

DECLARATION OF CONDOMINIUM  
OF  
THE GABLES OF VERO BEACH

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THIS DECLARATION is made as of May 19, 1987, by THE GABLES DEVELOPMENT COMPANY, INC., a Florida corporation (the "Declarant", as hereinafter defined).

BACKGROUND:

Declarant is the owner of a tract of land and all improvements thereon in Indian River County, Florida, and is creating a Condominium under the Florida Condominium Act; Chapter 718, Florida Statutes as amended. The Condominium will have 46 residential dwelling units to be built on a portion of the land called the Submitted Property, which is being submitted to the Florida Condominium Act at this time by this Declaration and is described on Schedule A attached hereto.

NOW THEREFORE, Declarant hereby makes this Declaration for the purposes and subject to all the terms and provisions hereinafter set forth.

ARTICLE I  
DEFINITIONS

1.1 General. The terms defined in Section 718.103 of the Florida Statutes shall have the meanings therein specified whenever they appear in the Condominium Instruments, the Articles of Incorporation and Bylaws, unless the context otherwise requires and except to the extent, if any, that such definitions are changed in Section 1.2 below. In addition, the other terms defined in Section 1.2 below shall have the meanings specified whenever they appear in the Condominium Instruments, Articles of Incorporation and Bylaws, unless the context otherwise requires. These definitions shall apply whether or not the defined terms are capitalized.

1.2 Specified Terms. The following terms are defined:

"Act" means the Florida Condominium Act, Chapter 718, Florida Statutes.

"Articles of Incorporation" means the articles of incorporation of the Association.

"Assessment" means the share of the Common Expenses from time to time assessed against a Condominium Unit and its owner by the Association.

"Association" means THE GABLES OF VERO BEACH Condominium Association, Inc., a Florida not for profit corporation, formed for the purpose of exercising the powers of the association under the Act, the Condominium Instruments, Articles of Incorporation and Bylaws.

"Board of Directors" or "Board" means the board of directors of the Association, which is the governing body of the Association.

"Bylaws" means the bylaws of the Association, as amended from time to time.

"Common Elements" means all portions of the Condominium not included in the Units together with all else encompassed within the definition of same in Section 718.108 of the Act.

"Common Expenses" means all expenditures lawfully made or liabilities incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and/or maintenance of reserves, pursuant to the provisions of the Act or the Condominium Instruments.

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This Instrument Prepared By:  
WILLIAM H. MORRISON, P.A.  
WILLIAM H. MORRISON  
601 Chanta Avenue  
Altamonte Springs, FL 32701  
(305) 834-3888

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RETURN TO: COMMERCIAL TITLE SERVICES

"Common Profits" means all income collected or accrued by, or on behalf of the Association other than income derived from Assessments.

"Condominium" means the Submitted Property, as it may exist from time to time, submitted to the provisions of the Act by the Condominium Instruments.

"Condominium Instruments" means this Declaration, the Plot Plan and the Plans, including any and all exhibits, schedules, certifications, and amendments thereof, as they may exist from time to time, made and recorded pursuant to the Act.

"Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

"Declarant" (referred to as "Developer" in the Act) means initially THE GABLES DEVELOPMENT COMPANY, INC., which is the owner of the Submitted Property and has executed this Declaration. This term includes any Successor-in-title thereto who comes to stand in the same relation to the Condominium as the Declarant, specifically including any person who acquires the Declarant's interest pursuant to foreclosure of a Mortgage encumbering Declarant's interest in the Submitted Property, or otherwise acquiring title by virtue of foreclosure, deed in lieu of foreclosure, or in satisfaction of a debt. This term does not include an Owner or Lessee of a Condominium or Cooperative Unit who has acquired his Unit for his own occupancy, nor does it include a cooperative association which creates a condominium by conversion of an existing residential cooperative after control of the association has been transferred to the Unit Owners if, following the conversion, the Unit Owners will be the same persons who were Unit Owners of the cooperative and no Units are offered for sale or lease to the public as part of the plan of conversion.

"Declarant Control Period" is defined in the Bylaws.

"Declaration" means this Declaration as amended from time to time.

"Director" means a member of the Board of Directors.

"First Mortgage" means the Mortgage of a first-in-priority Mortgage.

"Foreclosure" includes, without limitation, the judicial foreclosure of a Mortgage or the exercise of a power of sale contained in any Mortgage.

"Identifying Number" means the number that identifies each Unit, as set forth in the Schedule of Unit Information and as shown on the Plot Plan and the Plans.

"Lease" means any lease, usufruct, tenancy, sublease, rental contract or other occupancy agreement whether oral or written.

"Limited Common Element" means a portion of the Common Elements reserved for the exclusive use of one or more, but less than all, of the Units.

"Majority" means more than fifty (50%) percent in any context, unless a different percentage is expressly required.

"Mortgage" means a mortgage, deed to secure debt, deed of trust, security agreement or other instrument conveying a lien upon or security title to a Condominium Unit as security for a debt or for the performance of an obligation.

"Mortgagee" means the holder, guarantor or insurer of a Mortgage.

"Occupant" means any person, including, without limitation, any guest, invitee, tenant, lessee or family member of an owner, occupying or otherwise using or visiting in a Unit.

"Officer" means an officer of the Association.

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"Owner" has the same meaning as Unit Owner.

"Permanently Assigned Limited Common Element" means a Limited Common Element which cannot be reassigned or which can be reassigned only with consent of the unit Owner or Owners of the Unit or Units to which it is assigned.

"Person" means a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

"Plans" means the Plans for the Condominium which are certified and filed for record as indicated herein, as amended and certified from time to time.

"Plot Plan" means the Plot Plan and survey for the Condominium which is certified and recorded as indicated herein, as amended and certified from time to time.

"Record" or "File for Record" means filing for record with the Clerk of Circuit Court of the county in which the Condominium is located.

"Registered", with respect to a Mortgagee, means a Mortgagee who has given notice to the Association (sent certified mail to its registered agent and office per the Secretary of State's records) of its Mortgage setting forth the name of the Owner, the Identifying Number of the Unit, the name and address of the Mortgagee, and the name and address to which the Mortgagee wants its notices and other information sent.

"Schedule of Unit Information" means the schedule attached hereto as Exhibit "C", which shows for each Condominium Unit its Identifying Number, undivided interest in the Common Elements, number of Votes in the Association, and shares of liability for Common Expenses.

"Submitted Property" means the property lawfully Submitted to the provisions of the Act by this Declaration as hereinbefore described, together with all improvements thereon and all rights and easements appurtenant thereto.

"Unit" means a portion of the Condominium intended for independent ownership and use, as more fully set forth and shown in the Condominium Instruments.

"Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel.

"Unit Type" means the architectural floor plan designation for a Unit, as shown by the Plans and as described herein.

"Vote" means the vote in the Association appertaining to each Condominium Unit.

## ARTICLE II CREATION OF THE CONDOMINIUM

2.1 Submission to Condominium. Declarant hereby submits the Submitted Property to Condominium ownership, effective upon the recording of the Condominium Instruments.

2.2 Name. The name of the Condominiums is "THE GABLES OF VERO BEACH", a Condominium.

2.3 Governing Provisions. The Condominium, the Association, each Unit Owner and each Occupant shall be governed by the Act, the Florida Not For Profit Corporation Act, the Condominium Instruments, the Articles of Incorporation and Bylaws of the Association, and any rules and regulations adopted by the Association. ACCORDINGLY, THIS DECLARATION MUST BE READ AND

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INTERPRETED WITH THE OTHER ITEMS LISTED ABOVE, ESPECIALLY THE ACT. Numerous references are made herein to the Act for convenience in reading this Declaration. Unless expressly stated otherwise, these references are not intended to limit the applicability of the Act, and the omission of a reference to a portion of the Act which might be applicable shall have no effect.

ARTICLE III  
DESCRIPTION OF THE CONDOMINIUM

3.1 Submitted Property. The Submitted Property is as hereinbefore described and shown on the Plot Plan and Plans, and it includes all improvements thereon and all rights and easements appurtenant thereto. Said Plot Plan and Plans are attached hereto as Exhibit "A" and incorporated herein by this reference. A graphic description of the improvements is attached as Exhibit "B" and incorporated herein. So long as Declarant owns any Condominium Unit, Declarant reserves the right, but shall have no obligation, to make improvements and changes to the Units owned by Declarant and all parts of the Common Elements (other than changes to the location of Unit boundaries and other than improvements and changes not permitted by the Act.

3.2 Condominium Units. The Condominium contains 46 Condominium Units, the Identifying Numbers of which are set out in Exhibit "C" and are shown in the Plot Plan. Each Condominium Unit consists of the Unit together with its undivided interest in the Common Elements. The Schedule of Unit Information (Exhibit "C") sets forth each Condominium Unit its Identifying Number, undivided interest in the Common Elements, votes in the Association, and share of liability for Common Expenses.

3.3 Unit Boundaries. The boundaries of each Unit are the interior unpainted finished surfaces of the walls, floors and ceilings thereof, as more particularly described in Exhibit B hereto. The location and dimensions of the walls, floors and ceilings are shown in the Plans, but the actual locations shall govern Unit boundaries if and to the extent different from the Plans.

3.4 Common Elements. The Common Elements consist of all portions of the Condominium not included in the Units, together with all else encompassed within the definition of same in Section 718.108 of the Act. Certain portions of the Common Elements are Limited Common Elements, as set out in Section 3.5.

3.5 Limited Common Elements. The Limited Common Elements are those portions of the Common Elements which are reserved for the exclusive use of those persons who are entitled to the use of one or more (but less than all) of the Units.

ARTICLE IV  
EASEMENTS

4.1 Use of Common Elements; Limitations. Every Owner shall have the right to use the Common Elements, subject to all the governing provisions set forth in Section 2.3, which include but are not limited to the following:

4.1.1 The right of the Association to control the use through rules and regulations, to limit use to the Owners and their authorized Occupants.

4.1.2 The right of each Owner to the exclusive use of the Limited Common Elements appurtenant to their Unit.

4.1.3 The right of the Association to charge a fee for the use of the common elements or association property when such use is the subject of a lease between the Association and the Unit Owner charged the fee. In no event shall any Owner be denied access to his Unit at any time.

4.2 Encroachments. An easement for encroachments shall

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exist as is more particularly described in Exhibit B. This easement is intended to apply to minor unintentional encroachments that are reasonable in extent and do not deprive another of a substantial property right or use.

4.3 Maintenance and Repair. An easement for access for maintenance, repairs, etc., shall exist.

4.4 Rights of Declarant. Declarant shall have all rights permitted or permissible under the Act whether or not expressly set forth herein, together with the following:

4.4.1 The provisions herein respecting sale, transfer and leases of Condominium Units shall not be applicable to the Declarant. The Declarant has and reserves the right to sell, lease, or rent Condominium Units to any purchaser or lessee approved by it subject, however, to the use restrictions herein provided. The Declarant shall have the right to transact any business necessary to consummate the sale of units including but not limited to the right to maintain models, advertise on the premises and use the common elements. In the event there are unsold Units, the Declarant retains ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided.

4.4.2 So long as the Declarant holds any units for sale in the ordinary course of business none of the following actions may be taken by the Unit Owners or the Condominium Association, either through act of its Board of Directors or its membership; without Declarant's approval in writing:

a. Assessment of the Declarant as a unit owner for capital improvements; and

b. Any action by the Association that would be detrimental to the sale of units by the Declarant; however an increase in assessments for common expense without discrimination against the Declarant shall not be deemed to be detrimental to the sales of units for the purpose of this paragraph; and

c. Amendment to the Declaration of Condominium, Articles of Incorporation or Bylaws. Amendments under this provision shall not be construed as set forth in Florida Statute 718.403.

4.4.3 The provisions of this Declaration to the contrary notwithstanding, the Declarant may retain and use as sales offices, promotion and development offices and models any units, common elements, and limited common elements retained by the Declarant, owned by the Declarant, or reserved to the Declarant in this Declaration and other Condominium Documents or by contract or otherwise lawfully enforceable as a contract obligation by the Declarant against the Condominium Association or any of the Unit Owners other than the Declarant, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

4.4.4 For the purpose of this Declaration and the powers, rights and authorities granted to the Declarant, the Declarant shall be deemed to mean not only the Declarant, but also any of its parent and subsidiary corporations designated by it for the purposes set forth herein or any of them and/or any corporate agent of said Declarant similarly designated by the Declarant to be treated as a Declarant for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its Units. The term "Declarant" shall also include for all purposes contained in this Declaration and its Exhibits, any successor or

alternate developer appointed by the said Declarant, as a successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations, and responsibilities, in whole or in part, of the Declarant hereunder together with the said Developer, providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be so treated as the "Declarant".

Notwithstanding the provisions herein, any successor developer acquiring title by way of foreclosure, deed in lieu of foreclosure, or deed in satisfaction of a debt, shall not become responsible for any warranties, liabilities, obligations, or similar matters of the developer.

4.4.5 The Declarant and its successors as Declarant and the Association retain the right and have and shall at all times have the right to grant, declare, create, modify and amend, from time to time, without joinder and consent of any unit owner or in the case of the Declarant, of any Unit Owner or of the Condominium Association: (a) permits, licenses and easements upon the Condominium Property for public utility purposes, roads and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public ways; and (b) for other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. Provided, however, that at the time of the creation of such permits, licenses and easements and at the time of the modification or amendment of any such permits, licenses and easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium Property by the owner thereof. The Declarant may, by an instrument in writing, relinquish the power and authority herein reserved to grant, declare, create, modify and amend permits, licenses and easements, by the filing among the Public Records of Indian River County, Florida, a written instrument to that effect, from and after the recording of which the Declarant and its successors and assigns as Declarant shall no longer have the powers and authorities reserved or granted to it in this Subparagraph.

4.5 Cable TV. The Association, by action of its Board of Directors, is authorized to enter into agreements to provide or allow master television service, to be given to the owners or occupants of improvements to real property in the vicinity of the Condominium, upon such terms and conditions as the Board of Directors shall approve, including but not limited to the authority of the Association to enter into a master television service contract in which the cost shall be treated as a common expense. This authority is granted in realization of the fact that a master television antenna may be able to serve the condominium unit owners as well as persons residing on other improved property in the vicinity of the Condominium on a more economical basis. This authority shall be liberally construed to allow the placement of cables, equipment and all necessary adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as the Board of Directors shall approve to effectuate the intentions of this paragraph. Unit owners shall have the right to have cable television service extended and provided within their units without action of the Board of Directors and such services may be brought to the unit owners requiring or desiring such service over the common elements of the Condominium as other utility services may be extended to the condominium units, providing that such installation shall not be unsightly and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to them. Nothing in this paragraph shall be construed to impose upon the Declarant or any other person, either real or corporate, the obligation to provide or install either a master television antenna or cable television facilities in this Condominium, nor to prohibit such installation.

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ARTICLE V  
ADMINISTRATION

5.1 Administration by the Association. The Association shall administer the Condominium and have the rights and duties with respect thereto set out in and be subject to the Act and the Florida Not For Profit Corporation Act, the Condominium Instruments, the Bylaws, and the Articles of Incorporation. Except to the extent expressly provided otherwise by any of the foregoing, the powers of the Association may be exercised by the Board, acting through the Officers, without any further consent or action by the Unit Owners. The Articles of Incorporation are attached hereto as Exhibit "D" and the Bylaws as Exhibit "E"; both of which are incorporated herein by reference thereto. The Association shall maintain such official records of the Association as are required by Section 718.111 of the Act in the manner provided for in said section.

5.2 Declarant Control Period. Declarant shall have the right to appoint and remove all Directors of the Association elected or appointed by Declarant throughout the Declarant Control Period as defined in the Bylaws. The Directors and Officers shall be elected as provided in the Bylaws.

5.3 Professional Management. The Association may employ a professional management firm to manage the Condominium and the Association. All management agreements shall be in writing, shall have a term of one year or less, and shall be terminable by the Association without penalty upon prior written notice of not more than thirty (30) days if for cause and ninety (90) days if without cause. The Board may delegate to the management firm such duties and powers as the Board shall determine. The Declarant or any person affiliated with Declarant may be employed as the professional management; provided, however, that any agreement with the Declarant entered into during the Declarant Control Period shall be terminable as provided in the Act.

5.4 Financial Statements. The Board of Directors shall prepare or cause to be prepared on a monthly and annual basis balance sheets and income and expense statements for the Association. The annual statements shall be distributed to all Unit Owners within at least sixty (60) days after the close of each fiscal year, and the monthly statements shall be available to any Unit Owner upon request after the twentieth (20th) day of the following month. The financial statements shall be certified by the person preparing them, whether it be the treasurer or managing agent. The Board may require the annual financial statements to be audited as a Common Expense.

5.5 Maintenance and Repair. Unless otherwise required by the Act, maintenance, repair and replacement obligations shall be as follows:

5.5.1 The Association shall maintain, replace and repair at the Association's expense all boundary walls of a unit (excluding dry wall, plastered surfaces or sheetrock and electrical boxes or fixtures therein) and all portions of a unit contributing to the support of a building and improvement, which portions to be maintained shall include, but not be limited to, the outside walls of the apartment building and perimeter wall and all fixtures on its exterior, structural floor slabs and ceilings, roofs, load-bearing columns and load-bearing walls. It shall also be the Association's responsibility to maintain, repair and replace, at the Association's expense, all conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association that service part or parts of the condominium other than the unit in which they are contained. The Association shall also be responsible for maintenance, replacement and repairs of the Common Elements exclusive of those Limited Common Elements the Unit Owner is to maintain, repair and replace pursuant to the

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provisions of this Declaration.

5.5.2 The Unit Owner shall maintain, repair and replace at his own expense all portions of the Owner's unit and the Limited Common Elements appurtenant to his unit, except the portions to be maintained, repaired and replaced by the Association as provided in the first two sentences of Section 5.5.1 hereof. This shall be done without disturbing the rights of the other Unit Owners. The portions of the Unit to be maintained, repaired and replaced by the Unit Owner shall include but not be limited to the plastered surfaces, dry wall or sheet rock within the Unit or forming the boundaries of the Unit, together with any electrical boxes or fixtures therein, air conditioner and heater and air handling equipment for space cooling and heating (including any portions thereof which may be located outside of the boundaries of the Unit), service equipment, such as dishwasher, trash compactor, disposal, range or stove and oven, range hood, disposal, water heater, refrigerator, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; windows, screens, doors, inside paint and other inside wall finishes or covering, ceiling finishes, carpets and any other floor coverings. Mechanical equipment and the installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other units.

5.5.3 The Unit Owner shall maintain, repair and replace at his own expense the Limited Common Elements appurtenant to his Unit, including, but not limited to, the patios, porches, terraces, or balconies. The Association may require established levels of maintenance and repair with respect to the Limited Common Elements, and may reasonably regulate and control and make rules relating to the appearances, upkeep, painting and decorating and utilization of the Limited Common Elements. The Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony, terrace, balustrade, or railing, as part of an overall program of maintenance and repair. Unit owners shall not paint or otherwise decorate, alter or change the appearance of any portion of the exterior of the building, including the Common Elements, the Limited Common Elements, and the door or doors to the Unit, unless approved by the Association as provided in this Declaration.

5.5.4 Notwithstanding the responsibility of the Association to maintain and repair those portions of the Condominium Property as set forth above, if such required maintenance and repair is required because of the negligence or misuse of the Condominium property or unit by a unit owner, such unit owner shall be liable and responsible for the cost and expense of such required maintenance and repair; and such cost of maintenance, repair or reconstruction shall be charged to the unit owner concerned. Until so collected from the unit owner, such costs shall be treated as a Common Expense. In the event that the unit owner does not maintain, repair and replace that portion of the unit and Limited Common Elements required to be maintained, repaired and replaced at the unit owner's cost and expense and such lack of maintenance, repair or replacement has or will have an adverse effect on the Condominium or will cause damage to the Submitted Property or portions of the Condominium to be maintained by the Association, then, and in that event, the Association shall have the right to perform such maintenance, repair and replacement necessary in the unit or Limited Common Elements, and such maintenance, repair or replacement shall be charged by the Association to the unit owner concerned. The charges to a Unit Owner, authorized by this Section

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5.5.4, shall be due and payable upon the rendering of a statement to the Unit Owner by the Association for the same, and if not paid within thirty (30) days from the rendering of such statement, the charges shall bear interest at the highest per annum rate of interest permitted by Florida law, and the Association shall be entitled to recover from said Unit Owner its reasonable attorney's fees (trial and appellate) and costs of collection. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense.

5.5.5 Notwithstanding any other provisions herein the Association shall be responsible for all such obligations including but not limited to assessments levied by any governmental authority for the continued maintenance and preservation of the city's beaches as set forth in Ordinance No. 86-09 of the City of Vero Beach, Florida.

5.6 Adoption of Rules and Regulations. The Association may adopt reasonable rules and regulations governing the use and enjoyment of the Units and the Common Elements by Unit Owners and other Occupants. Any rules and regulations adopted or modified shall be distributed to all Unit Owners promptly after the adoption or modification. A Unit Owner may obtain a copy of any rules and regulations in effect at any time by written request to the Association.

5.7 Procedure to Determine Violations. The Association shall determine if there exists any violation of the Condominium Instruments, these Bylaws or the rules and regulations in accordance with the Condominium Instruments and the following procedure.

5.7.1 Written demand to cease and desist from any alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period of not less than ten (10) days during which the violation may be abated without further sanction or a statement that any further violation of the same provision may result in the imposition of sanction after notice and hearing.

5.7.2 Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same provision is subsequently violated, the Association shall serve the alleged violator with written notice of a hearing to be held by the Board of Directors in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice; and (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf.

5.7.3 The hearing shall be held pursuant to this notice affording the alleged violator a reasonable opportunity to be heard. Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer or Director who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. After any statements, evidence and witnesses are presented, the Board shall determine if a violation exists and what sanction will be imposed, which shall be reflected in the written minutes of the meeting.

5.8 Enforcement. The Association shall have the following rights and remedies and sanctions for any violation:

5.8.1 The right to impose reasonable fines of up to \$50.00

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for a single offense after following the notice and hearing procedure in 5.7 above.

5.8.2 The right to enter upon any portion of the Common Elements to remove, stop or abate a violation not corrected by the Owner, without guilt or liability for trespass or otherwise; provided, however, that no item of construction may be demolished or materially altered until judicial proceedings have been instituted.

5.8.3 The right to collect reasonable attorney's fees if the Association engages counsel in connection with any violation.

Any delay or failure by the Association to determine the existence of violation or enforce any right or remedy shall not constitute a waiver of any rights or remedies. No director or Officer shall have any liability of any kind for any failure or delay in determining the existence of any violation or enforcing any right or remedy or for any decision made in good faith that a violation exists or to enforce a right or remedy.

#### ARTICLE VI ASSESSMENTS

6.1 Obligations. Each Unit Owner shall pay to the Association all Assessments for Common Expenses made pursuant to the Act and this Declaration. The share of liability of each Condominium Unit for Assessments is set out in the Schedule of Unit Information. Each Owner shall be personally liable for Assessments coming due while he is the Owner.

6.2 Amount and Allocation Generally. Regular Assessments for Common Expenses shall be established by the Board of Directors. The Board of Directors shall prepare and submit in writing to the Owners a budget of the Common Expenses for the next fiscal year to be assessed against the Unit Owners pursuant to the Bylaws. The budget adoption procedure set forth in the Bylaws shall govern notice and adoption of the budget as well as modification of same. The Assessments allocated to each Unit shall be payable in equal monthly installments on the first day of each calendar month and shall be delinquent after the fifth (5th) of each month ("Delinquent Date"). If for any reason an annual budget is not made by the Board, the previously established amount shall continue in effect until changed by the Board. Common Expenses to be paid through Assessments include: management, legal and accounting fees and other administrative costs; utilities for the Common Elements; utilities for Units, if not separately metered; insurance premiums; the costs and expenses of the maintenance, repair and replacement of the Common Elements; the establishment of reserves; and any other expenses which are Common Expenses pursuant to the Act, the Condominium Instruments or a decision of the Board. In any year in which there are any Common Profits or an excess of Assessments over Common Expenses, the Board shall determine either to apply the same or any portion thereof against and reduce the subsequent year's Assessments or to allocate the same to one or more reserve accounts of the Association. The Association shall maintain reserves in amounts and for purposes as determined by the Board.

6.3 Collection. The lien for Assessments shall include the items in Section 718.116(4)(a) of the Act inclusive of reasonable attorney's fees incurred by the Association incident to the collection of the assessment and enforcement of the lien for same and interest on the same at the highest per annum rate permitted by Florida law from and after the Delinquent Date until paid. Said sums may be collected as provided in the Act.

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may be collected as provided in the Act.

6.4 Priority of Lien. The lien for Assessments shall have the priority set forth in Section 718.116 of the Act. Foreclosure of a prior Mortgage shall have the effect provided in Section 718.116 of the Act.

6.5 Statements as to Status. The Association shall issue statements as provided in Section 718.116 of the Act within the time and with the effect provided in such Section.

ARTICLE VII  
INSURANCE

7.1 Insurance Required by Act. The Association shall obtain and maintain the insurance required by Section 718.111 of the Act.

7.2 Additional Insurance. The Association shall obtain and maintain at all times the following insurance, some of which may be included within the insurance required by the Act:

7.2.1 Insurance for all of the insurable improvements on the Submitted Property (with the exception of improvements and betterments made by the respective Owners or Occupants) against loss or damage by fire or other hazards, including extended coverage, vandalism, malicious mischief, debris removal, cost of demolition, windstorm and water damage, in an amount consonant with 80% of the replacement value of such insurable improvements.

7.2.2 If there is a boiler on the Submitted Property, boiler explosion insurance evidenced by the broad form of boiler and machinery insurance policy and providing as a minimum, \$50,000.00 per accident per location.

7.2.3 Fidelity coverage against dishonest acts on the part of its Directors, Officers, employees, against and volunteers responsible for handling funds belonging to or administered by the Association in an amount determined by the board.

7.2.4 Comprehensive public liability insurance, in amounts established by the Board but at least \$1,000,000.00 single limit coverage.

7.2.5 If any improvements in the Condominium lie within a flood hazard area (one hundred year flood plain), flood insurance in amounts and on terms and conditions established by the Board.

7.2.6 Such other type of insurance required either by law or by the applicable requirements of the federal National Mortgage Association, Federal Home Loan Mortgage Association, Veterans Administration, Federal Housing Administration, or any other applicable governmental authority.

7.3 Casualty Policy Provisions. The Board shall consider and endeavor to obtain casualty insurance on the following terms and conditions if the Board considers them advisable:

7.3.1 The insurer shall waive its right of subrogation against the Association, any Directors or Officers of the Association, any managing agent or other agents or employees of the Association, all Unit Owners, and all other persons entitled to occupy the Units or other portions of the Condominium.

7.3.2 Except for non-payment of premiums, the policy shall not be cancelled, invalidated, or suspended on account of the conduct of any person listed in paragraph 7.3.1 above

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without at least thirty (30) days prior written notice.

7.3.3 Any "no other insurance" provision in the policy shall expressly exclude the individual Unit Owner's policies from its operation.

7.3.4 The policy shall provide that the word "building", wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of perimeter walls, floors, and ceilings of the individual units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications or as existed at the time the unit was initially conveyed if the original plans and specifications were not available. However, the word "building" shall not include floor coverings, wall coverings, or ceiling coverings. For purposes of such coverage, the Unit Owners shall be additional insureds under said policy.

7.3.5 The policy shall include a Mortgagee's clause for the benefit of all Mortgagees of Condominium Units.

7.3.6 Except for non-payment of premium, the policy shall not be cancelled or materially altered for the non-payment of premium or otherwise until the Association and all Mortgagees have been given thirty (30) days prior written notice.

7.3.7 The policy shall include a waiver of any coinsurance provisions and a waiver of any defense based on invalidity arising from the acts of the insured.

7.3.8 The policy shall include an agreed value endorsement.

7.3.9 The policy shall include a deductive amount per occurrence not in excess of \$1,000.00, except in case of windstorm.

7.3.10 The insurer shall provide appropriate insurance certificates to each Unit Owner and each Mortgagee.

7.3.11 The insurer shall be financially sound and responsible and qualified to do business in Florida.

7.3.12 The policy shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association.

7.3.13 The policy shall provide that coverage will not be prejudiced by (i) act or negligence of the Unit Owners when said act or neglect is not within the control of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Condominium over which the Association has no control.

7.4 Unit Owner Policies. Unit Owners may carry, at their own initiative and expense, the following insurance:

7.4.1 A building additions, betterments and alterations endorsement to the master policy of casualty insurance described above for the exclusive benefit of the particular Unit Owner.

7.4.2 A "tenant's or Condominium owner's policy" covering the contents of his Unit, personal injury and property damage liability, burglary and the like.

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In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Association be affected or diminished by insurance purchased by individual Owners or Mortgagees, and no Unit Owner shall be entitled to exercise his right to maintain the additional insurance coverage set forth in this Section in such a way as to bring into contribution any insurance maintained by the Association. Such Unit Owner policies shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

ARTICLE VIII  
RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

8.1 General. Since almost all parts of the buildings are technically Common Elements rather than part of any Unit, a concept of Common Elements exclusively serving a Unit is used in this Article. Second, if insurance proceeds are inadequate to cover the cost of repairing or reconstructing a Unit (and the Common Elements exclusively serving it) the excess is made a Common Expense herein and is not payable entirely by the Owner or Owners whose Unit or Units were damaged or destroyed. The terms "repair" or "reconstruction" as used herein shall mean repairing or restoring the Submitted Property to substantially the same condition in which it existed prior to the fire or other casualty (excluding improvements and betterments made by an Owner or Occupant) with each Unit and the Common Element having the same boundaries as before. Any repair or reconstruction may reasonably take into account changes in construction and design techniques and materials and the cost or availability thereof. The term "substantial loss" shall mean a loss involving damage or destruction having a cost of restoration or repair of more than fifty (50%) percent of the total replacement cost of the improvements which are damaged or destroyed. For purposes of this Article, Common Elements shall be deemed to serve exclusively a particular Unit only if they constitute all or a portion of the building in which such Unit is contained or a Limited Common Element assigned to such Unit. This concept of Common Elements serving exclusively a Unit is necessary because, by the definition of Unit boundaries, almost all parts of the buildings are Common Elements and are not a part of any Unit.

8.2 Claims, Adjustments and Repair Estimates. Immediately after any casualty, the Board shall proceed with the filing and adjustment of claims and obtain estimates of the cost of repair or reconstruction.

8.3 Decision to Repair or Restore.

8.3.1 In the case of damage or destruction to Common Elements not serving exclusively a Unit, such damage or destruction shall be repaired or reconstructed unless both (i) there is a substantial loss of the Common Elements resulting from such damage or destruction, and (ii) within ninety (90) days of the date of such casualty, Owners having two-thirds (2/3) of the Votes in the Association vote not to repair or reconstruct.

8.3.2 In the case of a casualty causing damage or destruction to a Unit or to any Common Elements serving exclusively such Unit, it shall be repaired or reconstructed unless all of the following occur: (i) there is a substantial loss of property so damaged or destroyed; (ii) seventy-five (75%) percent or more of the Units in any one building in the Condominium are damaged or destroyed by such casualty; and (iii) within ninety (90) days of such casualty, the Owners of all of the Units within the building or buildings in which the damage or destruction occurred, together with enough remaining Owners to comprise at least two-thirds (2/3) of the total Vote of the Association, agree

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in writing not to repair or reconstruct. If any Units are not repaired or reconstructed, the undivided interest in the Common Elements, Votes in the Association and share of liability for Common Expenses appertaining to them shall be reallocated to the remaining units on the basis of an equal share per unit. Any remaining portions of the Units not replaced shall be a part of the Common Elements to be used or razed as determined by the Board.

8.3.3 If for any reason the amount of insurance proceeds to be paid as a result of a casualty or reliable and detailed estimates of the cost of repair or reconstruction of such casualty are not made available within ninety (90) days after such casualty, then the ninety (90) day period specified above shall be extended until thirty (30) days after such information is made available; provided, however, that such period of time shall in no event exceed 180 days after such casualty.

8.3.4 Notwithstanding the provisions of this paragraph 8.3, any mortgagee holding the largest principal indebtedness secured by a mortgage on the subject units must approve a decision not to repair or restore the improvements after a substantial casualty loss.

8.4 Application of Proceeds. If it is so determined that any damaged Common Elements not exclusively serving a Unit shall not be repaired or restored, then the insurance proceeds with respect thereto shall be divided among the Owners in accordance with their interests in the Common Elements. If it is determined in accordance with the provisions hereof that any damaged Unit and Common Elements exclusively serving it shall not be repaired or restored, then the insurance proceeds with respect thereto shall be paid to the Owner of such damaged Unit in proportion to the total damage for which proceeds are received, and the Owner shall have no further right, title or interest in the Condominium. In all cases where there is a Mortgagee endorsement to the Association's insurance policy with respect to a Unit, any insurance proceeds shall be disbursed to the Owner and such Mortgagee jointly.

8.5 Repair and Reconstruction. All repairs and reconstruction shall be made in accordance with the Plans and specifications for the damaged property prior to the damage. The work shall be the responsibility of the Association. The Association may employ such building supervisors, architects, contractors, engineers and others as the Board of Directors shall determine. The cost of repairing or reconstructing shall be paid within any insurance proceeds paid to the Association on account of such damage or destruction. If such insurance proceeds are not sufficient, then the deficit will be a Common Expense. The Board shall determine whether to use reserves, if any, and shall impose a special Assessment for the balance.

ARTICLE IX  
ARCHITECTURAL CONTROL AND USE RESTRICTIONS

9.1 Residential Purposes Only. Except for Declarant's rights as set forth herein, all Condominium Units shall be restricted exclusively to single family residential use, and the occupancy thereof shall be subject to such restrictions as the Board of Directors may establish pursuant to the rules and regulations of the Association. No business activities, other than the development and sales activities of Declarant permitted hereunder, shall be conducted on the Submitted Property.

9.2 Use Subject to Rules and Regulations. The use and enjoyment of the Condominium by the Owners and their Occupants shall be subject to rules and regulations made in accordance with Article V.

9.3 Approval Required for Changes. Pursuant to Section 718.113 of the Act, with the following providing details and

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procedure but without limiting or restricting said Section of the Act, no construction, painting or other changes of any nature whatsoever shall be commenced or maintained by any Unit Owner other than Declarant with respect to any portion of the Condominium (including any Unit or Limited Common Element) unless and until the Plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been first submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association. Without limitation, the foregoing shall apply to: awnings, shades, screens or other items attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of any building; any foil or other reflective material used on any windows for sun screens, blinds, shades or any other purpose; the use of shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door (except that for shades, drapery linings and other window treatments, white or off-white to include neutral colors blending with the exterior colors of the building are hereby automatically approved); outside clotheslines or other outside facilities for drying or airing clothes; and clothing, rugs or other item hung on any railing, fence or other structure. An Owner may make improvements and alterations within his Unit not affecting its exterior appearance, provided they do not impair the safety or soundness of any portion of the Condominium and that any combining of Units shall be subject to (except as to the Developer) the advance written approval of the Board of Directors and on such conditions as it may impose.

9.4 Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Submitted Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provisions shall apply.

9.5 Notification On Sale. Upon the sale of a Unit, the Unit Owner shall notify the Association of same including the names of the purchaser, and the Association shall cause to be recorded a certificate by the Association that this paragraph has been duly complied with.

9.6 Lease of Unit. No Owner may lease his Condominium Unit for transient or hotel purposes. In no event, shall any unit be leased for a period of less than one (1) week.

9.7 Signs. Except as may be required by legal proceedings, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Submitted Property without the prior written approval of the Association. The approval may be subject to conditions. Notwithstanding the foregoing, the provisions of this Section shall not apply to any signs maintained on the Submitted Property by Declarant during the period that Declarant has any Condominium Unit for sale or to a "For Sale" sign posted by a Mortgagee who becomes the Owner as purchaser at a foreclosure sale or in lieu thereof.

9.8 Pets. No animals or birds, other than a reasonable number of generally recognized house pets, shall be kept or maintained on any portion of the Submitted Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements, except that such a structure may be constructed or maintained within any balcony, deck, patio, terrace area or other Limited Common Element if approved in advance in writing by the Association. Pets shall be under lease when walked or exercised in any portion of the Common Elements. No pet shall be permitted to leave its droppings on any portion of the Common Elements, and the Owner of such pet shall immediately remove the droppings. The Association may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular pet is permitted or such pet is a nuisance, and the Association shall have the right to require the Owner of a particular pet to remove the pet from the Condominium if the pet is found to be a nuisance or to be in violation of these restrictions.

9.9 Antennas. Without the prior written approval of the Association, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Submitted Property, whether attached to a building or structure or otherwise; provided, however, that Declarant and the Association shall have the right to erect, construct and maintain such devices.

9.10 Motor Vehicles, Trailers, Boats, etc. Automobiles shall be operated and parked only upon those portions of the Common Elements designated for such purposes by the Association. Mobile homes, motor homes, truck campers, trailers of any kind and/or boats, shall not be kept, placed, stored, parked, maintained or operated on any portion of the Submitted Property.

9.11 Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Submitted Property, except in containers specially designated for such purposes, nor shall any odors be permitted, so as to render any portion of the Submitted Property unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Submitted Property. No nuisance shall be permitted to exist or operate upon any portion of the Submitted Property so as to be offensive or detrimental to persons using or occupying other portions of the Submitted Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Submitted Property. Noxious or offensive activities shall not be carried on in any Unit or in any part of the Common Elements. Each Owner and Occupant shall refrain from any act or use of his Unit or the Common Elements which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the other Owners and Occupants, or which could result in an increase in the rates of or the cancellation of insurance on any Unit or any portion of the Common Elements. Hobbies or other activities, including the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any portion of the Submitted Property.

#### ARTICLE X RIGHTS OF MORTGAGEES

10.1 General. This Article sets forth the rights of Mortgagees of Condominium Units. These rights are required by Mortgagees and the regulations applicable to them in order to make loans available to Unit Owners to purchase or refinance their Condominium Units. Some of these provisions are for the benefit of all Mortgagees, others are for the First Mortgagees only, and still others are for Registered Mortgagees only.

10.1.1 In the event of any conflict or inconsistency between the provisions of this Article and any other provisions of this Declaration or the Bylaws, the provisions of this Article shall control.

10.1.2 No provision of this Article may be amended without the approval of at least two-thirds (2/3) of the First Mortgagees.

10.1.3 In any situation requiring action, approval or consent by a certain number, percentage or fraction of First Mortgagees, the vote applicable to the First Mortgage shall be exercised as a whole by the holder of record of such First Mortgage, even if the definition of the term "Mortgagee" could include more than one person (such as the holder of a Mortgage as well as an insurer and/or a servicer). If a fraction (or percentage) is involved and any Condominium Units are not subject to a First Mortgage, that Condominium Unit shall be included in the denominator but not in the

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numerator.

**10.2 Right to Notices and Information.** Each Registered Mortgagee shall be entitled to the following notices and information:

10.2.1 Immediate written notice from the Association of any default by an Owner in the performance of his obligations under this Declaration, the Bylaws or the rules and regulations of the Association which is not cured within sixty (60) days, specifically including any delinquency in payment of an Assessment.

10.2.2 Immediate written notice of any condemnation loss, damage, destruction or any other casualty loss which affects a material portion of the Common Elements (if the reasonably estimated cost of repair exceeds \$10,000.00) or the Unit encumbered by its Mortgage (if the reasonably estimated cost of repair exceeds \$1,000.00).

10.2.3 Immediate written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

10.2.4 Thirty (30) days prior written notice of any proposed action which would require the consent of a specified number, fraction or percentage of Mortgagees.

10.2.5 Copies of annual financial reports upon written request.

**10.3 Restrictions on Certain Actions.** Except as provided by the Act in case of condemnation or substantial loss to the Units and/or Common Elements, neither the Association nor the Owners shall be entitled to do any of the following unless the First Mortgagees of Condominium Units to which at least two thirds (2/3) of the Votes appertain have given their prior written approval:

10.3.1 By act or omission, seek to abandon or terminate the Condominium.

10.3.2 Except for the distribution of hazard insurance proceeds pursuant to Article VIII, change the pro rata interest or obligations of any Condominium Unit for the purpose of: (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Elements.

10.3.3 Partition or subdivide any Condominium Unit.

10.3.4 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (except the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements).

10.3.5 Use hazard insurance proceeds for losses to any part of the Submitted Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Submitted Property.

**10.4 Financial Statements and Records.** The Association shall make available to every Unit Owner and Mortgagee during normal business hours at the principal office of the Association, Condominium Instruments, Articles of Incorporation, Bylaws, rules and regulations, financial statements and all other books and records of the Association.

**10.5 Developer's Guarantee.** Developer hereby gives its guarantee to the Association and unit owners that the initial

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O. R. 0770 PG 0055

assessments for common expenses of the condominium imposed on the respective unit owners other than Developer, shall not increase beyond the dollar amount stated in the initial budget attached to the condominium Prospectus as Exhibit 5 for a period of one (1) year from the first day of the month following the recording of this Declaration, and hereby obligates itself and agrees to pay any amount of common expenses incurred during said guarantee period not produced by the assessments at the guaranteed level receivable from other owners.

In consideration of the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to the units owned by it in the condominium during the guarantee period. The above provision is included herein pursuant to Section 718.116(8)(b) of the Condominium Act.

10.6 Require Professional Management. Any First Mortgagee may by written notice to the Association require the Association to hire professional management for a one year period beginning within ninety (90) days after the notice. The Association shall do so pursuant to Section 5.3 of the Declaration.

10.7 Disclaimer for Successor Developer. Notwithstanding any other provisions of this Declaration, any successor developer acquiring title by way of foreclosure, deed in lieu of foreclosure, or deed in satisfaction of a debt, shall not be responsible for any warranties, liabilities, obligations or similar matters of the developer.

ARTICLE XI  
GENERAL PROVISIONS

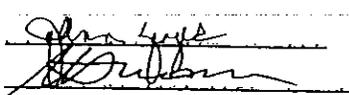
11.1 Amendment. Amendments to this Declaration and the other Condominium Instruments shall be in the same manner and with the same requirements as amendments to the Articles of Incorporation.

Notwithstanding this paragraph, the Declarant and all successor declarants hereby reserve the right to amend this Declaration and the other condominium instruments without consent or approval except for those provisions of Section 718.110 (4)(8) of the Condominium Act.

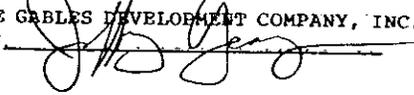
11.2 Termination. Section 718.117 of the Act governs termination of the Condominium.

11.3 Exhibits. All Exhibits referred to in and attached to this Declaration are incorporated herein in full.

IN WITNESS WHEREOF, THE GABLES DEVELOPMENT COMPANY, INC. has caused this Declaration of Condominium to be executed by its duly authorized officer this 19 day of MAY, 1987.



THE GABLES DEVELOPMENT COMPANY, INC.

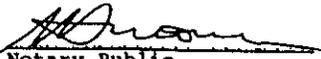
By: 

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, a Notary Public, in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared JEFFREY YEAGER, as President of The Gables Development Company, Inc., a Florida corporation, to me well known, and he swore to and acknowledged before me that he executed, sealed, and delivered the foregoing Declaration of Condominium for the uses and purposes therein expressed, as such officer, by authority and on behalf of said corporation, as the free act and deed of said

corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Winter Park, said County and State, this 19 day of MAY, 1989.

  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV 26, 1988  
BONDED THRU GENERAL INS. UND.

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This Instrument Prepared By:  
WILLIAM H. MORRISON, P.A.  
WILLIAM H. MORRISON  
531 Orange Avenue  
Altamonte Springs, FL 32701  
(205) 634-3639

O.R. 0770 PG 0057

SURVEYOR'S CERTIFICATE

THE GABLES OF VERO BEACH, A CONDOMINIUM

I, S. P. MUSICK certify  
as follows:

1. That I am a land surveyor, duly authorized to practice in the State of Florida, having Certificate of Registration No. 1192, State of Florida.
2. That this certificate is made as to THE GABLES OF VERO BEACH, A CONDOMINIUM, located at 2700 Ocean Drive, Vero Beach, Florida.
3. That all planned improvements, including but not limited to the building, the landscaping, utility services and access to each unit, and common element facilities serving the North Building (Bldg. A) of THE GABLES OF VERO BEACH, A CONDOMINIUM, as set forth in the foregoing Declaration have been substantially completed so that with the survey of the land as set forth in Exhibit B attached hereto, together with the plot plans and other drawings as set forth in Exhibits A & B attached hereto, showing the unit building and common elements, together with the wording of the foregoing Declaration, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements of said North Building (Bldg. A), and that the aforementioned material is an accurate representation of the location and dimensions of said improvements.

In witness whereof, I have hereunto set my hand and official seal, 2<sup>nd</sup>  
day of JUNE 1987.

*S. P. Musick*  
Land Surveyor, Certificate of  
Registration No. 1192  
State of Florida

Sworn to and subscribed before me this  
2<sup>nd</sup> day of June, 1987.

*Mona M. Kline*  
Notary Public, State of Florida at  
Large. My commission expires:

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Exhibit "A"

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EXHIBIT "A"

LEGAL DESCRIPTION

Four parcels of land lying and being in Indian River County, Florida described as follows:

PARCEL ONE:

All that part of Block 3, according to Plat of WALTER KITCHING'S SUBDIVISION, which said Plat was filed May 7, 1920 and recorded in Plat Book 4., Page 5, Public Records of St. Lucie County, Florida, that lies East of Ocean Drive as it is now constituted and in existence as a public street; and also,

PARCEL TWO:

Beginning at a point 25 feet South of the Southeast corner of Lot 18, Block 3, of said WALTER KITCHING'S SUBDIVISION: thence East to the Atlantic Ocean; thence in a Northerly direction along the Atlantic Ocean a distance of approximately 462 feet to a point directly East of a point 25 feet North of the Northeast corner of Lot 1., of Block 3 of said Subdivision; thence West to a point 25 feet North of the Northeast corner of Lot 1 of Block 3 of said Subdivision; thence Southerly along the East boundary of said Lots 1 and 18 of Block 3 of said Subdivision to the point of beginning; and also,

PARCEL THREE:

That part of the South 25 feet of the unnamed and unnumbered street lying immediately North of said Block 3 and extending from Easterly boundary line of said Ocean Drive to the Atlantic Ocean, according to said plat.

PARCEL FOUR:

Beginning at a point where the Easterly boundary line of said Ocean Drive intersects the South line of said Block 3; thence run Southeasterly along the Easterly boundary line of said Ocean Drive to a point 25 feet due South of the South line of said Block 3; thence run East to a point 25 feet South of the Southeast corner of Lot 18 of said Block 3 said point being the Southwest corner of the land Parcel Two to the Southeast corner of Lot 18, Block 3; thence run West along the South line of said Block 3, to the point of beginning.

THE GARLES CONDO.  
 LEGAL DESCRIPTION  
 Behndorf and Associates  
 9 Division of Kinley-Horn and Associates, Inc.  
 2401 E. St. Ave. S.W. P.O. Box 2000  
 Tallahassee, Florida 32302  
 Date: 5-21-87  
 Sheet: 2 of 20

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Exhibit "A"

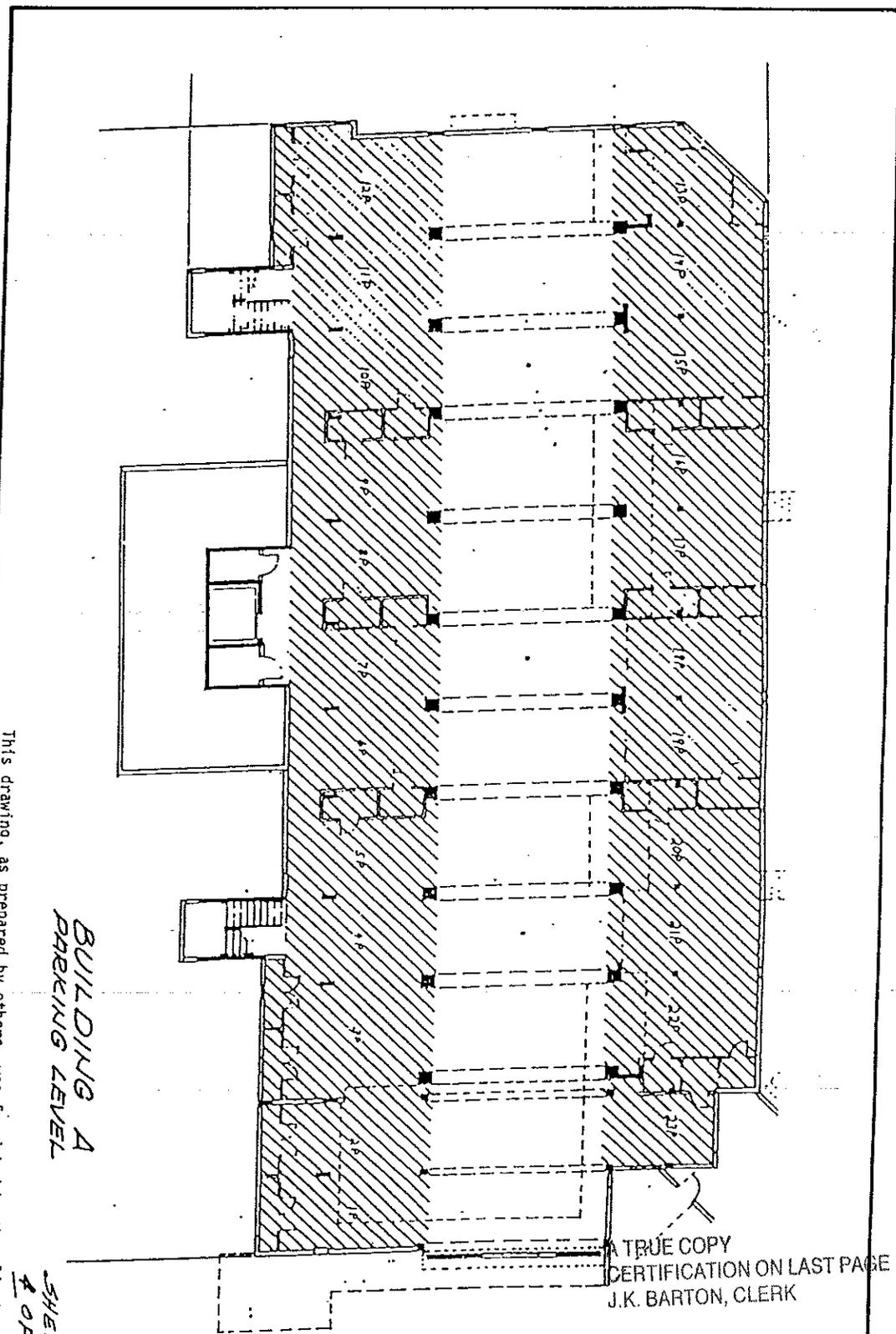
The following notes apply to sheets 1 through 20.

1. All ties to the buildings are perpendicular to the boundary line, unless otherwise noted.
2. Areas not shown as unit, or as limited common element, are common area.
3. All interior dimensions within the buildings are based on architectural drawings and have not been field verified by Beindorf & Associates.
4. Common elements, such as, but not limited to water, sewer, conduits, wires,, lights, utility lines, ducts, plumbing, irrigation system, have not been graphically illustrated.
5. The elevations shown herein are based on level runs from N.S.G. Benchmarks (N.G.V.D.) through D.N.R. Benchmark R-83.

THE CABLES CONDO. GENERAL NOTES	
Beindorf and Associates	
a division of Kinney-Thorn and Associates, Inc.	
2480 20th Street, Vero Beach, FL 32909	
DATE	3/21/77
BY	JKB
CHECKED	
DATE	3/20

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Composite Exhibit "B"



This drawing, as prepared by others, was furnished by the client.

BUILDING A  
PARKING LEVEL

SHEET  
4 OF 20

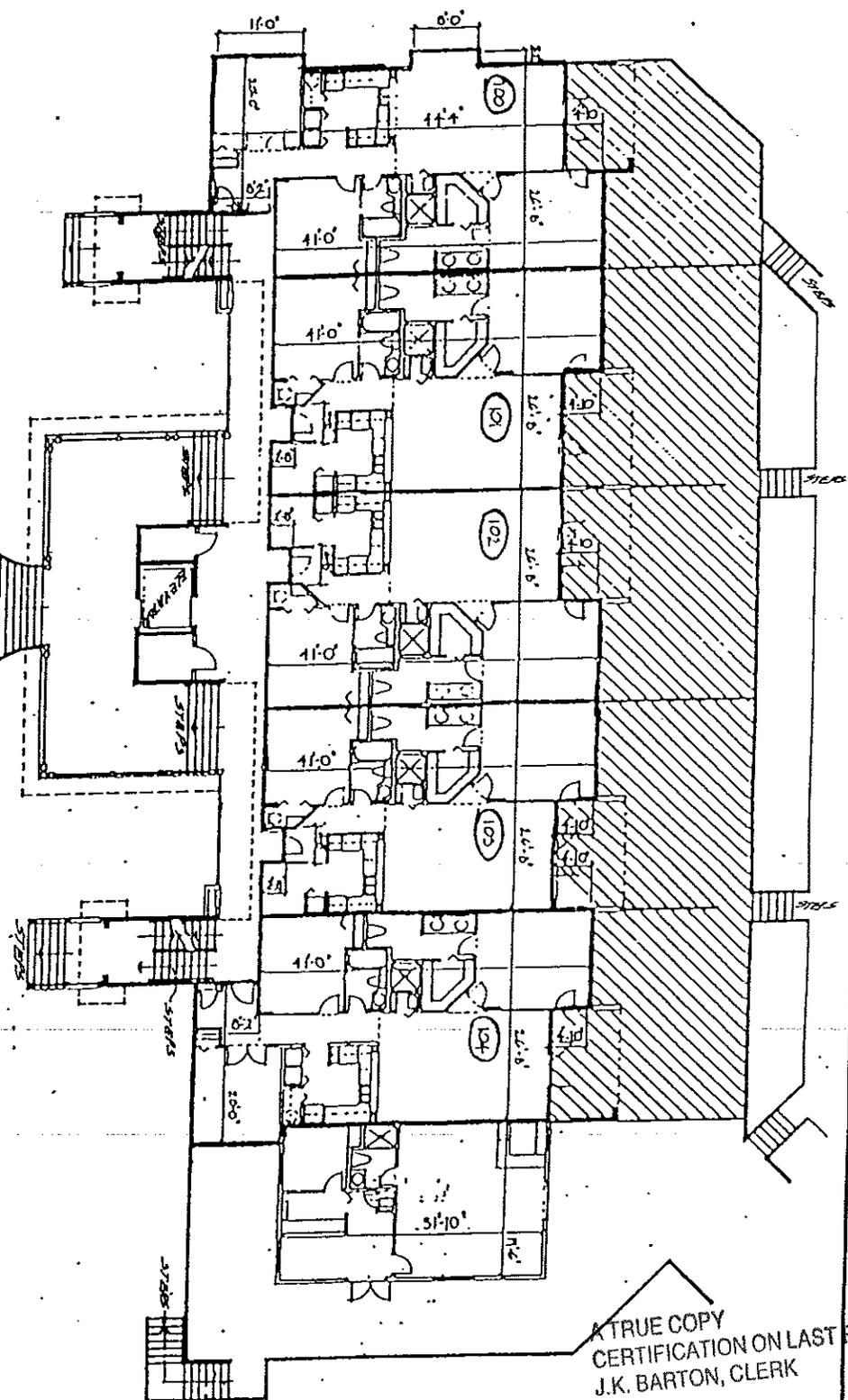
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Composite Exhibit "B"

O.R. 0770 PG 0062

This drawing, as prepared by others, was furnished by the client.

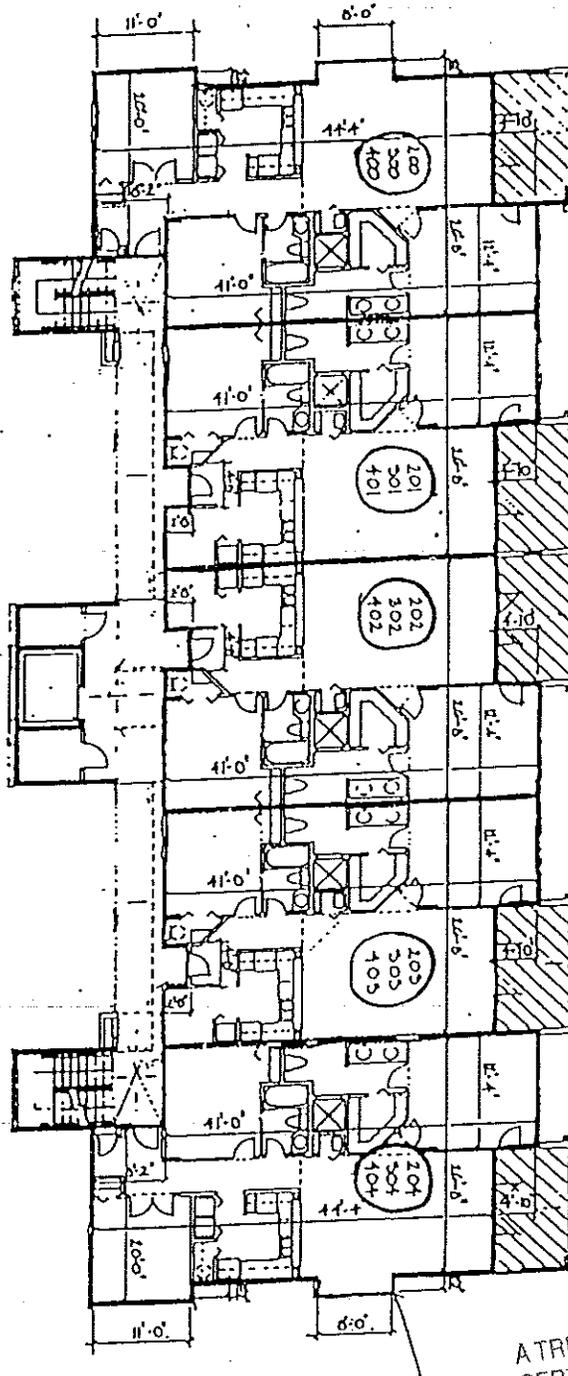
BUILDING A  
FIRST FLOOR PLAN  
SHEET  
5 OF 20



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Composite Exhibit "B"

O. R. 0770 PG 0063



*BUILDING A  
SECOND, THIRD & FOURTH  
FLOOR PLANS*

This drawing, as prepared by others, was furnished by the client.

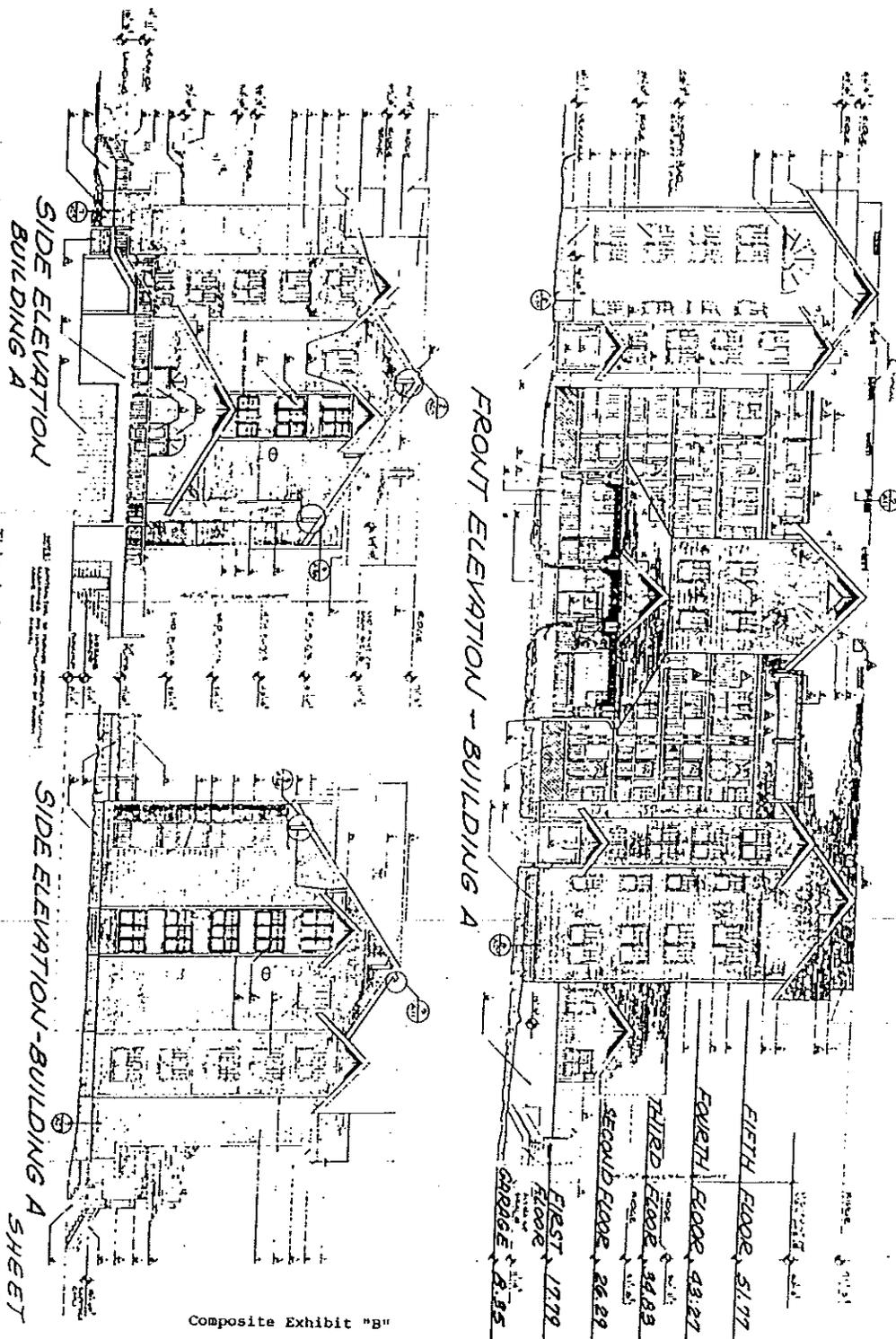
*SHEET  
6 OF 20*

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Composite Exhibit "B"

**O.R. 0770 PG 0064**



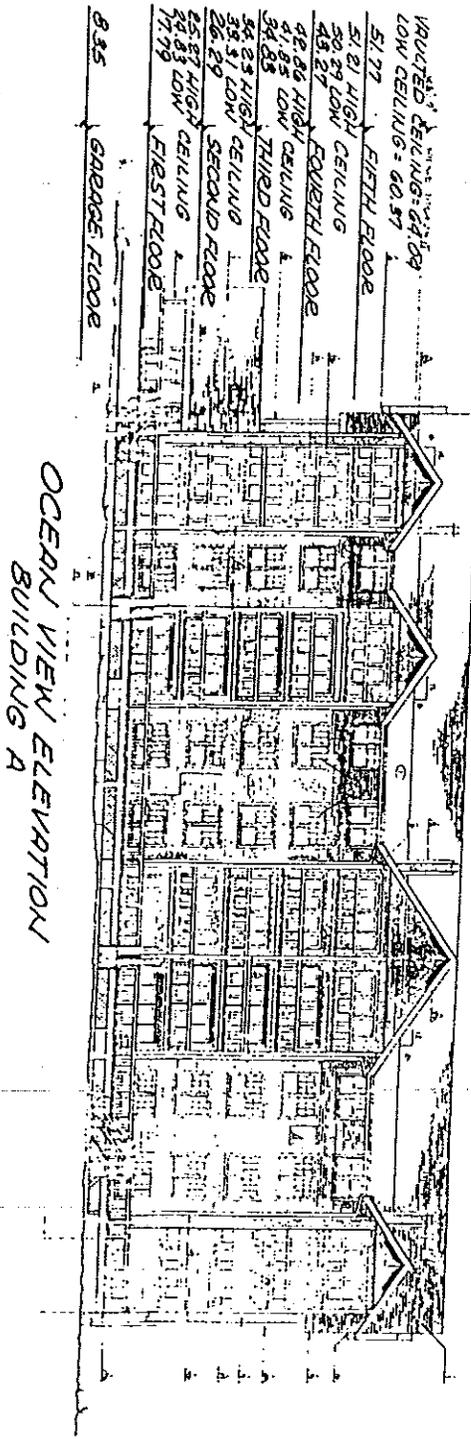


This drawing, as prepared by others, was furnished by the client

Composite Exhibit "B"

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SHEET  
 8 OF 20



OCEAN VIEW ELEVATION  
BUILDING A

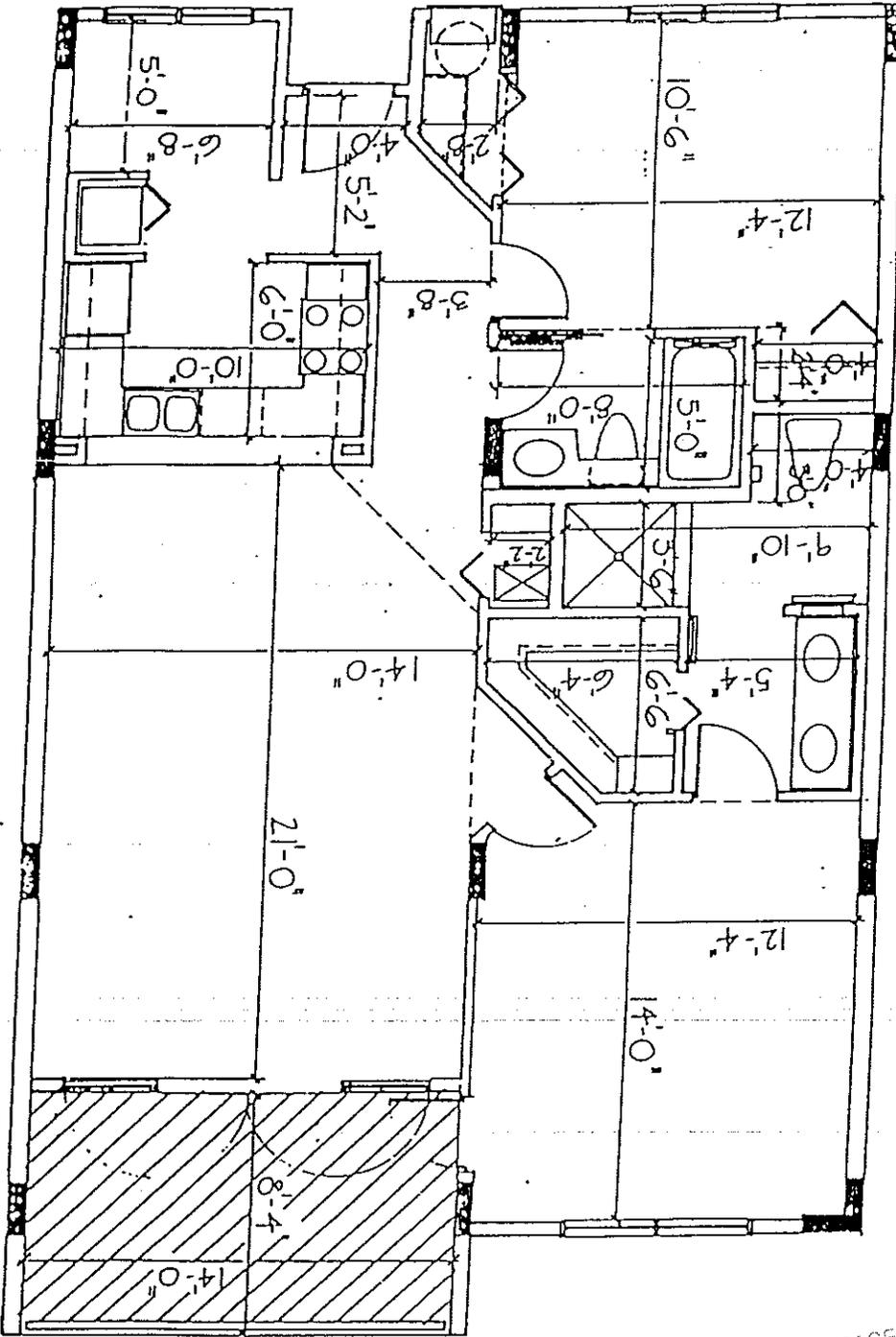
This drawing, as prepared by others, was furnished by the client.

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SHEET  
9 OF 20

Composite Exhibit "B"

This drawing, as prepared by others, was furnished by the client.



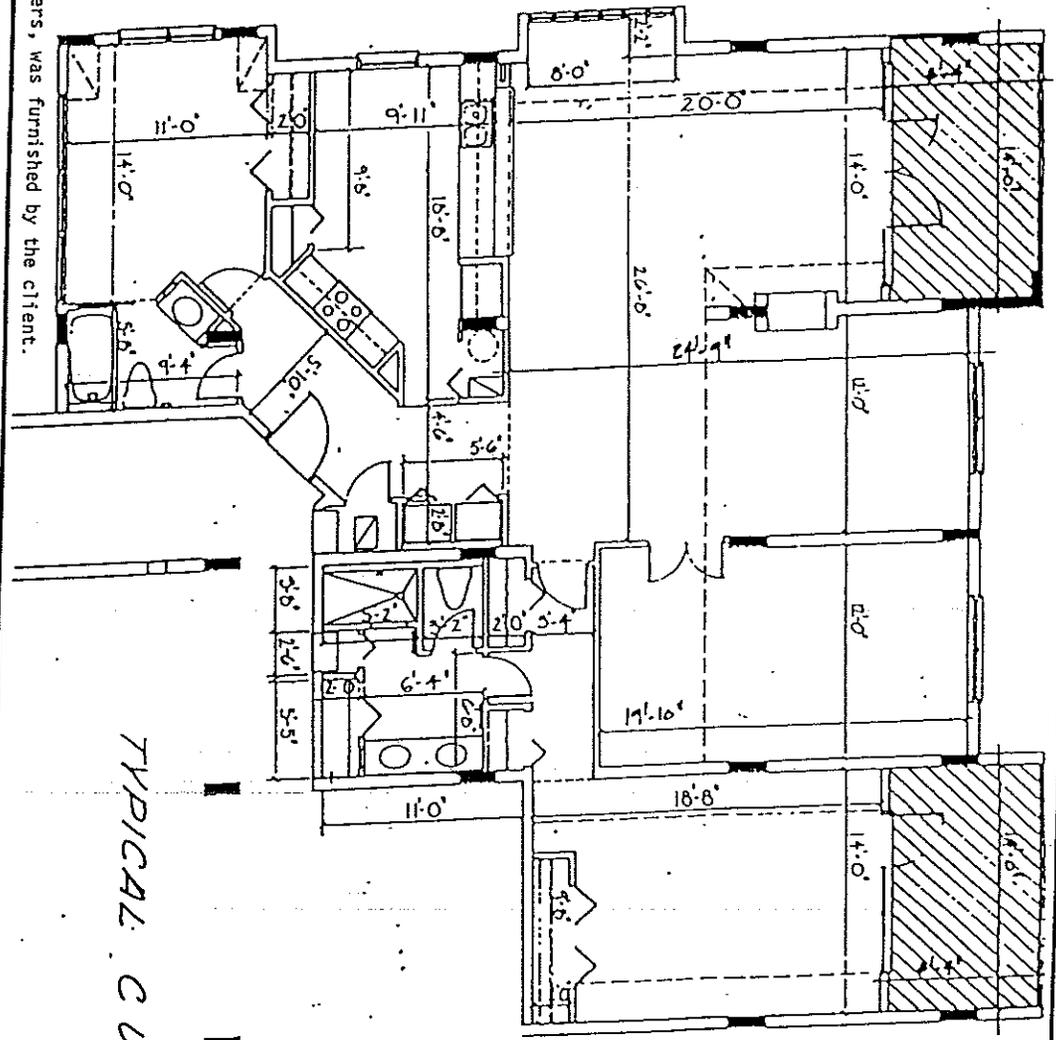
TYPICAL A UNIT SHEET 10 OF 20

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Composite Exhibit "B"



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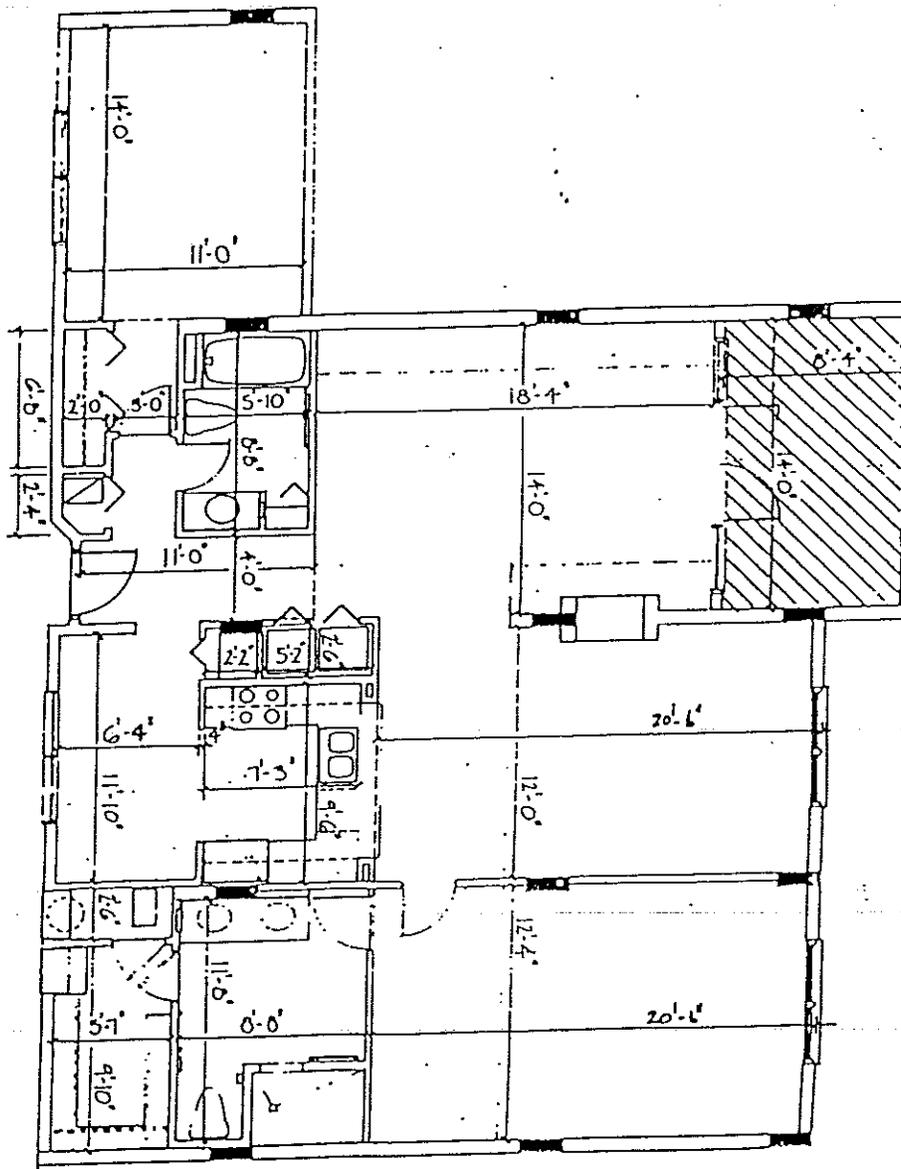


TYPICAL C UNIT

SHEET  
12 OF 20

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Composite Exhibit "B"

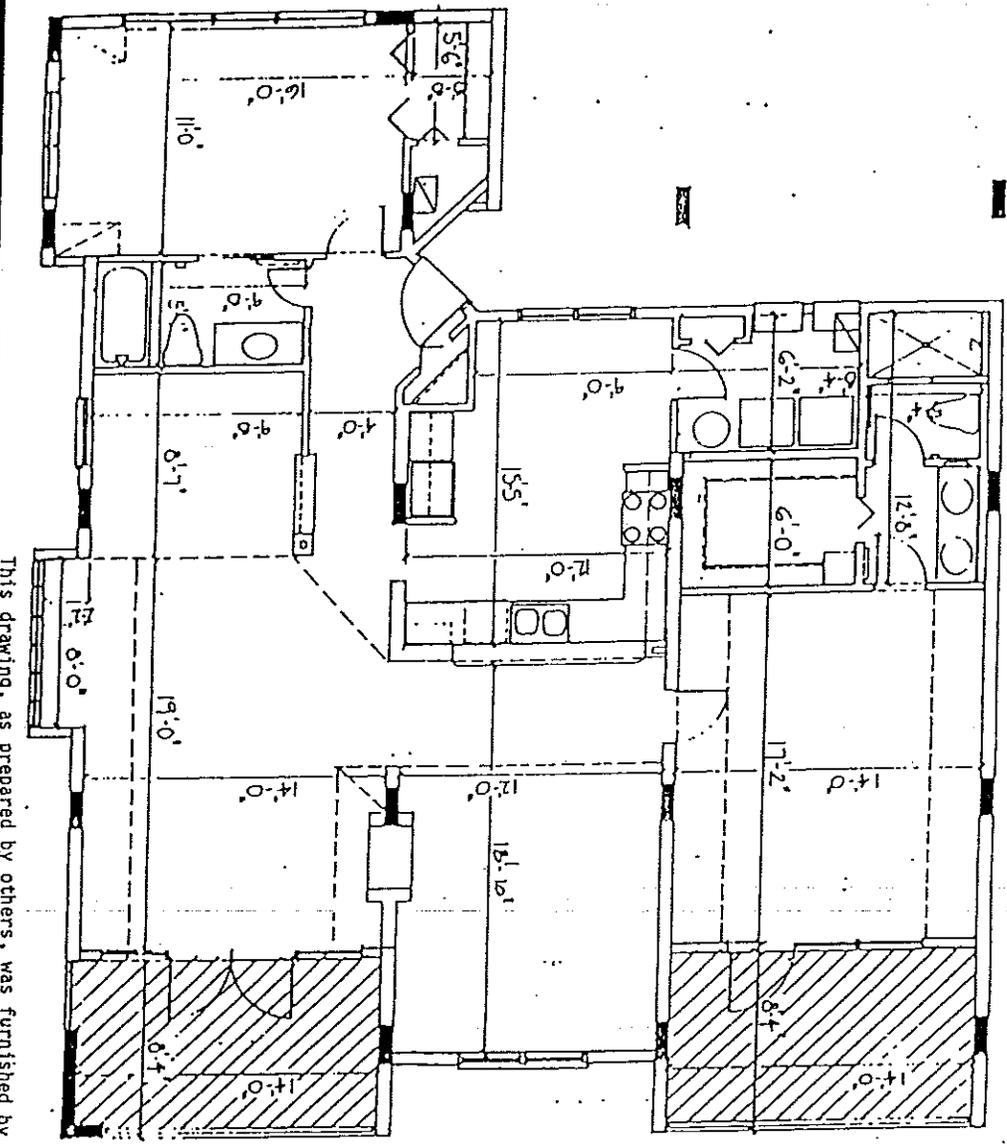


This drawing, as prepared by others, was furnished by the client.

TYPICAL D UNIT

SHEET  
13 OF 20

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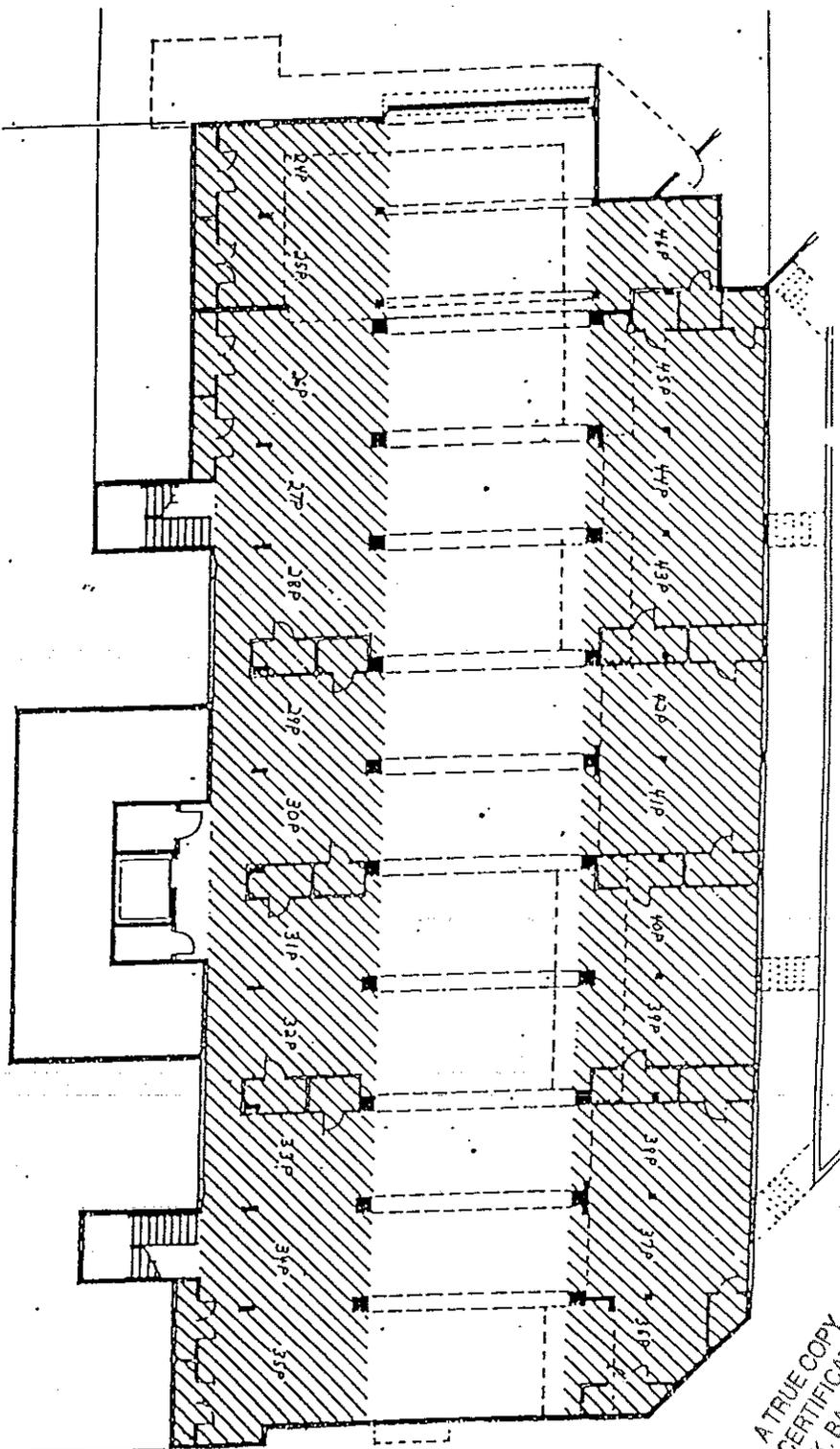
TYPICAL  
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SHEET  
14 OF 20

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Composite Exhibit "B"

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BUILDING B  
PARKING LEVEL SHEET  
15 OF 20

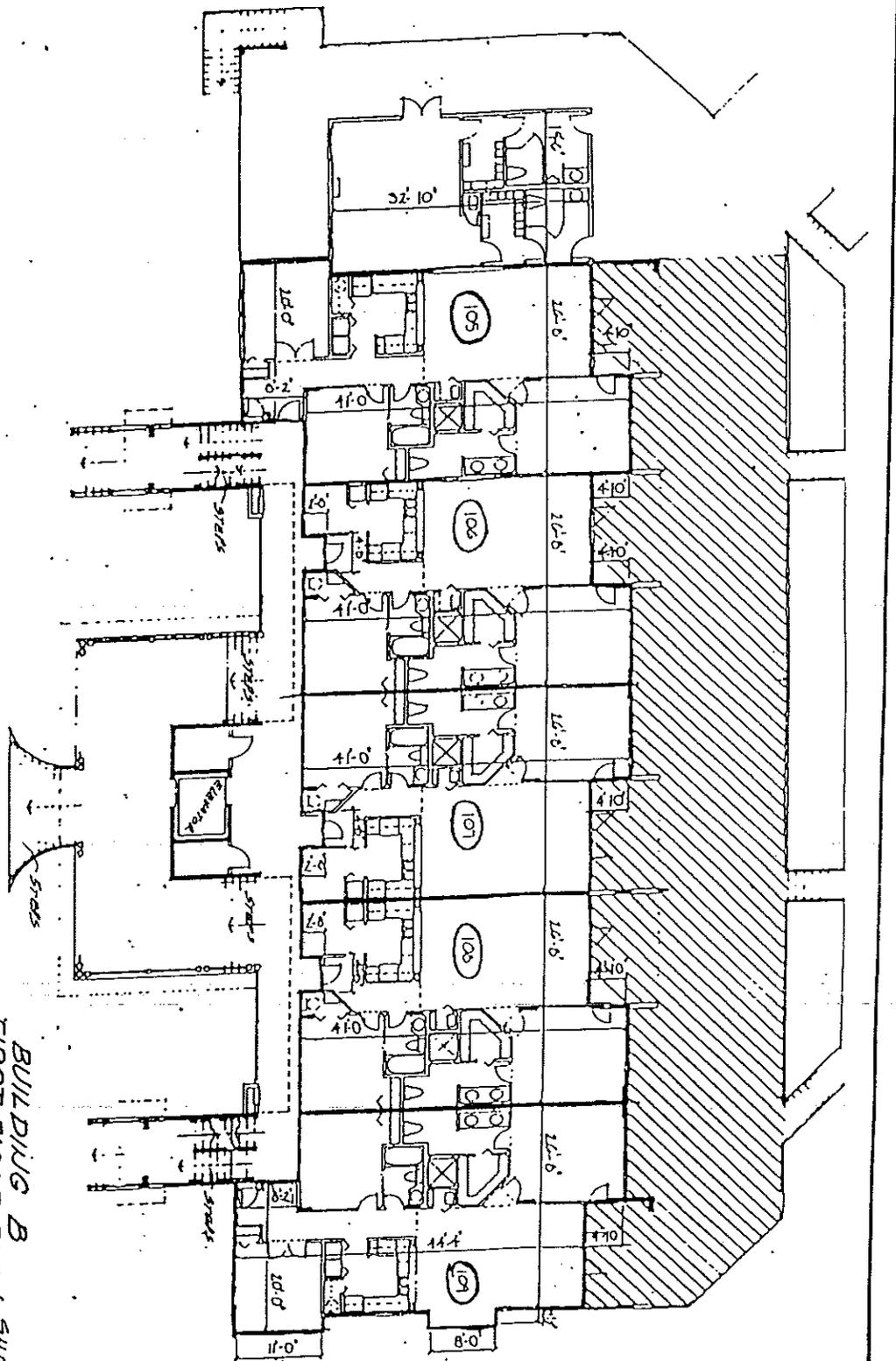


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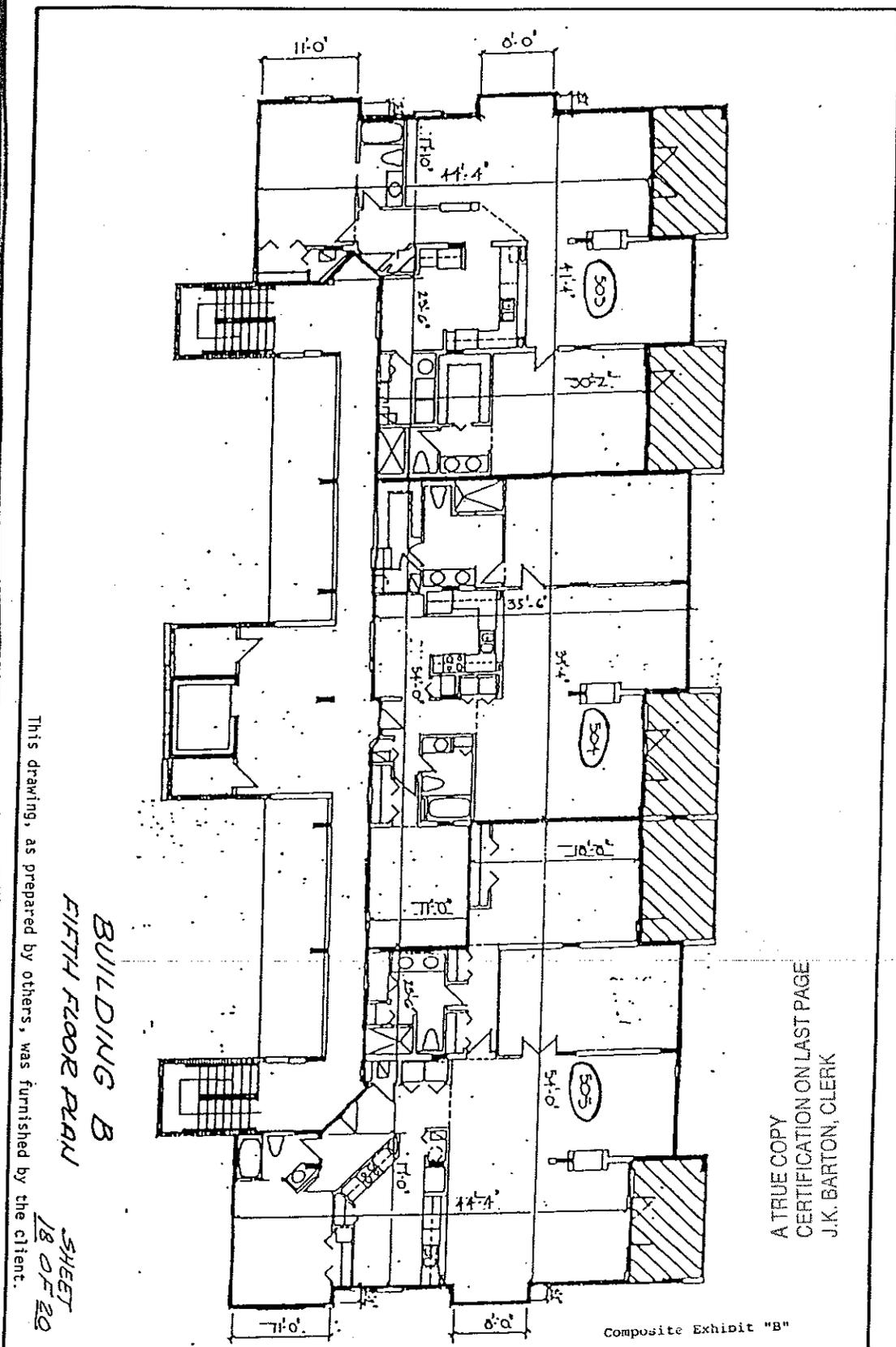
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BUILDING B  
FIRST FLOOR PLAN SHEET  
16 OF 20



Composite Exhibit "B"





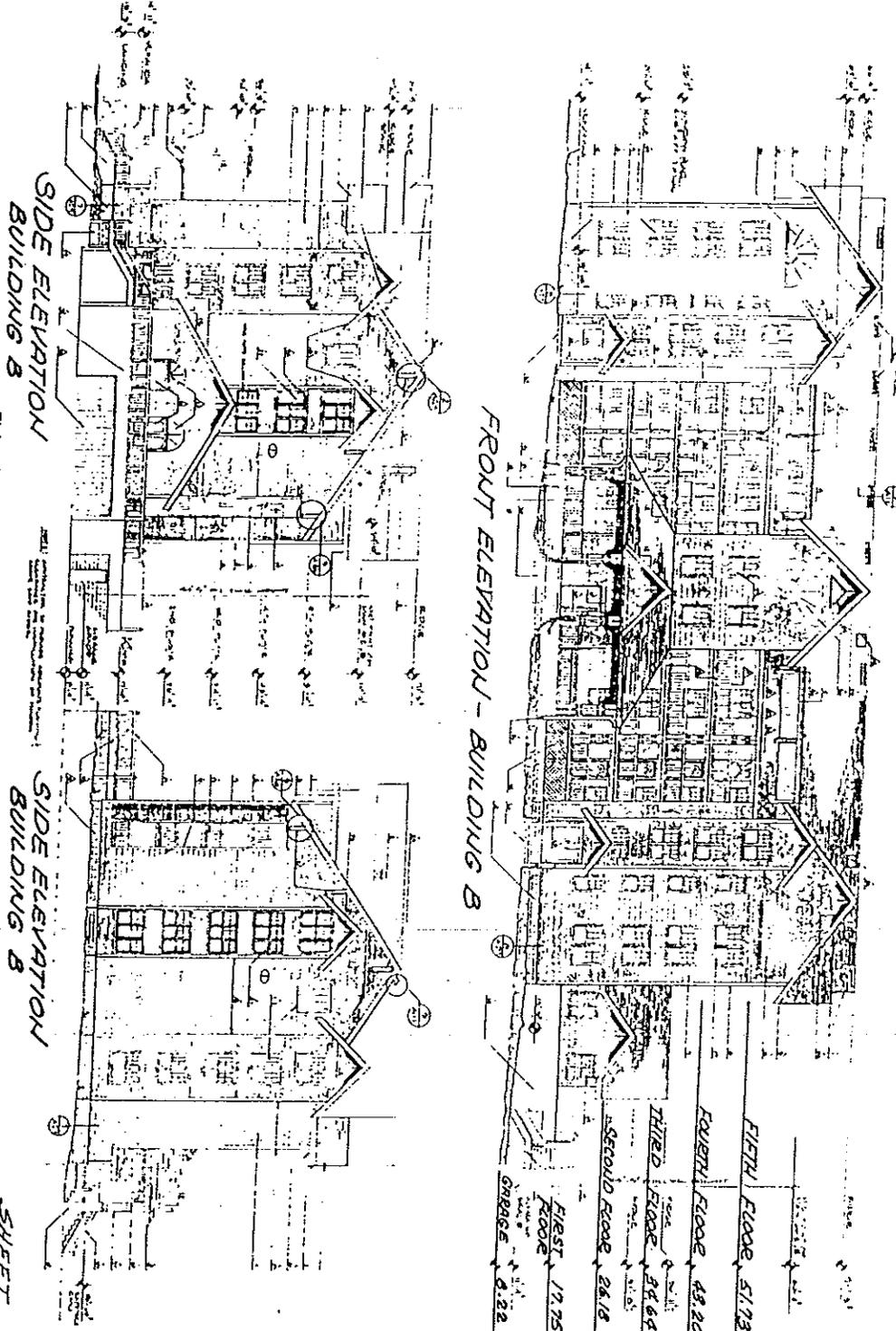
This drawing, as prepared by others, was furnished by the client.

**BUILDING B**  
**FIFTH FLOOR PLAN**

**SHEET**  
**18 OF 20**

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Composite Exhibit "B"



FRONT ELEVATION - BUILDING B

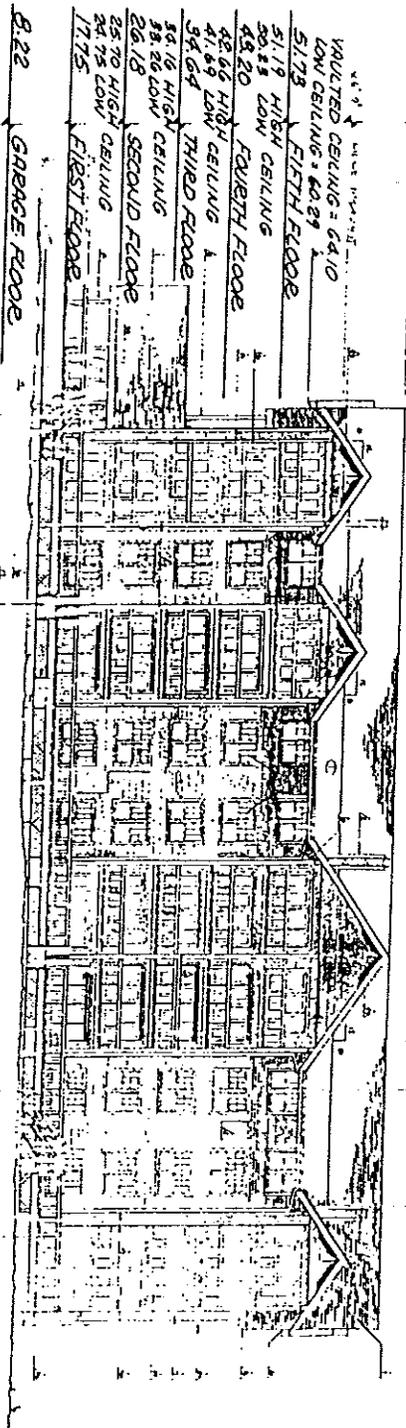
SIDE ELEVATION BUILDING B

SIDE ELEVATION BUILDING B

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SHEET  
 19 OF 20



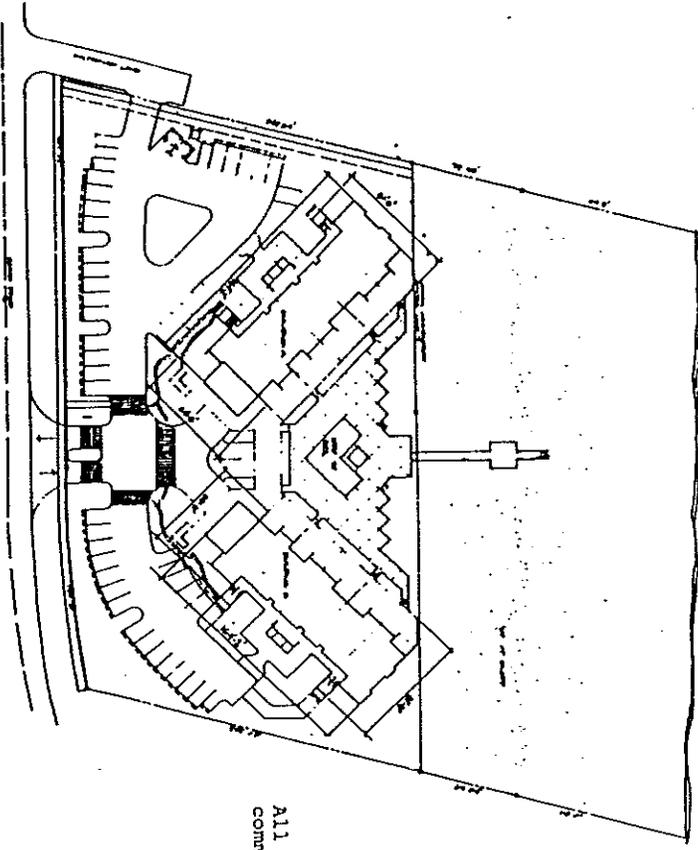
OCEAN VIEW ELEVATION  
BUILDING B

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SHEET  
20 OF 20

SITE PLAN



SURVEYORS NOTES:

-  Denotes the Unit Number Designation
-  Indicates the limits of the units
-  Indicates the limited common elements

All areas and improvements exclusive of the units are common elements.

*J.K. Barton*  
Professional Engineer  
No. 12345

11/20/18

This is a true and correct copy of the original as shown to me by the Surveyor. I am a Licensed Professional Engineer in the State of Florida, License No. 12345. I have reviewed the plans and certify that they conform to the requirements of the Florida Building Code, Chapter 630, Florida Statutes, and the rules of the Board of Building, Safety and Code Enforcement, State of Florida.

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J.K. BARTON, CLERK

