

**PROPOSED AMENDMENTS TO  
ELIMINATE REFERENCES TO DEVELOPER  
MADE TO UNOFFICIAL AMENDED DECLARATION  
& TO ADD LEGAL UPDATES**

**PROPOSED  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
ESTABLISHING OF  
BRYN MAWR OCEAN TOWERS**

~~This Declaration, made this 19<sup>th</sup> day of May, 1983, by BRYN MAWR CORPORATION, a Florida corporation, having its principal place of business at 969 Beachland Boulevard, Vero Beach, Florida (hereinafter sometimes referred to as "Developer"), for itself, its successors, grantees and assigns:~~

~~WHEREIN, Developer makes the following declaration and submission:~~

~~The Declaration of Condominium establishing Bryn Mawr Ocean Towers was filed in the public records of St. Lucie County, Florida at Official Records Book 447, Page 840, et.seq., and amended at Official Records Book 693, Page 1653, et.seq., Official Records Book 1308, Page 2381, et.seq, and Official Records Book 1657, Page 979, et. seq.~~

~~By and through this Amended and Restated Declaration of Condominium of Bryn Mawr Ocean Towers, the Owners and Members of Bryn Mawr Ocean Towers Condominium Association, Inc. (hereinafter the "Association") do hereby express their desire to continue the scheme of condominium development as originally established and therefore have approved this Amended and Restated Declaration (hereinafter the "Declaration").~~

1. Purpose. ~~The purposes of this Declaration is to submit~~ The lands herein described and the improvements thereon have been submitted to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, herein called "the Condominium Act" ~~as and for a plan of condominium ownership consisting of real property and improvements thereon as hereinafter described.~~

a. Name and address. The name by which this condominium is to be identified is BRYN MAWR OCEAN TOWERS, a condominium (hereinafter referred to as the "Condominium"), and its address is ~~5205~~ 5055, 5061, 5057 and 5059 North A-1-A, North Hutchinson Island, St. Lucie County, Florida 34949.

b. The land and the development. ~~The land owned by the Developer which is hereby was~~ submitted to the condominium form of ownership ~~are~~ is the following described lands lying and being in St. Lucie County, Florida:

The North 550 feet of Section 14, Township 34 South, Range 40 East Less State Road A-1-A Right-of-Way and Less the South 300 Feet of the North 550 Feet lying East of State Road A-1-A.

And,

The North 550 feet of Section 15, Township 34 South, Range 40 East lying East of the Easterly Mean High Water Line of Blue Hole Creek and being contiguous with said Section 14. Said Blue Hole Creek being a part of the Indian River. Said land lying and being in St. Lucie County.

~~The Developer contemplates erecting on the afore-described property Four (4) Buildings containing two hundred and seven (207) units have been or may be erected on the afore-described property. Exhibits "F" and "E" "E" and "F", attached hereto, are a survey of the land hereby submitted to condominium ownership, and a graphic description of the improvements in which units are located and a plot plan thereof. Said Exhibits "F" and "E" "E" and "F", together with this Amended and Restated Declaration, are sufficient in detail to identify the Common Elements and each unit and their relative locations and approximate dimensions. The Condominium will consist of residential buildings A through D, as well as Common Elements more particularly described in Exhibits "F" "E" and "F" hereof. The Developer reserves the right to amend this Declaration of Condominium as provided by the applicable Florida Statutes and this document as set forth herein. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit in Buildings A, B and C are set forth in Exhibit "A" attached hereto and made a part hereof. No additional lands will be added to the Condominium. Each Unit's percentage share of the Common Elements, Common Expenses and Common Surplus has been computed based upon the square footage of each Unit as it relates to the total square footage in all the Units then submitted to condominium ownership in this Condominium.~~

c. Easements. ~~The Developer reserves~~ The following easements, which are reserved and are covenants running with the land of the Condominium.

(i) Utility easements are reserved through the Condominium property as may be required for utility services in order to adequately serve the Condominium, provided, however, such easements through a Condominium unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the Condominium unit owners.

(ii) An easement for ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks, roads, streets and lanes as the same from time to time may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes; said easement to be for the benefit of the Condominium. This easement shall not be construed to create in any person the right to park upon any portion of the Condominium property except those areas specifically assigned for same.

(iii) An easement is reserved through all common areas of the Condominium for the full and unrestricted use by the Condominium Unit owners within the area of land submitted to the Condominium, for all uses or purposes for which such common areas are designed or suited.

(iv) An easement for ingress and egress is granted BRYN MAWR Water and Sewer Company to allow said company access to its water and sewer plant located on property adjacent to the Condominium.

2. Survey and description of improvements. A survey of the land and a graphic description of the improvements in which units are located which identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements and each unit and their relative locations and approximate dimensions, are attached hereto as Exhibits "~~F~~" and "~~G~~" "E" and "F". There shall pass with each unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided by the Declaration; (c) an exclusive easement for the use of the air space occupied by the unit as provided in the Declaration; and (d) other appurtenances as may be provided in the Declaration.

~~Construction of the Condominium is not substantially completed. Upon substantial completion of construction, the Developer or the Association shall amend the Declaration to include a certificate of a surveyor authorized to practice in this state.~~

3. Units, Common Property and Limited Common Property. The Condominium consists of units, Common Property and Limited Common Property as said terms are hereinafter defined.

a. "Units", as the term is used herein, shall mean and comprise the ~~two hundred and seven (207)~~ separate and numbered dwelling units, as said units are defined in the Condominium Act, which are designated in Exhibit "G" to this Declaration of Condominium. Each unit will include that part of the building that lies within the following described boundaries of the unit:

(i) The horizontal boundaries shall be as described below, extended to an intersection with the perimetrical, or vertical, boundaries hereinafter defined:

Upper boundary: The plane of the undecorated unfinished ceiling.

Lower boundary: The plane of the undecorated unfinished floor.

(ii) The perimetrical boundaries of each unit shall be vertical planes of the undecorated unfinished interior walls bounding the unit, extended to intersections with each other and the upper and lower boundaries; there shall be included within each unit the exterior doors and windows appurtenant to the same.

The perimetrical boundaries of units are represented by heavy solid lines and designated as "floor plans" on ~~pages one through three of~~ Exhibit "G" attached hereto, while the upper and lower boundaries of the units are represented by dark solid lines and designated as

“elevations” on ~~pages one through three of~~ Exhibit “G” attached hereto.

b. “Common Property”, as that term (and the term “Common Elements”) is used herein, shall mean and comprise all of the real property, improvements and facilities of the Condominium other than the units, as same are hereinabove defined and shall include easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to all units (provided, however, that no such easement shall exist where no unit shares utility services in common with any other unit) and Common Property and easements of support in every portion of a unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of all such units, together with any real or personal property, or any interest therein, which may be acquired by the Association (hereinafter defined).

The fee title to each unit will include both the unit and its undivided interest in the Common Elements; said interest to be deemed to be conveyed or encumbered with its respective unit, even though the description in the instruments of conveyance or encumbrance may refer only to the fee title to the unit. Any attempt to separate the fee title to a unit from the undivided interest in the Common Elements shall be null and void.

c. “Limited Common Property”, as that term is used herein, shall mean and comprise that portion of the common property consisting of the following:

(i) Parking - ~~Two hundred and seven (207) s~~ Separate and designated covered or uncovered parking spaces, as specifically identified on Exhibit “A D” as to each of which said parking space is a right of exclusive use reserved to the corresponding unit owner.

(ii) Limited Recreational Elements - The meeting room, office and game room in each Building A are for the exclusive use of those people who own units in the Building A and to their guests. ~~Similar limited recreational elements are planned for Buildings B, C and D, and they, as well, will be limited to owners of units in Buildings B, C and D, and to their guests.~~

(iii) Storage Space - ~~Two hundred and seven (207) s~~ Separate and designated storage spaces, as specifically identified on Exhibit “G”, as to each of which said storage space is a right of exclusive use and reserved to the corresponding unit owner.

d. “Common Surplus”, as the term is used herein, shall mean all funds and other assets of ~~BRYN MAWR OCEAN TOWERS CONDOMINIUM ASSOCIATION, INC., (hereinafter referred to as the “Association”)~~, properly allocable to this Condominium in accordance with generally accepted principles of accounting, including excess of receipts of the Association (including, but not limited to, assessments, rents, profits and revenues from unit owners of the Condominium) over amount of the Common Expense for the Condominium. The Common Surplus shall be owned by unit owners in the proportions of percentages of ownership of the Common Elements provided in this Declaration ~~of Condominium~~.

4. Administration of the Condominium by the Association. ~~To provide efficiently and effectively for the administration of the Condominium by the owners of units, a non-profit Florida corporation, known and designated BRYN MAWR OCEAN TOWERS CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as t~~ The “Association”) has been was organized, and

~~said corporation~~ shall continue to administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration ~~of Condominium and in accordance with the terms of~~ the Articles of Incorporation ~~of the Association,~~ and the By-Laws ~~of said corporation.~~ A true copy of the Articles of Incorporation and By-Laws of said corporation are annexed hereto and expressly made a part hereof as Exhibits "B" and "C", respectively. The owner or owners of each unit shall automatically become members of the Association upon his/her, their or its acquisition of an ownership interest in or title to any unit in ~~BRYN MAWR OCEAN TOWERS,~~ a the Condominium, and the appurtenant undivided interest in Common Property and Limited Common Property in ~~BRYN MAWR OCEAN TOWERS, A~~ the Condominium, and upon recording evidence of such ownership interest in the public records of St. Lucie County, Florida, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in or title to such unit, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, said Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration ~~of Condominium,~~ levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the units, Common Property and Limited Common Property as the Board of Directors of the Association may deem to be in the best interests of the Condominium.

On all matters on which the membership is entitled to vote, there shall be only one (1) vote for each unit in the Condominium, which vote may be exercised by the owner or owners of each unit in the manner provided in the By-Laws of the Association, and which vote shall be subject to any limitations or restrictions provided in said By-Laws or in this Declaration ~~of Condominium.~~ Reference is hereby made to paragraph and provisions therein made relating to the Board of Directors of the Association. Should any member own more than one unit in the Condominium, such member shall be entitled to exercise as many votes as he owns units.

5. Perpetual non-exclusive easement in Common Property. The Common Property shall be, and the same is hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of units in this Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services, utilities and facilities for which the same are reasonably intended for the enjoyment of said owners of units, and as the same may exist or be necessary or desirable for the furnishing of the same to units or other areas of this condominium from time to time. Notwithstanding anything above provided in this paragraph to the contrary, the Association hereinbefore identified shall have the right to establish the rules and regulations pursuant to which the owner or owners of any unit may be entitled to the exclusive use of any parking space or spaces other than those parking spaces comprising Limited Common Property.

6. Easement for air space. The owner of each unit shall have an exclusive easement for the use of air space occupied by said unit as it exists at any particular time and as said unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

7. Easement for unintentional and non-negligent encroachments. In the event that any unit shall encroach upon any Common Property for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment onto the Common Property for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Property shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the Common Property into any unit for so long as such encroachment shall naturally exist.

8. Ownership of units and appurtenant share in Common Elements, Common Surplus and Common Expense. Each unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership. The owner or owners of all units shall own, as an appurtenance to the ownership of each said unit, an undivided share of all Common Elements and any Common Surplus of the Condominium. The undivided interest has been determined based upon the proportion to which the approximate square footage of each Condominium Unit bears to the total square footage of all Units in the Condominium. Exhibit "A", attached, provides a schedule of each unit's share in the Common Elements. Similarly, each owner of a unit shall be liable for and obligated to pay a share of the Common Expenses of the Condominium to the Association, as hereinafter provided, in the same proportion as each owner's share of the ownership of the Common Elements.

9. Developer's Warranty. ~~Subject to the provisions of Section 718.203 of the Condominium Act, the Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents, except as specifically set forth therein, and no person shall rely on any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimates only and no warranty, guarantee or representation is made or intended, nor may one be relied upon.~~

~~10. Amendment of Plans. The Developer reserves the right to change the interior design and arrangements of all apartment and to alter the boundaries between apartment, as long as Developer owns the apartments so altered. No such change will increase the number of apartments nor alter the boundaries of the Common Elements or Limited Common Elements without amendment of this Declaration in the manner described in paragraph 38 hereof. If the Developer shall make any changes in apartments, as herein authorized, such changes will be reflected by an amendment of this Declaration; and if more than one apartment is concerned, the Developer may apportion between the apartments the shares in the Common Elements appurtenant to the apartments concerned.~~

9.44. Restraint upon separation and partition of Common Property. Recognizing that the proper use of a unit by any owner or owners is dependent upon the use and enjoyment of the Common Property in common with the owners of all other units and that it is in the interest of all owners of units that the ownership of the Common Property be retained in common by the owners of units in the Condominium, it is declared that the undivided interest in the Common Property appurtenant to each unit shall remain undivided and no owner of any unit shall bring or have any right to bring any action for partition or division.

10.42-Restriction against further subdividing of Units and separate conveyance of appurtenant Common Property, etc. ~~Except as reserved to Developer,~~ No Unit may be divided or subdivided into a smaller Unit or ~~small~~ Units than as shown on Exhibit "G" hereto, nor shall any Unit, or portion thereof, be added or incorporated into any other Unit without the prior written consent of the Board of Directors of the Association, as hereinbelow provided. The undivided interest in the Common Property declared to be an appurtenance to each Unit and the Limited Common Property reserved for the exclusive use of the Unit owner shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Unit, and the undivided interest in Common Property appurtenant to each Unit and the Limited Common Property reserved for the exclusive use of the Unit owner shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such undivided interest in Common Property or the appurtenant Limited Common Property is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Unit. Any conveyance, mortgage or other instrument which purports to affect the interest or lien in, to or upon a Unit shall be null, void and of no effect insofar as the same purports to affect any interest in a Unit and its appurtenant undivided interest in Common Property or Limited Common Property, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire Unit. Any instrument conveying, devising, encumbering or otherwise dealing with any Unit which describes said Unit by the Unit number assigned thereto in Exhibit "G" without limitation or exception shall be deemed and construed to affect the entire Unit and its appurtenant undivided interest in Common Property or appurtenant Limited Common Property. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in Common Property or appurtenant Limited Common Property by more than one (1) person or entity as tenants in common, joint tenants or as tenants by the entirety.

11.43-Use or acquisition of interest in the Condominium to render user or acquirer subject to provisions of Declaration of Condominium, rules and regulations. All present or future owners, tenants or any other person who might use the facilities of the Condominium in any manner are subject to the provisions of this Declaration ~~of Condominium~~, and to the rules and regulations of Association, as the same may from time to time be adopted and promulgated, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration ~~of Declaration~~ and of the Association's rules and regulations are accepted and ratified in all respects.

12.44. Assessments: Liability, lien and enforcement. The Association is given the authority to administer the operation and management of the Condominium, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all Units. To administer properly the operation and management of the project, the Association will incur, for the mutual benefit of all of the owners of Units, continuing costs and expenses or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "Common Expenses". To provide the funds necessary for such proper operation and management, the said Association has heretofore been granted the right to make, levy and collect assessments against the owners of all Units and against the said Units. In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon the owners of all Units, to wit:

- a. The Board of Directors of the Association shall establish an annual budget in

advance of each fiscal year to project and determine the amount of the Common Expenses which may be required for the proper operation, management and maintenance of the Condominium and to allocate and assess such Common Expense among the Unit owners according to the share that each is required to pay. In determining such Common Expenses, the Board of Directors may provide for a capital operating reserve not to exceed fifteen percent (15%) of the total projected Common Expenses for the year for the Condominium. Each Unit owner shall share in the Common Expenses in the same proportion as he shares in the Common Elements as provided in Paragraph 8, above. ~~The Developer, however, shall be excused from the payment of assessments for Common Expenses relating to any unsold units until one year subsequent to the date of the issuance of a certificate of occupancy to any unit in the condominium. The Developer shall, however, be obligated to pay that portion of the Common Expenses incurred during such period which exceeds the amount assessed against other Unit owners.~~

b. Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance, or to perform any other function or act authorized expressly or impliedly by this Declaration, the Articles of Incorporation of the Association or its By-Laws.

c. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration ~~of Condominium~~ and the Articles of Incorporation and By-Laws of the Association and, as the monies for any assessment are paid unto Association by an owner of a Unit, the same may be commingled with the monies paid to the said Association by other owners of Units. Although all funds and other assets of the Association, and increments thereto or profits derived there from, or from the leasing or use of Common Property, shall be held for the benefit of the members of the Association, no member of said corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit. When the owner of a Unit shall cease to be a member of the Association by reason of the divestment of his ownership of such Unit, by whatever means, Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to said Association by such owner, as all monies which any owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of the Condominium.

d. The liability for any assessment or portion thereof may not be avoided by a Unit owner or waived by reason of such Unit owner's waiver of the use and enjoyment of any of the Common Elements of the Condominium or by his abandonment of his Unit.

e. Any assessment or installment thereon not paid within ten (10) days from the date upon which it is due shall be deemed delinquent and shall bear interest at the rate of eighteen percent (18%) per annum from its due date and shall remain delinquent until fully paid together with accrued interest. If such delinquency is not made good within sixty (60) days from the date the same occurred, the balance of the annual assessment remaining unpaid shall become immediately due and payable, and the Association may proceed to collect the same in any manner provided by law, including, without limitation, the foreclosure of its lien as provided in the Condominium Act.



f. The provisions of ~~718.116~~ of the Florida Condominium Act (§718.116, Florida Statutes, as amended from time to time), where the same are not in conflict with other provisions of this section of this Declaration, are incorporated herein by reference and made a part hereof.

g. The lien provided for in Florida Statutes §718.116, as amended from time to time, shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of assessments or enforcement of the lien therefor, as well as any sum expended by the Association to protect the security of its lien.

h. The holder of a first mortgage acquiring title to a Unit by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and their successors and assigns, shall not be solely liable for the share of Common Expenses or assessments pertaining to such Unit or chargeable to the former Unit owners, which become due prior to such acquisition of title as provided in §718.116, Florida Statutes, as amended from time to time. ~~Such~~ Any unpaid share of Common Expenses extinguished by foreclosure or by deed in lieu of foreclosure shall be collectible from all members of the Association and from all of the Unit owners in the Condominium, including such acquirer of title. Should Association be the owner of any Unit or Units, the assessment which would otherwise be due and payable to the Association by the owner of such Unit or Units, reduced by the amount of income which may be derived from the leasing of such Unit or Units by Association, shall be apportioned and assessment therefor levied ratably among the owners of all Units in the Condominium which are not owned by Association, based upon their proportionate membership in Association exclusive of the membership therein appurtenant to any Unit or Units owned by Association.

i. In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

~~13.45.~~ Maintenance and repair of Common Property and Limited Common Property by Association. Except as provided in Paragraph 17 hereof, the Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property and Limited Common Property, including those portions thereof which contribute to the support of the building, all conduits, ducts, plumbing, wiring and other facilities located in the Common Property and the Limited Common Property for the furnishing of utility or drainage services to the Units and said Common Property and Limited Common Property and, should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement on, of or at any Common Property, the said Association shall, at its expense, repair such incidental damage. If repairs to Common Property and Limited Common Property, or windows are made necessary by the negligence of any Unit owner, members of his

family, or his guests, employees, agents, invitees lessees, then such repairs shall be effected by the Association at the expense of said Unit owner, and payment for the same shall be made within ten (10) days of demand by the Association; if unpaid within ten (10) days, then the Association may proceed to collect the same, together with costs of collection, as herein provided for the collection of delinquent assessments for maintenance. All responsibilities of the Association hereunder for maintenance, repair or replacement shall be insured against loss as herein-below provided in Paragraph ~~46~~ 14.

14.14. Insurance coverage, use and distribution of proceeds, repair or reconstruction after casualty.

a. All insurance policies upon improvements to the land, and personal property owned by the Association, as provided for herein, shall be purchased by the Association. The named insured shall be the Association, and the Unit owners and their mortgagees as their interests may appear. Provision shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the Unit owners and their mortgagees.

b. Except as provided below, the Association shall be required to obtain and maintain casualty insurance covering all improvements upon the land, including all parts of the buildings, both exterior and interior, and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier; or, if approved by the Board of Directors, such insurance may be carried on not less than a ninety percent (90%) co-insurance basis. The coverage shall afford protection against loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsements and such other risks as are customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The coverage shall exclude the following items located within a unit: floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioner and heating equipment, water heaters, water filters, built-in cabinets and countertops, 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, and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries, furniture, furnishings, personal effects and all other personal property belonging to the unit owner. The Association shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection to the Association and its members against any act or omission to act, on the part of the Association. All liability insurance maintained by the Association shall contain cross-liability endorsements to cover liability of the Unit owners as a group to each Unit owner.

The Association may carry such other insurance, or obtain such other coverage, as the Board of Directors may determine to be desirable, Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

c. The premiums upon all insurance policies herein referred to shall be paid by the Association as a Common Expense.

d. Association is hereby declared to be and appointed as authorized agent for all of

the owners of all Units for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss or damage to insured property.

e. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the buildings or other improvements shall be payable to the Association and the institutional first mortgagees to which have been issued loss payable mortgagee endorsements.

In the event any loss damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, the institutional first mortgagees which are named as payees upon the drafts issued by the insurance carrier shall endorse said drafts and deliver the same to the Association; provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

"Substantial" loss, damage or destruction, as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of five percent (5%) of the amount of coverage applicable to the particular improvement or improvements suffering loss, damage or destruction in any one instance under the Association's casualty insurance policy or policies then existing, in order to restore, repair and reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the Condominium improvements shall be payable to the Association, unless there shall have been issued a loss payable mortgagee endorsement to an institutional first mortgagee, in which case insurance proceeds shall be payable to the Association and such mortgagee, and such proceeds shall be made available to the institutional first mortgagee which holds the mortgage on the particular improvement sustaining loss, damage or destruction, or, in the event of loss, damage or destruction to more than one Unit, to the institutional first mortgagee which may hold the greater number of mortgages encumbering the Units which may have sustained loss, damage or destruction in any one instance in the Condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished to the reconstruction, restoration and repair of the Condominium improvements. Disbursements from such construction fund by such institutional first mortgagee shall be in accordance with such institution's usual and customary construction loan procedures. In the event of the loss of or damage to Common Property, Limited Common Property and any Unit or Units, which loss or damage is covered by the casualty insurance, the proceeds paid to the Association to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of Common Property, real or personal, and Limited Common Property, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any Unit or Units which may have sustained loss or damage so covered. Any sums remaining in the construction fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor shall be paid over to the Association and held for, and/or distributed to, the Unit

owners in proportion to each Unit owner's share of the Common Surplus. If the insurance proceeds payable as a result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the owner of the damaged Unit and against all members and all Unit owners (as a Common Expense) in case of damage to Common Elements, for the amount of such insufficiency, and shall pay said sum into the aforesaid construction fund. If at any time during reconstruction and repair or upon completion of reconstruction and repair the funds in the hands of Association for the payment of the costs thereof are insufficient, assessments shall be made against the owners who own the damaged Units, and against all owners of Units in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against owners of Units for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments for damage to Limited Common Elements shall be in proportion to each owner's share in the Limited Common Elements.

Notwithstanding which institutional first mortgagee holds the greater number of mortgages encumbering the Units, such mortgagees may agree between or among themselves as to which one shall administer the construction fund in the event of loss or damage to more than one Unit in any one instance. If there be no institutional mortgagee as to whom a loss payable endorsement has been issued for any Unit, then the insurance proceeds for loss or damage to such unencumbered Unit shall be paid to Association and used for reconstruction and repair in the same manner as hereinabove provided for use by an institutional first mortgagee.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Directors may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as herein-above provided. No institutional mortgagee shall be required to cause such insurance proceeds to be made available to the Association prior to completion of any necessary restoration, repair or reconstruction, "unless arrangements are made by the Association to satisfactorily assure that such restoration, repair and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repair and reconstruction, or (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the Common Elements or of any Unit, unless an appropriate amendment be made to this Declaration.

f. Where physical damage has been sustained to the Condominium improvements and the insurance proceeds have not been paid into a construction fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced as soon as reasonably possible, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering a Unit which shall have sustained loss, damage or destruction shall be entitled to receive that portion of the insurance proceeds applicable to the loss sustained by said Unit provided that no other Unit, Common Property or Limited Common Property shall have

sustained loss, damage or destruction occasioned at the same time and from the same cause (in which event said institutional mortgagee shall only be entitled to receive the portion of the insurance proceeds apportioned to said Unit in the same share as the share in the Common Elements appurtenant to said Unit).

g. If substantial loss, damage or destruction shall be sustained to the Condominium improvements, the Condominium may be terminated as hereinafter provided in Paragraph 3633 provided, however, such termination will not be effective without the written consent of all institutional first mortgagees holding mortgages encumbering Units.

15.47. Personal liability and risk of loss of owner of Unit and separate insurance coverage, etc. The owner of each Unit ~~may shall~~, at his own expense, obtain insurance coverage for loss of or damage to all real or personal property located within the boundaries of the unit owner's unit which is excluded from the coverage to be provided by the Association as set forth in paragraph 14 above. ~~, furniture, furnishings, personal effects and other personal property belonging to such owner, and~~ The owner of each unit may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Unit or upon the Common Property or the Limited Common Property. All such insurance obtained by the owner of each Unit shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of Units, Association and the respective servants, agents and guests of said other owners and Association and such other insurance coverage shall be obtained from the insurance company from which Association obtains coverage. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property or for loss or damage for which the Association is responsible under other provisions of this Declaration) belonging to or carried on the person of the then owner of each Unit, or which may be stored in any Unit, or in, to or upon Common Property or Limited Common Property, shall be borne by the owner of each such Unit. All personal property and furnishings or fixtures constituting a portion of the Common Property and held for the joint use and benefit of all owners of all Units and all other property, whether Common or not, maintenance, repair or replacement of which is the responsibility of the Association under other provisions of this Declaration shall be covered by such insurance as shall be maintained in force and effect by the Association as herein provided. The owner of a Unit shall have no personal liability for any damages caused by the Association or in connection with the use of the Common Property or Limited Common Property. The owner of a Unit shall be liable for injuries or damages resulting from an accident in his own Unit, to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

16.48. Right of Association to alter and improve property and assessment therefor. Association shall have the right to make or cause to be made such alterations or improvements to the Common Property as do not prejudice the rights of the owners of any Unit in the use and enjoyment of his Unit, (unless such owner's written consent has been obtained), provided the making of such alterations and improvements are approved by the Board of Directors of the Association, and the cost of such alterations or improvements shall be assessed as Common Expenses to be assessed and collected from all of the owners of Units. However, where any alterations and improvements are exclusively or substantially for the benefit of the owner or owners of a Unit or Units exclusively or substantially benefitted, the assessment shall be levied in such proportion as may be determined by the Board of Directors of the Association. The cost of any alterations or improvements contemplated by this Section ~~48~~ 16 shall not be assessed against an

institutional lender acquiring its title as the result of owning a mortgage upon the Unit owned, unless such owner shall approve the alterations or improvements, regardless of whether title was acquired by foreclosure or deed in lieu thereof.

17.19- Maintenance and repair by owners of Units. Every owner must perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Condominium in its entirety or affect any part belonging to other owners, being expressly responsible for the damages and liability which his failure to do so may engender. The owner of each Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning, heating equipment and all other mechanical systems serving only his Unit, stoves, refrigerators, fans or other appliance or equipment, including any fixtures and or their connection required to provide water, light power, telephone, sewage and sanitary service to his Unit and which may now or hereafter be situated in his Unit or be for the purpose of serving only his Unit. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all interior wall, ceiling and floor exterior surfaces, windows, painting, decorating, and furnishings, and all other accessories which such owner may desire to place or maintain in his Unit. Wherever the maintenance, repair and replacement of any items which the owner of a Unit is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received by Association shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The floor and interior walls of a terrace, patio, balcony, yard, or loggia appurtenant to a Unit, shall be maintained by the owner of the Unit at his expense; provided that an owner of a Unit shall not build, furnish or otherwise decorate or change in any manner the appearance of any portion of the exterior of the Unit owned by him or the building within which the Unit is located without the prior, written consent of the Association.

18.20- Right of entry for maintenance of Common Property. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Common Property or any property which the Association has the duty or right to maintain or repair (although not Common Property), or to go upon any Limited Common Property constituting an appurtenance to any such Unit, for such purpose, the owner of each Unit shall permit other owners or their representatives, or the duly constituted and authorized agent of Association, to enter such Unit, or to go upon the Limited Common Property constituting an appurtenance to any Unit, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

19.24- Right of entry into Units in emergencies. In case of any emergency originating in or threatening any Unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and, to facilitate entry in the event of any such emergency, the owner of each Unit, if required by the Association, shall deposit, under the control of the Association, a key to such Unit.

20.22- Limitation upon right of owners to alter and modify Units. Unless otherwise provided herein, no owner of a Unit shall permit there to be made any structural modifications or alterations in such Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of the Association determine, in their sole and absolute discretion, that such structural modifications or alterations would affect or in any manner endanger the Condominium in part or in its entirety. If the modification or alteration desired by the owner of any Unit involves the removal of any permanent interior partition, such owner, without consent of the Association or its Board, shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting Common Property located therein. No owner shall cause any improvements or changes to be made on the exterior of his Unit or of the Condominium, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air-conditioning units, which may protrude through walls or roof of the Condominium building, or in any manner change the appearance of any portion of the building not within the walls of such Unit. No Unit owner will cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the Condominium building; and no Unit owner will in any way change or alter the appearance of any portion of the exterior of the building constituting a part of his Unit or any surface of an interior building or patio wall facing Common Elements or visible from Common Property or any other unit without the prior written consent of the Association. No clothes lines or similar devices, and no signs of any type, will be allowed on any part of the Condominium. Provided, however, a unit owner may install a satellite dish or antenna, less than one (1) meter in diameter, within the Unit or the Limited Common Element Balcony or Patio, in accordance with the regulations of the Federal Communications Commission.

Association shall determine the exterior color scheme of the buildings and the nature and color of all exterior decorative elements, fixtures or furnishings.

Unit owners may enclose Limited Common Element balconies or patios, in accordance with uniform plans approved by the Board of Directors of the Association for such purpose. A Unit owner who encloses a balcony area other than in accordance with the uniform plans approved by the Board of Directors of the Association shall be subject to all rights and remedies of which the Association may avail itself of pursuant to ~~p~~ Paragraph ~~32~~ 29 herein.

21.23- Residential use restriction, use of Common Property and Limited Common Property subject to rules of Association. Each Unit is hereby restricted to private residential use and the use of Common Property by the owner or owners of all Units, and all other parties authorized to use the same, and the use of Limited Common Property by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the Association.

~~Until the Developer has closed sales of all of the Units in this Condominium, neither the other Unit owners nor the Association shall interfere with the sale of such Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate its sales, including but not limited to maintenance of a sales office, model Units, the showing of the property and the display of signs.~~

22.24. The Condominium to be used for lawful purposes, restriction against nuisances, etc.

No immoral, improper, offensive or unlawful use shall be made of any Unit or of the Common Property, or of the Limited Common Property, nor any part thereof, and all rules and regulations, all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Unit shall permit or suffer anything to be done or kept in his Unit or on the Common Property, or on the Limited Common Property, which will increase the rate of insurance on the Condominium or which will obstruct or interfere with the rights of other owners or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a Unit, or which interferes with the peaceful possession and proper use of any other Unit, or the Common Property, or the Limited Common Property.

23.25. Sales and leasing of Units, right of first refusal in Association, exceptions.

a. With the exception of transfer of ownership of any Unit by one co-tenant to another, should a Unit owner desire to sell or lease his Unit, the Association shall have and is hereby given and granted the right of first refusal to purchase or lease such Unit, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such owner may have received for the sale or lease of his Unit. A "bona fide offer" is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or lease, and, in the case of an offer to purchase, accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price. Whenever a Unit owner has received a bona fide offer to purchase or lease his Unit, such owner shall notify the Board of Directors of the Association, in writing, of his desire to accept such offer, stating the name, address, business, occupation or employment of the offeror, an executed copy of the bona fide offer for such purchase or lease to accompany the notice. The right of first refusal in the Association includes the right of the Association to designate another person or entity to take title to the Unit or to lease the same in the event the Association exercises its right of first refusal. If the Association, upon the written approval of a majority of its Board of Directors and of the owners of Units in the Condominium to which at least fifty-one percent (51%) of the Common Elements are appurtenant, elects to exercise its option to purchase or lease (or cause the same to be purchased or leased by its designee), the Association shall notify the Unit owner desiring to sell or lease of exercise of its option, such notice to be in writing and posted by registered or certified mail to such owner within thirty (30) days from the Association's receipt of the owner's notice. Said notice by the Association to the owner, in order to be effective, must be accompanied by a binding written offer on the part of the Association, or its designee, containing the same terms and conditions as the original offer to the Unit owner, and, if an offer to purchase, shall be accompanied by an earnest money deposit of at least ten percent (10%) of the purchase price. The Unit shall then be purchased or leased by the Association, or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any Unit owner has notified the Board of Directors of the Association of his desire to sell or lease as hereinabove provided, such owner shall be free to consummate such sale or lease of his Unit unless the Association, within thirty (30) days from receipt of the owner's required notice, shall have notified such owner of exercise of the right of first refusal. In such event, the owner shall not sell, or lease the Unit to any other than the party designated ~~to~~ by the Board of Directors in the owner's original notice required hereunder nor for any lower purchase price or



rental, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the Association, without again giving to the Association the right of first refusal upon such new terms.

b. All lease agreements by a Unit owner for the lease of his Unit shall be for a minimum term of thirty (30) days and any lease for a term of less than thirty (30) days must be disapproved by the Board of Directors of the Association.

c. Notwithstanding the provisions of paragraph 23(a), the Board of Directors of Association may affirmatively approve and give consent to a proposed sale or lease, and may do so without the approval of the members of the Association, provided that a majority of the Board of Directors of the Association, concur and evidence such concurrence in writing in the form of a certificate executed by the President and Secretary of the Association with the formalities of a deed so that the same shall be entitled to recordation in the public records of St. Lucie County, Florida, delivered to the Unit owner desiring to sell or lease his Unit. Such certificate shall bind the Association and no grantee or mortgagee shall be obligated to make further determination of such approval, but may rely upon such certificate.

d. Any purported sale or lease of a Unit where the owner has failed to comply with the foregoing provisions of this paragraph ~~25~~ 23 shall be voidable at the election of the Board of Directors of the Association, provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale or lease transaction, such consummation to be evidenced by occupancy of the Unit or by the recordation of a deed of conveyance thereto; and provided, further, that the Association commences an action within such ninety (90) day period to have the same declared void.

e. Any institutional first mortgagee making a mortgage loan for the purpose of financing the purchase of a Unit in the Condominium shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this paragraph ~~25~~ 23 and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

f. Any purchaser of a Unit in the Condominium, whose prospective seller has been in title for at least ninety (90) days preceding such purchase, shall not be required to make inquiry into whether or not such seller's Grantor complied with the provisions of this paragraph ~~25~~ 23 in selling such Unit to such seller. After ninety (90) days following the consummation of any transaction involving the sale of a Unit in the Condominium, which consummation shall be evidenced by the recordation of a deed conveying the title to such Unit, no action whatsoever may be brought by the Association to void such transaction by reason of non-compliance with this paragraph ~~25~~ 23.

g. Any lease approved by the Board of Directors shall provide that it may not be extended or assigned without the approval of the Board of Directors, and the lessee may not sublet without such approval. Any lessee occupying a Unit under an approved lease shall be fully subject to the terms of this Declaration and the rules, regulations and By-Laws of the Association, and such lease shall be subject to cancellation by the Association without notice if the lessee thereunder shall fail to comply with the rules and regulations contained herein or which may hereafter be established by

the Association.

h. The right of first refusal granted to the Association shall not apply or be operative to any foreclosure or other judicial sale of a Unit, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the right of first refusal in the Association relative to the sale or lease of a Unit.

i. All of the terms and provisions of this paragraph ~~25~~ 23 set forth hereinabove relative to the right of first refusal of the Association shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to a Unit by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer, lease or otherwise dispose of such Unit as it may deem in its best interest, without first offering the same to the Board of Directors and without any restriction whatsoever. ~~The exceptions to the right of first refusal as set forth in this Section (i) of this paragraph 25 shall be fully applicable to the Developer, which likewise shall have the unrestricted right to sell or lease Units which it owns in the Condominium without the approval of Association, its members or directors.~~

24.26. Pet restriction. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit except that dogs (not to exceed 30 pounds), cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

25.27. Transfers other than by sale.

a. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit will be subject to the approval of the Board of Directors of the Association.

b. If any Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit will be subject to the approval of the Board of Directors of the Association.

c. If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his Unit will be subject to the approval of the Board of Directors of the Association.

d. A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors of the Association notice of the acquiring of his title, together with such information concerning the Unit owner as said Board may reasonably require and a certified copy of the instrument evidencing the owner's title. If the above required notice to the Board of Directors of the Association is not given, then, at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, said Board, at its election and without notice, may approve or disapprove the transaction or ownership. If said Board disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

e. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner not previously mentioned, then, within sixty (60) days after receipt from the Unit owner of the notice and information required to be furnished, the Board of Directors, if it shall affirmatively disapprove such ownership, may deliver or mail by registered mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by it (which such purchaser may be the Association itself), who will purchase and to whom the Unit owner must sell the Unit under the following terms:

(1) The sale price will be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two (2) appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

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

(3) The sale will be closed within ten (10) days following the determination of the sale price.

(4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.

(5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, such ownership will be deemed to have been approved, and said Board shall furnish a certificate of approval as elsewhere provided.

~~f. No provision or limitation hereinabove provided in this paragraph 27 shall be applicable or operative as to any transfer by Developer.~~

~~26. 28.~~ Association to maintain registry of owners and mortgagees. The Association shall at all times maintain a register setting forth the names of the owners of all of the Units, and, in the event of the sale or transfer of any Unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Unit together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Unit. Further, the owner of every Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages, The holder of any mortgage or mortgages upon any Unit may, if they so desire, notify Association of the existence of any mortgage or mortgages held by such party on any Unit, and, upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

~~27. 29.~~ Approval of corporate owner or purchaser. Inasmuch as the Condominium may be

used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Unit be approved by the Board of Directors of the Association. ~~No provision or requirement of this paragraph 29 shall be applicable to or operative as to Developer.~~

28. 30. Apportionment of tax or special assessment if levied and assessed against the Condominium as a whole. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole, as opposed to levying and assessing such tax or special assessment against each Unit and its appurtenant undivided interest in Common Property, as now provided by law, then such tax or special assessment so levied shall be paid as a Common Expense by Association, and any taxes or special assessments which are to be so levied shall be included, wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all Units and said Units if not included in said annual budget.

The amount of any tax or special assessment paid or to be paid by Association in the event that such tax or special assessment is levied against the Condominium as a whole, instead of against each separate Unit and its appurtenant and undivided interest in Common Property shall be apportioned among the owners of all Units so that the amount of tax or special assessment so paid or to be paid by the Association and attributable to and to be paid by the owner or owners of each Unit shall be that portion of such total tax or special assessment which bears the same ratio to said total tax or special assessment as the undivided interest in Common Property appurtenant to each Unit bears to the total undivided interest in Common Property appurtenant to all Units. In the event that any tax or special assessment shall be levied against the Condominium in its entirety, without apportionment by the taxing authority to the Units and appurtenant undivided interests in Common Property, then the assessment by the Association, which shall include the proportionate share of such tax or special assessment attributable to each Unit and its appurtenant undivided interest in Common Property, shall separately specify and identify the amount of such assessment attributable to tax or special assessment, and the amount of such tax or special assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any Unit and its appurtenant undivided interest in Common Property, regardless of the date of the attachment or recording of such mortgage or encumbrance, to the same extent as though such tax or special assessment has been separately levied by the taxing authority upon each Unit and its appurtenant undivided interest in Common Property.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by said Association and shall be included as a Common Expense in the annual budget of the Association.

~~31. Right of Developer to sell or lease Units owned by it free of right of first refusal or right of redemption, and right of Developer to representation on Board of Directors of Association. So long as Developer shall own any Unit, the said Developer shall have the absolute right to lease or sell any such Unit to any person, firm or corporation upon any terms and conditions as it shall deem to be in its own best interests, and, as to the lease or sale of any Unit by Developer, the right of first refusal and any right of redemption herein granted to Association shall not be operative or~~

effective in any manner.

~~When Unit owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of fifty percent (50%) of the Units that will be operated ultimately by the Association, three (3) months after sales have been closed by the Developer of ninety percent (90%) of the Units that will be operated ultimately by the Association, or when all of the Units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business five percent of the units of the Condominium operated by the Association. Whenever Developer shall be entitled to designate and select any person or persons to serve on any Board of Directors of Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation or By-Laws of Association, and Developer, or Developer's successors or assigns, shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director of Directors so removed. Any Director designated and selected by Developer need not be a resident in the Condominium or a member of Association.~~

~~Any representative or designee of Developer serving on the Board of Directors of Association shall not be required to disqualify himself upon any vote upon any management contract or any other matter between Developer and Association where the said Developer may have a pecuniary or other interest. Similarly, Developer, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of Association upon any management contract or any other matter between Developer and Association where the said Developer may have a pecuniary or other interest.~~

29. 32. Remedies in event of default. The owner or owners of each Unit shall be governed by and shall comply with the provisions of this Declaration of Condominium, the Articles of Incorporation and By-Laws, and the rules and regulations of the Association, as any of the same are now constituted or as they may hereafter be amended or adopted from time to time. A default by the owner or owners of any Unit shall entitle the Association or the owner or owners of another Unit or other Units to the following relief:

a. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or which may be adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive

relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a Unit.

b. The owner or owners of each Unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their quests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. A Unit owner will pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit owner.

c. In any proceeding arising because of an alleged default by the owner of any Unit, the Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court (including fees incurred in any appeal), but in no event shall the owner of any Unit be entitled to such attorneys' fees.

d. The failure of the Association or of the owner of a Unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above-mentioned documents shall not constitute a waiver of the right of the Association or of the owner of a Unit to enforce such right, provision, covenant or condition in the future.

e. All rights, remedies and privileges granted to the Association or the owner or owners of a Unit pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above-mentioned documents 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 thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

~~f. The failure of Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other above-mentioned documents shall not constitute a waiver of the right of Developer to thereafter enforce such right, provision, covenant or condition in the future.~~

~~30.33. Declaration of Condominium binding upon Developer, its successors and assigns, and subsequent owners.~~ The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Property, and this Declaration of Condominium shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

~~31.34. Liberal construction.~~ The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium

ownership.

~~32.35.~~ Severability. In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

~~33.36.~~ Termination. Notwithstanding anything to the contrary contained in paragraph ~~14~~ ~~16~~ hereof, in the event of fire or other casualty or disaster which shall so destroy the Condominium buildings containing Units as to require more than sixteen (16) of said Units, as determined by the Board of Directors of the Association, in its sole and absolute discretion, to be reconstructed, then this Declaration of Condominium and the plan of condominium ownership established herein shall terminate, unless owners of Units to which at least seventy-five percent (75%) of the Common Elements are appurtenant agree that the Condominium buildings shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said building requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies. If, as above provided, this Declaration of Condominium and the plan of condominium ownership established herein is to be terminated, then a certificate of a resolution of the Board of Directors of the Association to said effect and notice of the cancellation and termination hereof shall be executed by the President and Secretary of the Association in recordable form, and such instrument shall be recorded in the public records of St. Lucie County, Florida. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, all of the owners of Units shall be and become tenants in common as to the ownership of the real property herein described, and any then remaining improvements thereon, the undivided interest in such real property and remaining improvements held by the owner or owners of each Unit to be the same as the undivided interest in Common Property which was formerly appurtenant to such Unit and the lien of any mortgage or other encumbrance upon each Unit shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a Unit in the property and the then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, the Association shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the Units and their mortgages, as their respective interests may appear, such distribution to be made to the owner or owners of each Unit in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided. The assets of the Association, upon termination of the plan of condominium ownership created hereby, shall then be distributed to the owner or all of the owners of each Unit and to his or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance indemnity.

Except in the event of this Declaration of Condominium and the plan of condominium ownership established herein being terminated as hereinbefore provided, this Declaration of Condominium and said plan of condominium ownership may only be otherwise terminated by the unanimous consent of all of the owners of all Units and all of the parties holding mortgages, liens or

other encumbrances against any of said units, and by the Board of Directors of the Association, in which event the termination of the Condominium shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances and by the Board of Directors of the Association. Such election to terminate this Declaration of Condominium and the plan of condominium ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the public records of St. Lucie County, Florida.

In the event of the termination of the Condominium as herein provided, any exclusive right to use a parking or storage space constituting Limited Common Property or any boat slip, and which may be an appurtenance to any Unit shall be automatically canceled and terminated, and all Limited Common Property or boat slip shall be treated in the same manner as though the same constituted a portion of Common Property as to which no exclusive rights to use the same for dockage, parking or storage purposes ever existed.

34 37. Amendment of Declaration of Condominium. Except for alteration in the percentage of ownership in Common Property appurtenant to each Unit, or alteration of the basis for apportionment of assessments which may be levied by the Association in accordance with the provisions hereof, in which said instances consent of all of the owners of all Units and their respective mortgagees shall be required ~~and except for any alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of Developer, which said rights and privileges granted and reserved unto the said Developer shall only be altered, amended or modified with the express written consent of said Developer,~~ and provided that no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee ~~or in favor of the Developer~~ without the consent of all such mortgagees, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors or by members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) fourteen (14) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice



and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of a majority of the entire membership in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of the Association with the same formalities as a deed and shall be recorded in the public records of St. Lucie County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to refer specifically to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the Association shall be delivered to all of the owners of all Units, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

~~Provided, and anything hereinabove to the contrary notwithstanding, Developer reserves the right to change the interior design and arrangement of all Units, and to alter the boundaries between Units, so long as Developer owns the Unit or Units so altered. No such change shall increase the number of Units nor alter the boundaries of the Common Elements without amendment of this Declaration by approval of the Association, Unit owners and institutional first mortgagees in the manner hereinabove provided. If Developer shall make any changes in Units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one (1) Unit is concerned, Developer shall apportion between the Units the shares in the Common Elements appurtenant to the Units concerned. An amendment of this Declaration reflecting authorized alteration of Unit plans by Developer need be signed and acknowledged only by Developer and need not be approved by the Association, Unit owners or lienors or mortgagees of Units or of the Condominium, whether or not elsewhere required for amendment. Further provided, anything contained in this Declaration or any exhibits hereto to the contrary notwithstanding, that this Declaration may be amended by the vote of a majority of the Board of Directors of the Association without vote of the membership, so long as Developer reserves or retains rights as hereinabove provided in paragraph 31, and, in the event of amendment by a majority of the Board of Directors, such amendment shall be transcribed and certified by the President and Secretary of the Association with all of the formalities of a deed or in such manner as will entitle such amendment to recordation in the public records of St. Lucie County, Florida.~~

38. Residential Building D. As of the effective date of this amendment, Residential Building D has not been built and the ownership of the unbuilt units is vested in the Association. Notwithstanding any other provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, the Association may not construct or convey its ownership interest in the unbuilt units within Residential Building D without prior approval of a majority of the Board of Directors and two-thirds (2/3rds) of the members present, in person or by proxy, as a Members' Meeting.

39. Authority to cast Votes for Association Owned Units. The Board of Directors shall cast

the votes attributable to any units owned by the Association in any membership vote, in the same proportion as the other unit owners have cast their votes.