting interests of all Owners in this Condominium but only if not more than ten percent (10%) of the total voting interests of all Owners in this Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. The written consent of all Owners of a Unit must be obtained to bind the Unit if a written consent is utilized. In addition to the foregoing, the written joinder and consent from a majority of all mortgage lien holders is required. Notwithstanding the foregoing to the contrary, approval of the holder of a recorded mortgage lien on a Unit shall not be required unless then plan of termination will result in less than the full satisfaction of the mortgage in question. If such approval is required and not given, the holder of the

recorded mortgage lien who objects to the plan of termination may contest the plan as provided for in F.S. 718.117(16), as amended from time to time.

18.3 Calculation of Owners' Termination Shares. The value of the Units for calculating the Owners' termination shares shall be based on the approved value of each Unit at the time that termination is sought, including the value of any Limited Common Element storage space appurtenant to a Unit. Two (2) MAI approvals shall be obtained for each Unit and the arithmetic average of the two (2) MAI approvals shall determine the value attributed to each Unit, including Limited Common Element garage space, if any. The Association shall bear the cost of the approvals as a termination cost. Any mortgages or other liens on a Unit shall attach to and remain as encumbrances against the Unit only, and shall not be paid other than from the Unit's allocated termination share, and if same is not sufficient to pay all of such encumbrances, then the Owner(s) of Unit shall be obligated to pay the difference.

18.4 Association Powers. The approval of the plan of termination does not terminate the Association, who shall continue in existence following approval of the plan of termination with all powers and duties it had before the approval of the plan. The Board shall have those powers set forth in F.S. 718.117(6), as amended from time to time.

18.5 Incorporation. The provisions of F.S. 718.117(7) through (20) as amended from time to time shall also apply to the termination of this Condominium.

## **SECTION 19. COMPLIANCE AND DEFAULT; REMEDIES.**

### **19.1 Duty to Comply; Right to Sue.**

- A. Each Owner, each tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Act, the Condominium Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association, by an Owner or by a tenant or other invitee occupying a Unit against:
1. The Association;
  2. An Owner;
  3. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
  4. Any tenant leasing a Unit, and any Guest or other invitee occupying a Unit.

- B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.
- C. The Association shall also have any other remedies provided for in the Condominium Documents and law.
- D. The mandatory non-binding arbitration procedures of F.S. 718.1255, as amended from time to time, and the applicable Administrative Rules, shall be followed and shall apply so long as they exist and apply.

19.2 Association Notice to Correct. Should any Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 11 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 11 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owners and residents; or should any Owner violate Sections 11.2, 11.3 or 11.4 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.
- B. Provisos. Notwithstanding any provision to the contrary in this Section 19.2, the following shall apply:
  - 1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
  - 2. The thirty (30) day notice shall not apply to Section 19.3 below.

19.3 Negligence; Damage Caused by Condition in Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, limited common elements and Association property made necessary by his act, inaction or negligence, or by that of any member of his family or his Guests, invitees, employees, agents, or lessees. If any condition, defect or malfunction existing in a Unit or other portions of the Properties for which the Owner has maintenance, repair or replacement responsibility under this Declaration, whether caused by the Owner's negligence or otherwise, shall cause damage to the Properties, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, including all real and personal property, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

19.4 Association's Access onto the Properties. The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Properties including the Units:

- A. For the purposes of protection, maintenance, repair and replacement of those Properties for which the Association is obligated to protect, maintain, repair and replace.
- B. For the purposes of preventing damage to the common elements or to a Unit or Units.
- C. In the event that an unsanitary or other condition exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Properties.

This Section 19.4 is in addition to that access referred to in Sections 16.7 and 16.8 above. Each Owner and Occupant shall deliver to the Association passkeys to all locks, including as locks are replaced or altered, to enable the Association to have access under this Section 19.4.

19.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units comply with the Condominium Documents and Rules and Regulations; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, Guests, agents, lessees, servants, etc. or any occupants of their Units.

19.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by

the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

19.7 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, Guests, agents, lessees, servants, etc. or any Occupants of the Unit), or the Association to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' fees, including those incurred in appellate, bankruptcy and administrative proceedings.

19.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Condominium Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, Rules and Regulations, or at law or in equity.

19.9 Eviction of Tenants and Occupants. The Association possesses all rights and remedies of the lessor/Owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. The foregoing includes the right of the Association to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/Owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Section 19.9 without any liability to the lessor/Owner or lessees/ occupants (including, but not limited to, the loss of rent to the lessor/Owner and loss of possession by the lessees/ permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees and the Owner shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter, including those incurred in appellate, bankruptcy and administrative proceedings.

**SECTION 20. RIGHTS OF MORTGAGEES.** The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Condominium Documents:

20.1 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Section 10.8.A above.

20.2 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action,

or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

20.3 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and Rules and Regulations of the Association, and the official records of the Association which by the Condominium Act, are inspectable by the Owners. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.5 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of the Condominium or any Unit.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.
- E. Outstanding assessments unpaid with respect to the Unit on which the Institutional Mortgagee holds a mortgage.
- F. Notice of Association meetings.

## **SECTION 21. AMENDMENT OF DECLARATION.**

21.1 Proposal. Amendments to this Declaration may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least thirty percent (30%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

21.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certification that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Declaration shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision \_\_\_\_\_ for present text."

21.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving, and a majority of the voting interests of the entire membership of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 21.1 above, then the concurrence of the Board of Directors shall not be required.

21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. A true and correct copy of any amendment shall be mailed by certified mail to the holders of all Approved Mortgages not later than 30 days prior to the date of recordation of same.

21.5 Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary;

- A. No amendment to this Declaration of Condominium shall be made which shall materially impair or prejudice the rights, priorities or security of the holder of any Approved Mortgage unless the two institutions holding the highest number of Approved Mortgages which are liens upon Units in the Condominium on the date sixty (60) days prior to the date that such amendment is adopted by the Owners, shall consent in writing to such amendment.
- B. No amendment shall change a Unit's proportionate share of the common expenses or common surplus, nor the voting rights or any other appurtenance to any Unit, unless the vote and approvals required by F.S. 718.110(4) are obtained.

**SECTION 22. MISCELLANEOUS PROVISIONS**

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

22.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Condominium Act which applies.
- B. Other Florida Statutes which apply.
- C. This Declaration.
- D. The Articles of Incorporation.
- E. The By-Laws.
- F. The Rules and Regulations and architectural guidelines promulgated by the Board of Directors.

22.3 Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and



for such purpose measuring lives shall be that of the (original) incorporators of the Association.

22.4 Captions. The captions in the Condominium Documents are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Condominium Documents.

22.5 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

22.6 Owners' Affirmative Duties. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagees. The Association shall be permitted to rely on the information supplied by Owners in writing.

22.7 Covenant Running with the Land. All provisions of the Declaration and its Exhibits and Rules and Regulations shall, to the extent applicable be perpetual and be construed to be covenants running with the Properties in the Condominium, and all of the provisions of the Condominium Documents and Rules and Regulations shall be binding upon and enure to the benefit of the Owners, Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all residents, occupants, Guests and invitees to the Properties.

## **SECTION 23. AGE RESTRICTIONS.**

23.1 Minimum Age Restriction. No Unit shall be occupied by any person under eighteen (18) years of age, except for visitation not to exceed, per under aged person, thirty (30) days in any calendar year, and provided that such persons occupy the Unit simultaneously with a responsible adult and are registered with the Association.

23.2 General 55 or Over Requirements. Florida fair housing laws, and the Fair Housing Amendments Acts of 1988 (Public Law 100-430, approved September 13, 1988), as amended (collectively the "fair housing laws"), provide that it is unlawful to refuse to sell or rent a dwelling because of "familial status" (meaning an individual under the age of eighteen (18) years being domiciled with a parent or another person having legal custody of such individual), provided, however, that pursuant to the fair housing laws, such provisions regarding familial status exempt housing intended and operated for occupancy by older persons wherein at least one occupant in at least eighty percent (80%) of the dwellings is fifty-five (55) years of age or older and providing the other requirements of such exemption are met. For so long as the provisions regarding familial status, as set forth in the fair housing laws, are in full force and effect, the following shall apply to the Condominium:

- A. No occupancy of an Apartment Unit shall be permitted unless at least one Occupant thereof is a person fifty-five (55) years of age or older. This provision applies to all Apartment Units in the Condominium, irrespective of the number of Apartment Units occupied by persons 55 years of age or older. See Section 23.3 below for exceptions.
- B. The Association must publish and adhere to policies and procedures which demonstrate an intent to provide housing for persons fifty-five (55) years of age or older, as contemplated in the fair housing laws.
- C. All Owners and Occupants shall deliver to the Association, upon request, documentation demonstrating proof of age as referred to in the administrative rules adopted by HUD, as amended from time to time, along with a fully completed and signed proof of age form prepared and provided by the Association.

23.3 Exceptions to the 55 or Over Requirements. Notwithstanding the foregoing to the contrary, the following future occupancies shall be permitted, even though no Occupants have obtained the age of fifty-five (55) years, provided that the Occupant is at least eighteen (18) years of age and further provided that at the time the following exceptions are sought, not less than eighty percent (80%) of the Apartment Units are occupied or are considered occupied by at least one person fifty-five (55) years or older:

- A. Occupancy by a surviving spouse, or a surviving non-spouse companion provided that the residence of the surviving companion is the same as that of the deceased at the time of death.
- B. Occupancy by any person who obtains ownership of an Apartment Unit by virtue of any Owner's death.
- C. Occupancy by a caregiver and/or professional medical personnel providing care to and based on the medical needs of permitted Occupant(s).
- D. Occupancy by an Owner's or lessee's family members where necessary for the medical needs of the Owner or lessee.
- E. Occupancy by any lessee in the Apartment Unit on the Effective Date of this Declaration, including any renewals of leases in the same Unit with the same lessees.

- F. If at least eighty percent (80%) of the Apartment Units are occupied by at least one person fifty-five (55) years or older, then an occupancy under an approved transfer of title or lease shall be permitted as compliant with Section 23.2 above.

#### **SECTION 24. INDEMNIFICATION.**

24.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 24 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his/her action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

24.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 24.

**SECTION 25. EFFECTIVE DATES**. The Effective Date of the provisions of this Amended and Restated Declaration with Exhibits, including Articles of Incorporation and By-Laws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and By-Laws, is recorded in the Public Records of the County. Provided however, that to the extent that any provision in this Declaration contains a use restriction which is in effect the same or similar to that contained in the Original Declaration or any amendment to the Original Declaration, then the Effective Date of such use restriction is the date of recording of the Original Declaration or amendment, as applicable. Further provided however, that if an earlier Effective Date is referenced in this Declaration, then that earlier date shall control as the Effective Date. Finally, an easement created by any Original Declaration which is stated in this Declaration shall have as an Effective Date, the date of recording of the Original Declaration.

**(Remainder of page left intentionally blank)**





WITNESSES:

Sign Burtann W Anderson  
Print Burtann W Anderson

Sign Dovaldas A. Kenwell  
Print Dovaldas A. Kenwell  
SEAL

THE ROYALE RIVIERA ASSOCIATION, INC.

BY: Sign Helena B. Withrow  
SECRETARY

Print HELENA B. WITHROW  
Current Address #407  
935 E. CAUSEWAY BLVD  
VERO BEACH, FL 32963

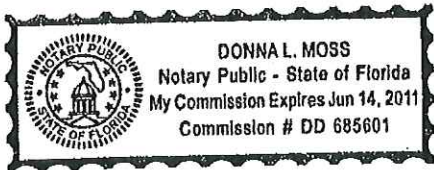
STATE OF FLORIDA )  
  ) ss.  
COUNTY OF INDIAN RIVER )

I HEREBY CERTIFY that on this 7 day of April, 2010, before me personally appeared Helena B Withrow, Secretary of THE ROYALE RIVIERA ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced FL DL (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as their free act and deed as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Vero Beach in the County of Indian River, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: Donna L Moss  
Print: DONNA L MOSS



WITNESSES:

Sign  
Print

HELEN B. WITHROW  
HELEN B. WITHROW

Sign  
Print

SEAL  
SEAL

THE ROYALE RIVIERA  
ASSOCIATION, INC.

BY: Sign

BURTRAM W ANDERSON  
TREASURER

Print

BURTRAM W ANDERSON  
Current Address 935 E. CAULDRON BLVD #507  
VERO BEACH, FL 32963

STATE OF FLORIDA )

) ss.

COUNTY OF INDIAN RIVER )

I HEREBY CERTIFY that on this 7 day of April, 2010, before me personally appeared Burtram W Anderson, Treasurer of THE ROYALE RIVIERA ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced FL DL (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as their free act and deed as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Vero Beach in the County of Indian River, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: Donna L Moss  
Print: DONNA L MOSS



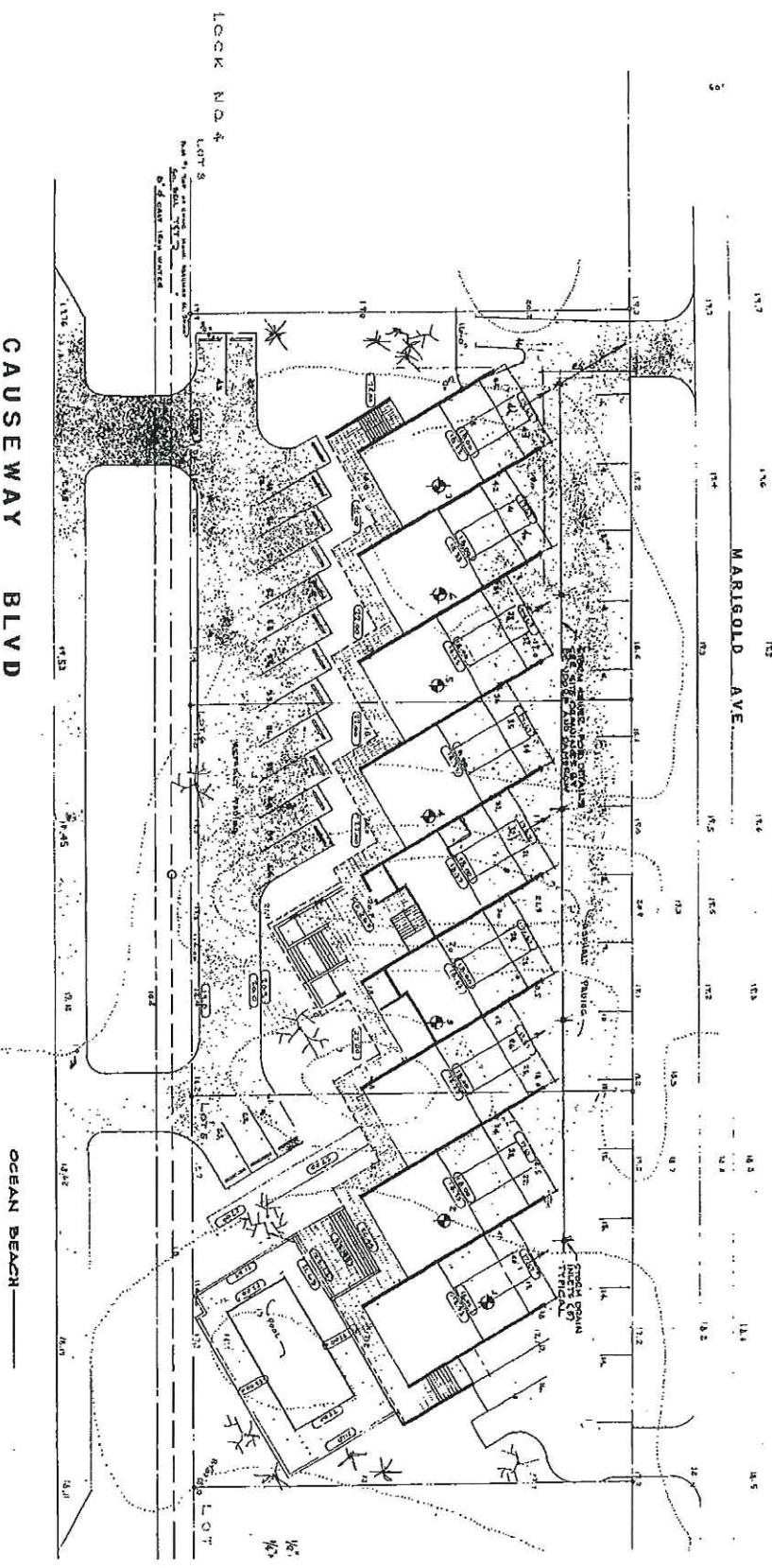


## **EXHIBIT "A"**

### **Legal Description of Condominium Property**

Lots 5, 6 and 7, of Block 4, PELICAN COVE NO. 2, a Subdivision, according to the plat thereof filed in the office of the Clerk of the Court of Indian River County, Florida, in Plat Book 3, at page 79, together with THE ROYALE RIVIERA, a Condominium, located thereon.

70



OFFICIAL RECORD  
BOOK 325 PAGE 320

OFFICIAL RECORD  
BOOK 325 PAGE 321

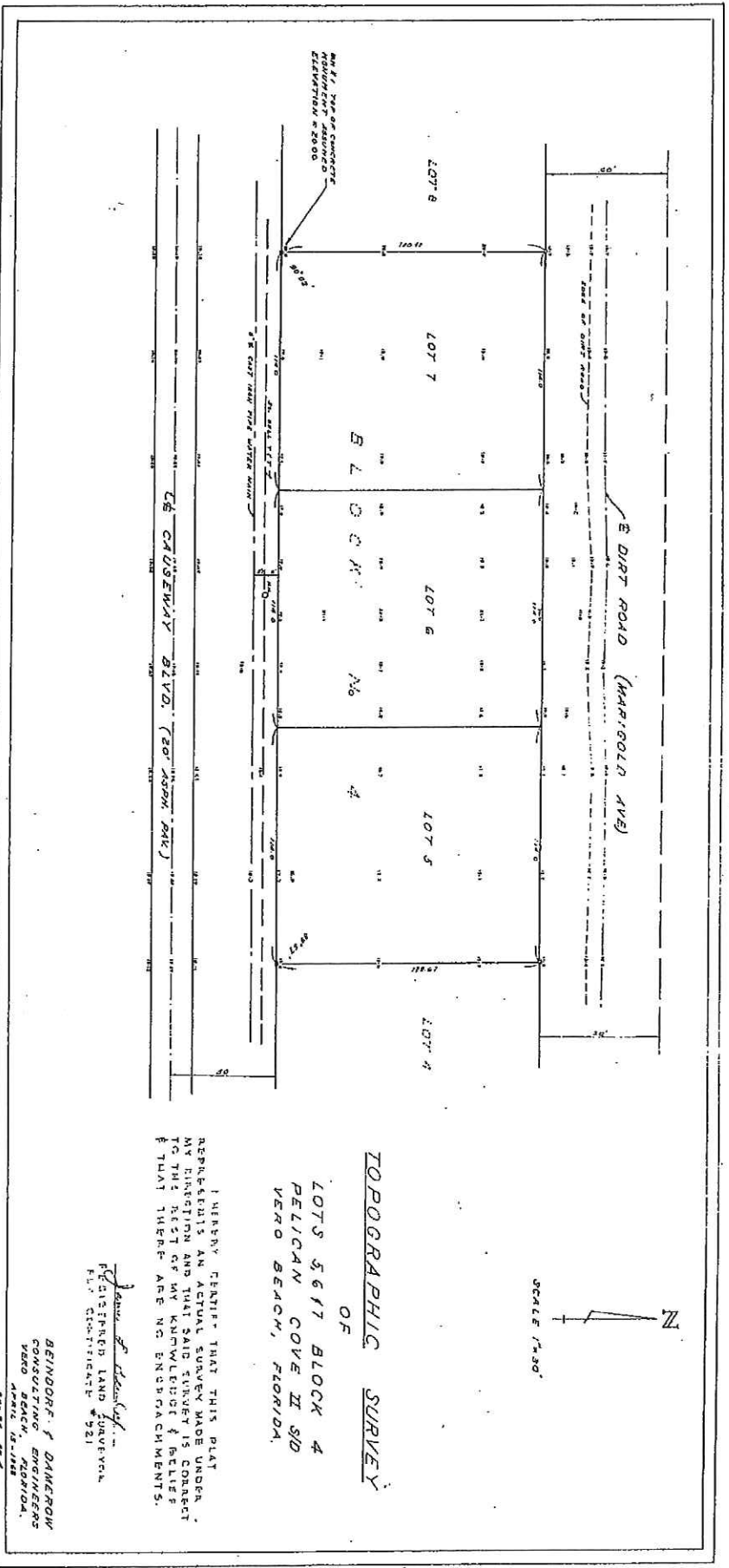
OFFICIAL RECORD  
BOOK 325 PAGE 322  
*EXHIBIT NO. 41*

Exhibit "B"

OFFICIAL RECORD  
BOOK 325 PAGE 317

OFFICIAL RECORD  
BOOK 325 PAGE 319

OFFICIAL RECORD  
BOOK 325 PAGE 319  
EXHIBIT NO. A



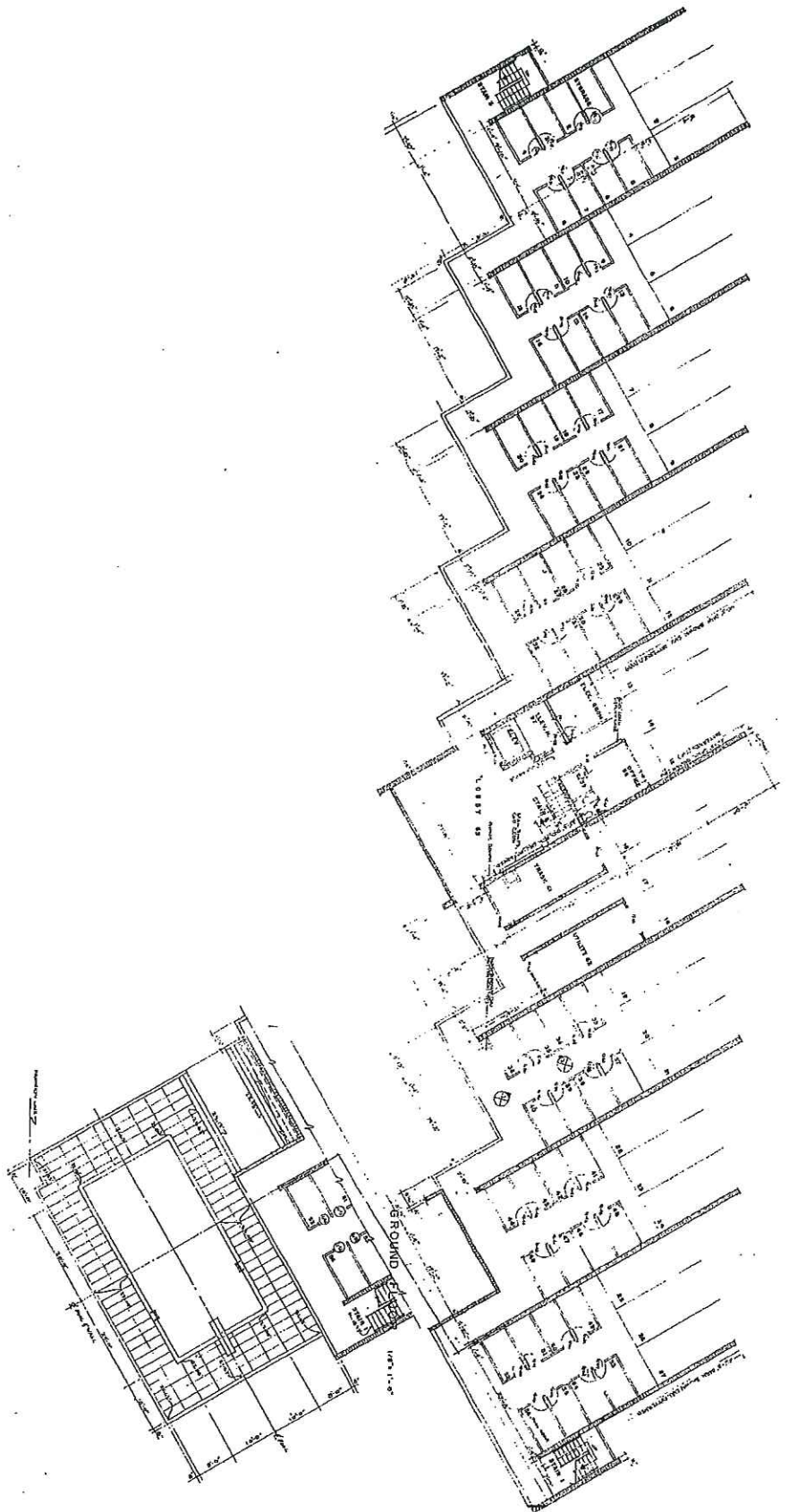
OFFICIAL RECORD BOOK 325 PAGE 323

OFFICIAL RECORD BOOK 325 PAGE 324

POOL & DECK

OFFICIAL RECORD

BOOK 325 PAGE 325  
EXHIBIT NO. A-2

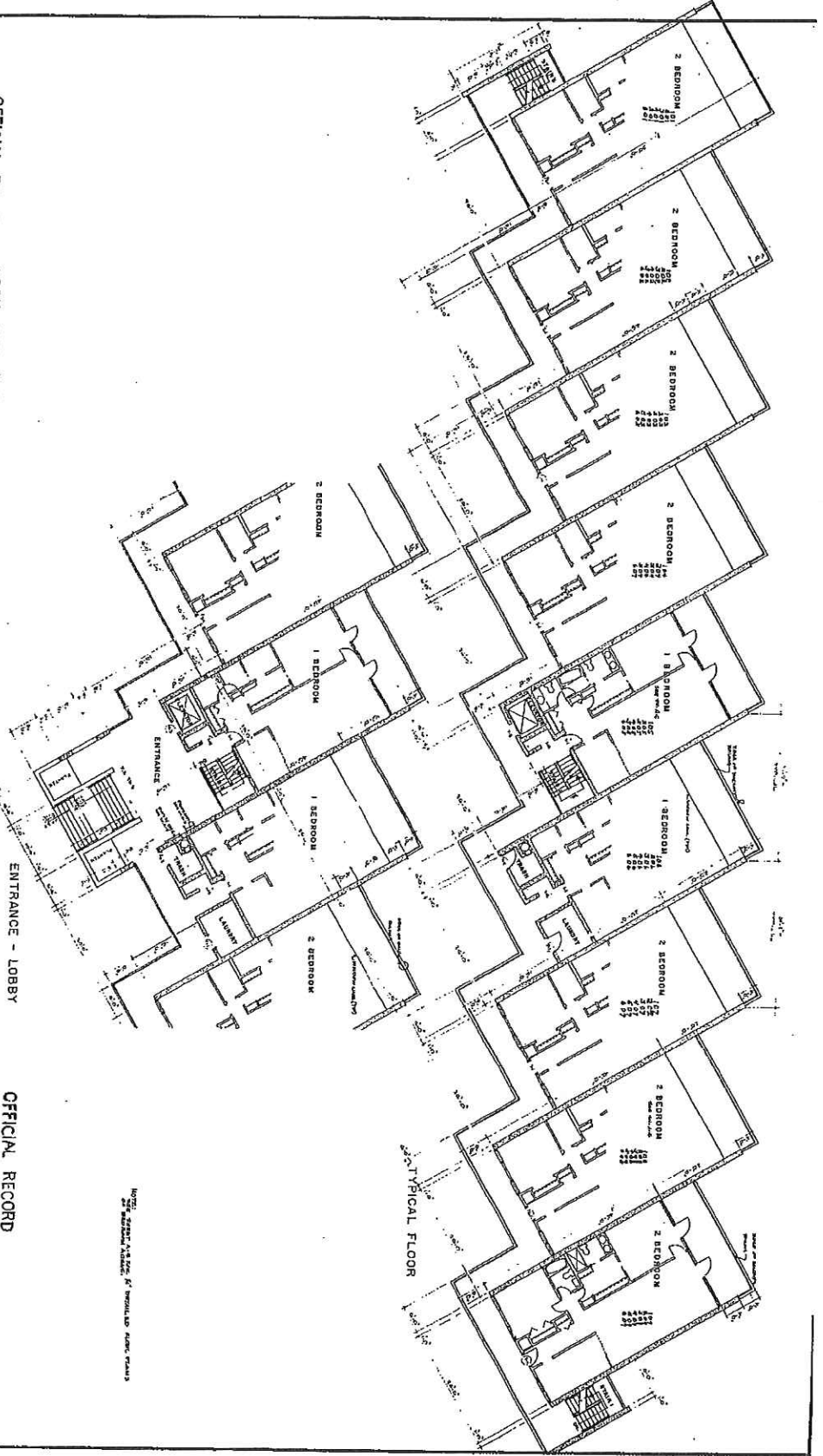


OFFICIAL RECORD BOOK 325 PAGE 326

OFFICIAL RECORD BOOK 325 PAGE 327

OFFICIAL RECORD BOOK 325 PAGE 328

EXHIBIT No. A-3

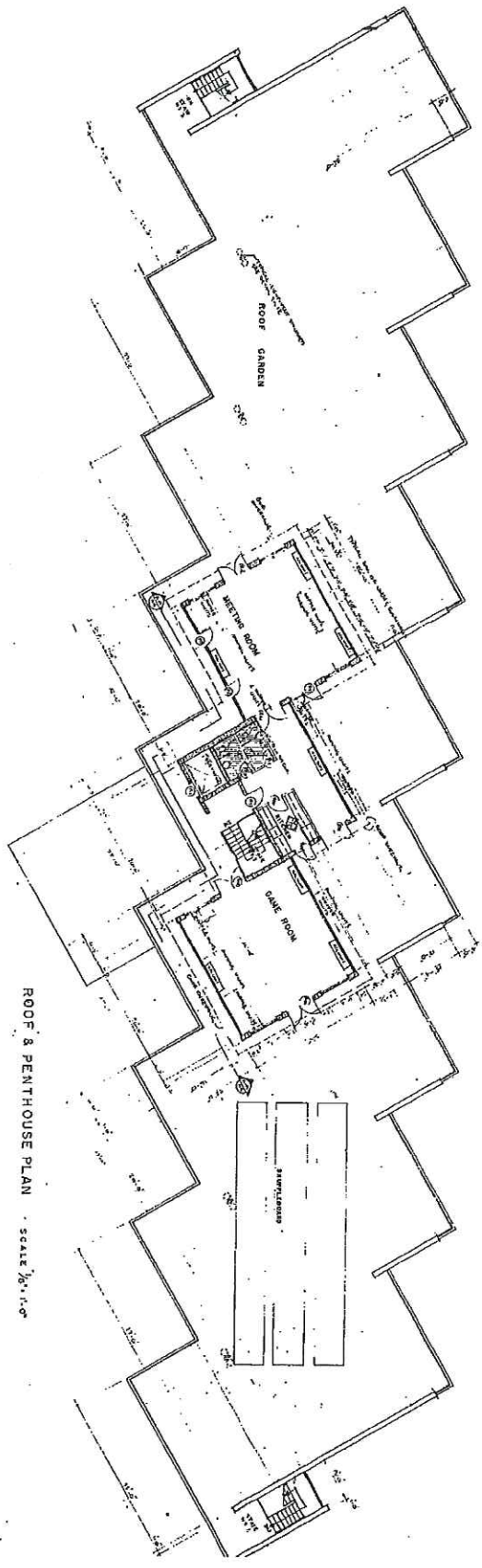


OFFICIAL RECORD BOOK 325 PAGE 329

OFFICIAL RECORD BOOK 325 PAGE 330

OFFICIAL RECORD BOOK 325 PAGE 331

EXHIBIT NO. A-4



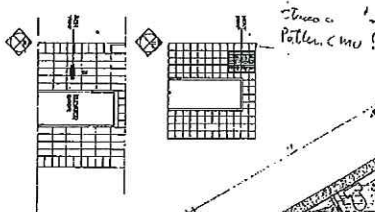
OFFICIAL RECORD BOOK 325 PAGE 332

OFFICIAL RECORD

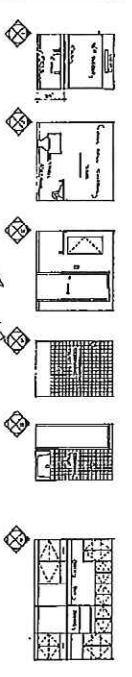
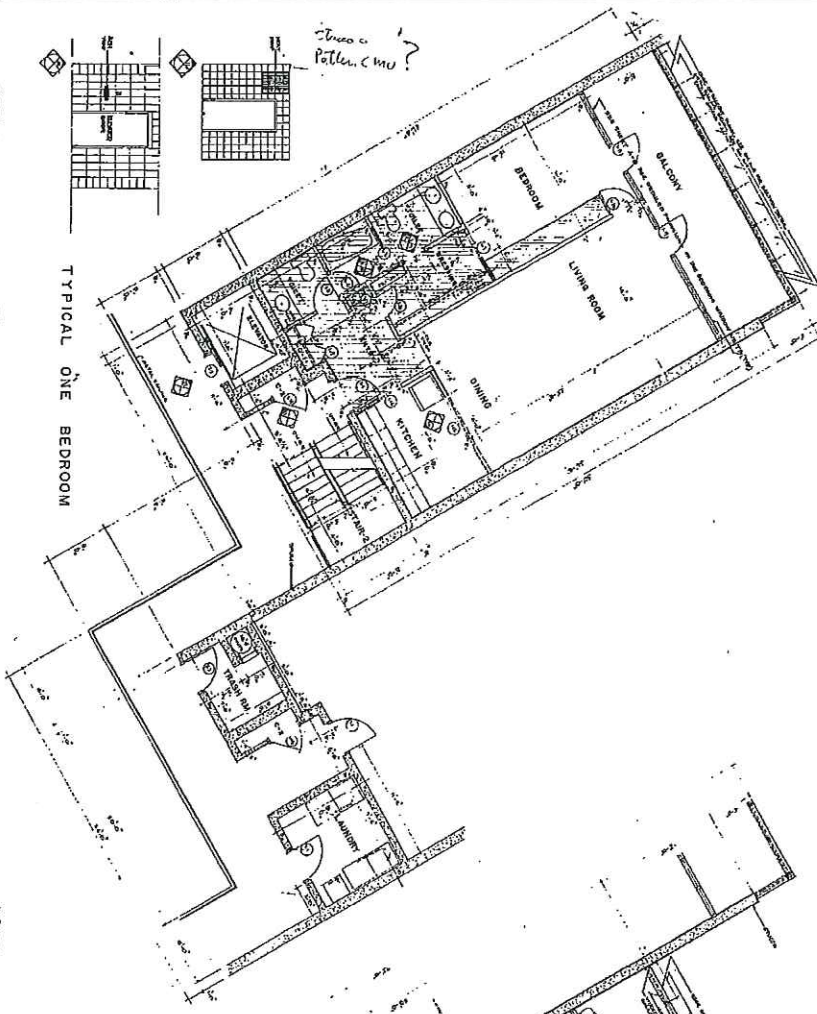
BOOK 325 PAGE 333

OFFICIAL RECORD

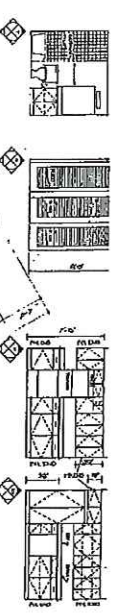
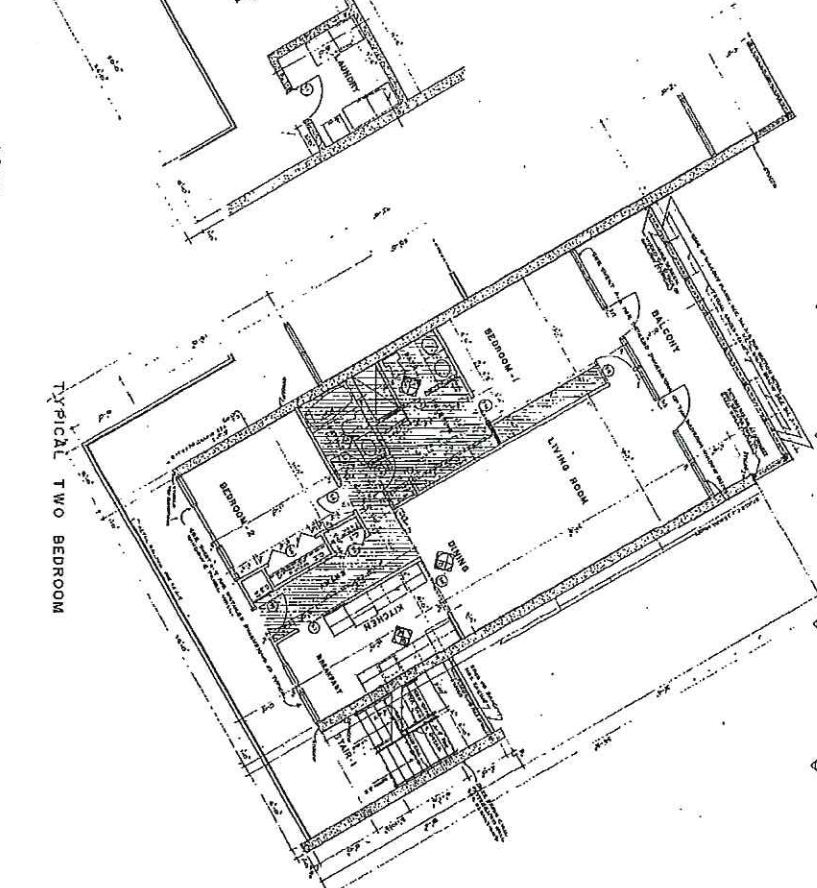
BOOK 325 PAGE 334 EXHIBIT NO. A-5

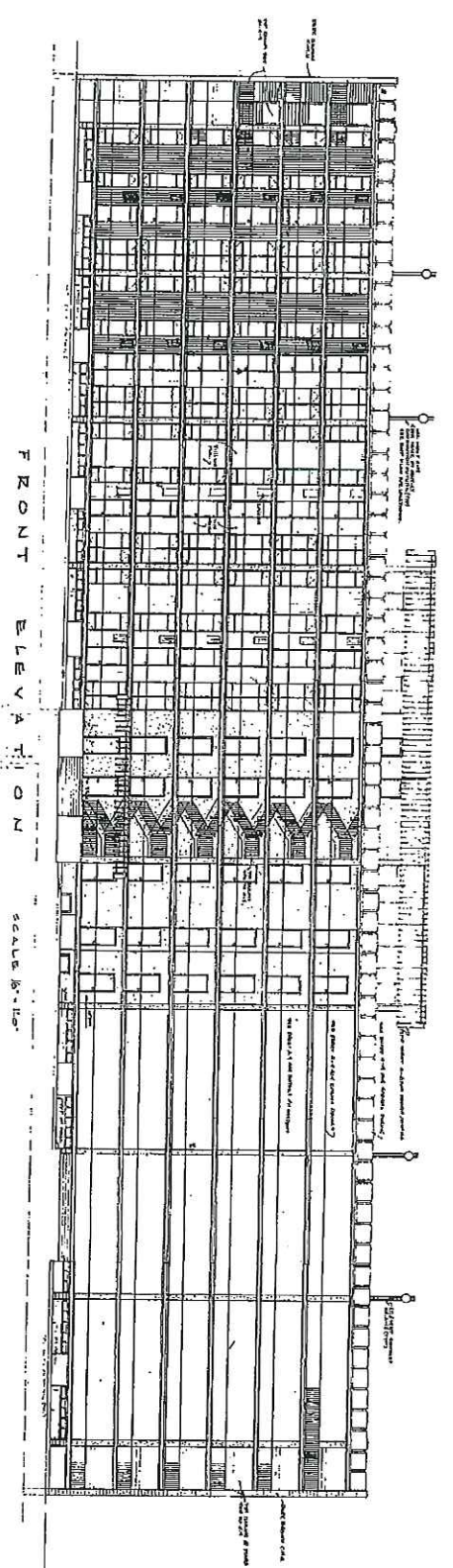


TYPICAL ONE BEDROOM

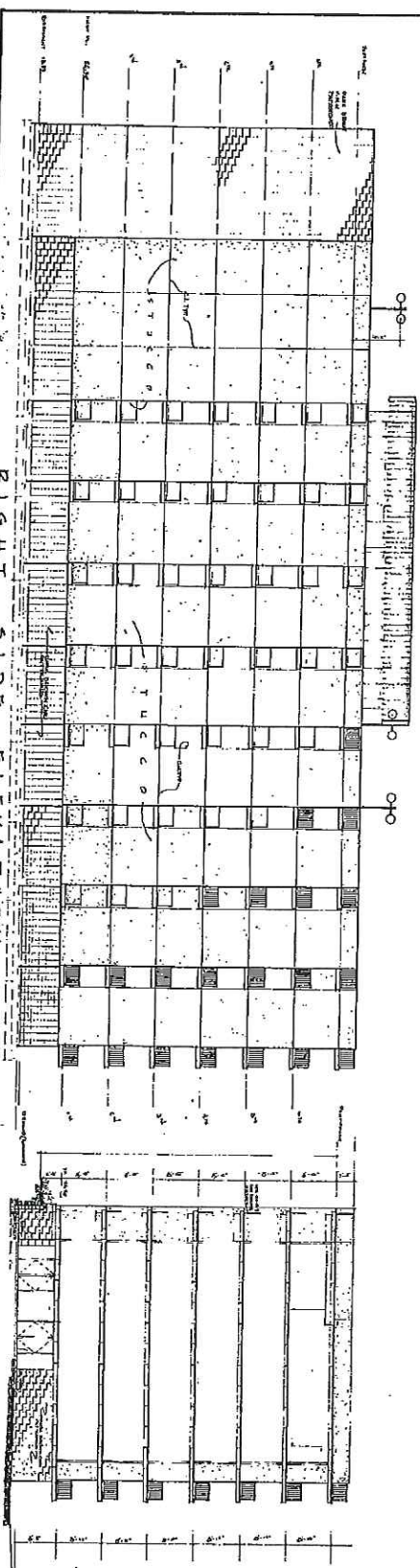


TYPICAL TWO BEDROOM





FRONT ELEVATION  
SCALE 3/8" = 1'-0"



RIGHT SIDE ELEVATION  
SCALE 3/8" = 1'-0"

SECTION  
SCALE 3/8" = 1'-0"

OFFICIAL RECORD BOOK 325 PAGE 335

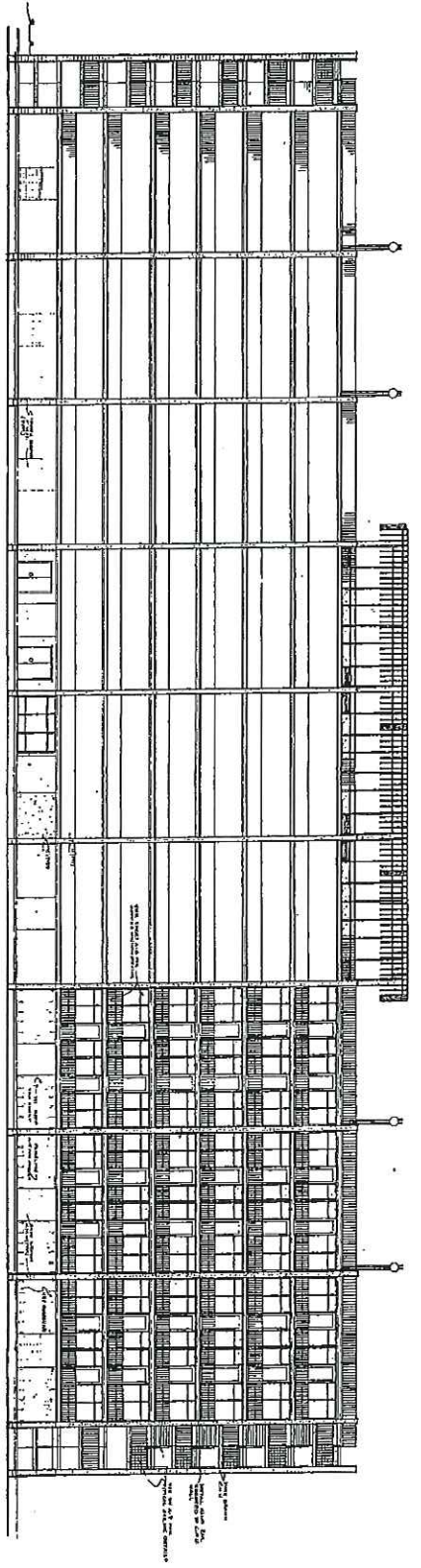
OFFICIAL RECORD BOOK 325 PAGE 336

OFFICIAL RECORD BOOK 325 PAGE 337

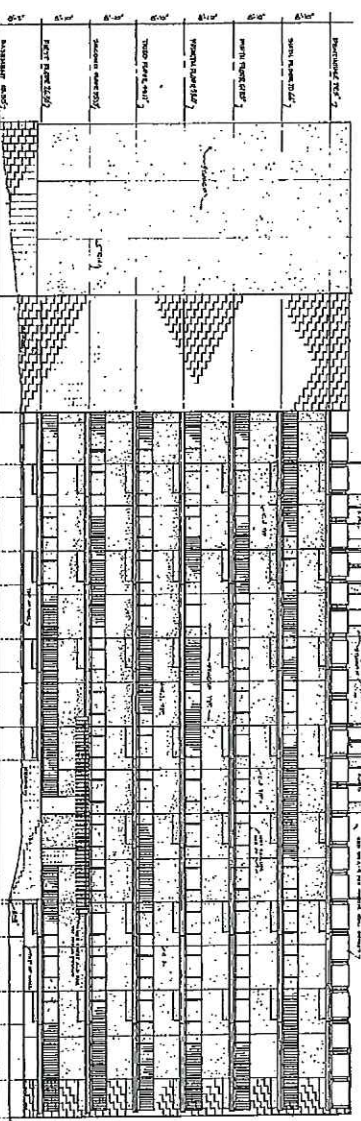
ERHART No.

A-6





REAR ELEVATION SCALE 1/8" = 1'-0"



LEFT SIDE ELEVATION SCALE 1/8" = 1'-0"

OFFICIAL RECORD BOOK 325 PAGE 338

OFFICIAL RECORD BOOK 325 PAGE 339

OFFICIAL RECORD BOOK 325 PAGE 340 EXHIBIT NO. A-7

EXHIBIT "C"

Units - Undivided Share in Common  
Elements and Common Surplus

An undivided .0165 share to Apartment No. 101  
An undivided .0161 share to Apartment No. 102  
An undivided .0161 share to Apartment No. 103  
An undivided .0161 share to Apartment No. 104  
An undivided .0133 share to Apartment No. 105  
An undivided .0133 share to Apartment No. 106  
An undivided .0161 share to Apartment No. 107  
An undivided .0161 share to Apartment No. 108  
An undivided .0165 share to Apartment No. 109  
An undivided .0173 share to Apartment No. 201  
An undivided .0169 share to Apartment No. 202  
An undivided .0169 share to Apartment No. 203  
An undivided .0169 share to Apartment No. 204  
An undivided .0139 share to Apartment No. 205  
An undivided .0139 share to Apartment No. 206  
An undivided .0169 share to Apartment No. 207  
An undivided .0169 share to Apartment No. 208  
An undivided .0173 share to Apartment No. 209  
An undivided .0181 share to Apartment No. 301  
An undivided .0177 share to Apartment No. 302  
An undivided .0177 share to Apartment No. 303  
An undivided .0177 share to Apartment No. 304  
An undivided .0147 share to Apartment No. 305  
An undivided .0147 share to Apartment No. 306  
An undivided .0177 share to Apartment No. 307  
An undivided .0177 share to Apartment No. 308  
An undivided .0181 share to Apartment No. 309  
An undivided .0191 share to Apartment No. 401  
An undivided .0187 share to Apartment No. 402

An undivided .0187 share to Apartment No. 403  
 An undivided .0187 share to Apartment No. 404  
 An undivided .0159 share to Apartment No. 405  
 An undivided .0159 share to Apartment No. 406  
 An undivided .0187 share to Apartment No. 407  
 An undivided .0187 share to Apartment No. 408  
 An undivided .0191 share to Apartment No. 409  
 An undivided .0202 share to Apartment No. 501  
 An undivided .0198 share to Apartment No. 502  
 An undivided .0198 share to Apartment No. 503  
 An undivided .0198 share to Apartment No. 504  
 An undivided .0168 share to Apartment No. 505  
 An undivided .0168 share to Apartment No. 506  
 An undivided .0198 share to Apartment No. 507  
 An undivided .0198 share to Apartment No. 508  
 An undivided .0202 share to Apartment No. 509  
 An undivided .0212 share to Apartment No. 601  
 An undivided .0208 share to Apartment No. 602  
 An undivided .0208 share to Apartment No. 603  
 An undivided .0208 share to Apartment No. 604  
 An undivided .0178 share to Apartment No. 605  
 An undivided .0178 share to Apartment No. 606  
 An undivided .0208 share to Apartment No. 607  
 An undivided .0208 share to Apartment No. 608  
 An undivided .0212 share to Apartment No. 609

Total .9596

Covered parking facilities numbers 1 through 27, inclusive,

.001496 each .0404

Total 1.000