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DECLARATION OF CONDOMINIUM

OF

GRAND ISLE OF NORTH HUTCHINSON ISLAND CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

GRAND ISLE OF NORTH HUTCHINSON ISLAND CONDOMINIUM

GRAND ISLE OF NORTH HUTCHINSON ISLAND, LTD., a Florida limited partnership (hereinafter referred to as the "Declarant") DOES HEREBY DECLARE:

I. PURPOSE: SUBMISSION OF PROPERTY TO CONDOMINIUM ACT.

Declarant hereby submits the Property described on Exhibit "A" attached hereto located in St. Lucie County, Florida, to the condominium form of ownership pursuant to the Condominium Act (as hereinafter defined), which Property shall include the land and all existing and future improvements thereto and thereon, and all easements, rights and appurtenances belonging thereto; excluding therefrom, however, all public utility installations, any cable and/or closed circuit television system, and any other systems and facilities (if any) not owned by Declarant. The Property contains forty-nine (49) Units (as said term is hereinafter defined) which are located as shown on Exhibit No. "1" attached hereto.

All of the restrictions, reservations, covenants, conditions, easements and limitations contained herein (or incorporated herein by reference) shall constitute equitable servitudes upon the Property, shall run perpetually with the Property unless terminated as provided herein, and shall be binding upon all Unit Owners (as hereinafter defined). The burdens imposed and benefits provided shall run with the Property.

II. NAME AND ADDRESS OF CONDOMINIUM

The name by which this Condominium is to be identified is "GRAND ISLE OF NORTH HUTCHINSON ISLAND CONDOMINIUM," which shall be located at 3702 North A-1-A, North Hutchinson Island, Florida 34949 (St. Lucie County, Florida).

III. DEFINITIONS

The terms as used in this Declaration of Condominium and in the Articles of Incorporation and By-Laws of the Condominium Association, and all other exhibits to this Declaration, and any amendments thereto (the "Condominium Documents"), shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

1. COMMON ELEMENTS shall mean and refer to the portions of the Condominium Property not included in the Units and as more particularly defined in Article V of this Declaration.

2. COMMON EXPENSES shall mean and refer to all expenses and assessments properly incurred by the Condominium Association for the Condominium, for which the Unit Owners are liable to the Condominium Association.

3. COMMON SURPLUS shall mean and refer to all receipts of the Condominium Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements) in excess of the amount of Common Expenses.

4. CONDOMINIUM shall mean and refer to that form of ownership of real property which is created pursuant to the terms of the Condominium Act, which is comprised of Units that may be owned by one or more Persons, and in which there is, appurtenant to each Unit, an undivided share in Common Elements. The term shall also mean GRAND ISLE OF NORTH HUTCHINSON ISLAND CONDOMINIUM, as established by this Declaration.

5. CONDOMINIUM ACT shall mean and refer to Chapter 718, Florida Statutes (the Florida Condominium Act) in its form as of the date of the recording of this Declaration.
6. CONDOMINIUM ARTICLES OF INCORPORATION or ARTICLES OF INCORPORATION shall mean and refer to the Articles of Incorporation of Grand Isle of North Hutchinson Island Condominium Association, Inc., a Florida Corporation Not For Profit, attached hereto as Exhibit "B" and by reference made a part hereof, and as the same may be amended and supplemented from time to time.
7. CONDOMINIUM ASSESSMENTS or ASSESSMENTS shall mean and refer to shares of funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owners by the Condominium Association, including, without limitation, special assessments.
8. CONDOMINIUM ASSOCIATION or ASSOCIATION shall mean and refer to Grand Isle of North Hutchinson Island Condominium Association, Inc., a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominium and the Condominium Property.
9. CONDOMINIUM BOARD OF DIRECTORS or BOARD OF DIRECTORS shall mean and refer to the Board of Directors responsible for the administration of the Condominium Association.
10. CONDOMINIUM BUILDING shall mean and refer to a structure in which Units are located, on the land submitted to Condominium ownership as a part of this Condominium.
11. CONDOMINIUM BY-LAWS or BY-LAWS shall mean and refer to the By-Laws of the Condominium Association, attached hereto as Exhibit "C" and by reference made a part hereof, and as the same may be amended and supplemented from time to time.
12. CONDOMINIUM DOCUMENTS shall mean and refer to this Declaration of Condominium, the Condominium Articles of Incorporation, the Condominium By-Laws and the Rules and Regulations of the Condominium Association, as such terms may be defined herein, and as the same may be amended and supplemented from time to time.
13. CONDOMINIUM PARCEL shall mean and refer to a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.
14. CONDOMINIUM PROPERTY shall mean and refer to the lands, leaseholds, improvements, and personal property presently and hereafter submitted to condominium ownership as a part of this Condominium, and all easements and rights appurtenant thereto intended for use in connection with this Condominium.
15. CONDOMINIUM UNIT or UNIT shall mean and refer to a part of the Condominium Property which is subject to exclusive ownership, as designated in Article IV of this Declaration, and as more particularly shown in Exhibit No. "1."
16. COUNTY shall mean and refer to St Lucie County, Florida.
17. DECLARANT shall mean and refer to GRAND ISLE OF NORTH HUTCHINSON ISLAND, LTD., a Florida limited partnership (and its successors and assigns if any such successor or assign is specifically designated as the Declarant by recorded document properly executed by Declarant).

18. DECLARANT'S LENDER shall mean REGIONS BANK OF BIRMINGHAM, ALABAMA, its successors and or assigns.

19. DECLARATION OF CONDOMINIUM shall mean and refer to this instrument and all exhibits attached hereto, and as the same may be amended and supplemented from time to time.

20. INSTITUTIONAL FIRST MORTGAGE shall mean and refer to a mortgage held by an Institutional Mortgagee which is a first lien on a Unit. "Declarant's Lender's Mortgage" (as defined below) is an Institutional First Mortgage.

21. INSTITUTIONAL FIRST MORTGAGEE shall mean and refer to the holder of an Institutional First Mortgage.

22. INSTITUTIONAL MORTGAGEE shall mean and refer to a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution, or the Declarant.

23. LIMITED COMMON ELEMENTS shall mean and refer to those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as more particularly defined in Article VII of this Declaration. Reference herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit same, or it is otherwise expressly provided.

24. PERSON shall mean and refer to individuals, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, limited liability companies and all other groups or combinations.

25. PROPERTY shall mean and refer to that certain property more particularly described in Exhibit "A" hereto.

26. SPECIAL ASSESSMENT shall mean and refer to any Condominium Assessment levied against Unit Owners other than the assessment required by an annual budget.

27. UNIT OWNER or OWNER OF A UNIT shall mean and refer to the record owner of legal title to a Condominium Parcel in this Condominium.

28. VOTING REPRESENTATIVE shall mean and refer to (1) the record owner of a Unit if the Unit is owned by one individual, (2) either the husband or the wife if the Unit is owned by husband and wife as tenants by the entirety, (3) any individual designated in a certificate signed by all of the record owners of legal title to a Unit and filed with the secretary of the Condominium Association designating a voting member for such Unit, or (4) a proxy holder (when permitted by the Condominium Act). There shall be only one Voting Representative for each Unit.

IV. CONDOMINIUM UNITS

Each Condominium Unit is a separate parcel of real property, the ownership of which shall be in fee simple.

A. Each Unit is identified by a specific number and/or numbers and letter or letters designation as more particularly set forth in Exhibit No. "1". The Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floor and ceilings surrounding the Unit, nor shall the Unit Owner be deemed to own the conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures running through said Unit for furnishing of utility, heating, cooling, ventilation, and/or other services serving another Unit(s) and/or the Common Elements, which items are hereby made a part of the Common Elements. A Unit Owner, however, shall be deemed to own the interior walls, partitions and decorative columns

contained within the boundaries of a Unit as described below, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper and similar items. Each Unit shall include that part of the condominium building containing the Unit which lies within the horizontal and perimetrical boundaries of the Unit whether the same exist now or are created by construction, settlement or movement of the condominium building, or permissible repairs, reconstruction or alterations, which boundaries are intended to be as follows and determined in the following manner:

(1) The upper boundary shall be the horizontal plane of the interior surfaces or underside of the finished, undecorated ceiling and all portions of the structural ceiling of the Unit as extended to the planar intersection with the perimetrical boundaries of the Unit.

(2) The lower boundary shall be the horizontal plane of the interior surfaces or upper side of the finished, undecorated concrete floor of the Unit as extended to the planar intersection with the perimetrical boundaries of the Unit.

(3) The perimetrical boundaries of the Unit shall be the vertical planes of the finished, undecorated interior perimeter walls bounding the Unit, extended to planar intersections with each other and with the upper and lower boundaries of the Unit.

(4) No part of the nonstructural interior walls of a Unit shall be considered a boundary of the Unit.

(5) Where there are apertures in any boundary, including, but not limited to, windows, and doors, such boundaries shall be extended to include the undecorated, unfinished interior surfaces of such apertures, including all frameworks thereof. All materials covering windows in the exterior walls of a Unit, all glass contained in windows, and all framings and casings therefor, shall be included within the boundaries or perimeters and considered as part of the Unit exclusively served by such items.

(6) In cases not specifically covered in this Article IV and/or in any case of conflict or ambiguity, the plans and specifications in the possession of Declarant, and available for review by Unit Owners, shall control in determining the boundaries of a Unit.

(7) All appliances in the Unit at the time of sale including, without limitation, range, oven, microwave, refrigerator, dishwasher, water heater, washer, dryer, and disposal and all portions of the Unit's air-conditioning air handler and all portions of the air-conditioning and heating system located within the Unit shall be owned, maintained, repaired and replaced by the Unit Owner of the particular Unit.

(8) The Unit shall also include: (a) as to potable water - from point of entry into Unit boundaries and throughout the Unit; (b) sewer and waste water - from point of entry into Unit boundaries and throughout the Unit; (c) electric - from and including Unit breaker boxes and throughout the Unit; (d) telephone - from point of entry into Unit boundaries and throughout the Unit; (e) television and other cable services - from the point of entry into Unit boundaries and throughout the Unit;

(9) Notwithstanding any other provision in this Article IV to the contrary, each Unit shall be deemed to exclude the area of any weight-bearing column or structure (except the decorated and/or finished surfaces thereof) which may be otherwise within the horizontal and perimetrical boundaries of a Unit.

B. The following rights and privileges shall also accrue to the Owner of a Unit:

(1) An undivided share in the Common Elements and Common Surplus in accordance with the percentages shown in Exhibit No. "2" (as may be amended in accordance herewith), attached to this Declaration and made a part hereof;

(2) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may 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;

(3) Membership in the Condominium Association and all rights and privileges attendant thereto; and

(4) Such other easements, rights and privileges which, pursuant to the provisions of this Declaration, are deemed to be of benefit to the Condominium Property.

C. Each Unit Owner is entitled to the exclusive possession of the Unit Owner's Unit. Each Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a right to use all of the Common Elements, other than Limited Common Elements, in favor of every Unit Owner, and a mutual, nonexclusive easement for that purpose is hereby created.

V. COMMON ELEMENTS

Common Elements includes within its meaning all portions of the Condominium Property not included within the Units, including, without limitation, the following items:

A. All parts of the improvements within the Condominium, which are not included within the Units;

B. Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for furnishing of utility, heating, cooling, ventilation, telecommunications or other data transmission services, and/or other services to more than one (1) Unit or to the Common Elements;

C. Recreational and other commonly used facilities shown in Exhibit No. "1" hereto; and

D. Easements of support in every portion of a Unit which contributes to the support of the Condominium Building, another Unit(s) and/or any part of the Common Elements.

VI. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from said Unit, and shall pass with the title to the Unit whether or not separately described.

A. The share in the Common Elements appurtenant to a Unit shall not be conveyed or encumbered except together with the Unit.

B. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of Common Elements shall lie.

VII. LIMITED COMMON ELEMENTS

Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

A. Balconies. Any balcony (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Condominium Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs of same being a part of the Common Expenses. Each Unit Owner shall, however, be responsible for the general cleaning, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any floor coverings placed or installed on any balcony. A Unit Owner using a balcony or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate to hold the Condominium Association, the Declarant and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Condominium Association Property and expenses arising therefrom.

B. Parking Spaces. Each parking space shown on Exhibit No. "1" hereto shall be a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. Declarant hereby reserves the right to assign, with or without consideration, the exclusive right to use any parking space located with the Common Elements of the Condominium to one (1) or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Condominium Association. A Unit Owner may assign the Limited Common Element parking space appurtenant to his or her Unit to another Unit by written instrument delivered to (and to be held by) the Condominium Association; provided, however, that no Unit may be left without one (1) Limited Common Element parking space. As to any Limited Common Element parking space which was originally assigned by the Declarant, whether or not for consideration, the Declarant reserves the right, at any time provided that the Declarant owns a Unit, to reassign such parking space, provided that at all times, each Unit shall have one (1) Limited Common Element parking space. Further, a Limited Common Element parking space may be relocated at any time, and from time to time, by the Board of Directors to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility. The maintenance of any parking space so assigned shall be the responsibility of the Condominium Association. EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE PARKING FACILITIES MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN, AND ACCORDINGLY, IN THE EVENT OF FLOODING, ANY AUTOMOBILES AND/OR PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE CONDOMINIUM ASSOCIATION IN INSURING THE PARKING FACILITIES, AND FOR OWNERS, MAY BE HIGHER THAN IF THE PARKING FACILITIES WERE ABOVE THE FEDERAL FLOOD PLAIN. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, OR ACCEPTING THE ASSIGNMENT OF A PARKING SPACE, EACH UNIT OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

C. Storage Spaces. Declarant hereby reserves the right to assign, with or without consideration, the exclusive right to use any storage space located with the Common Elements of the Condominium to one (1) or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Condominium Association (as same are defined in the By-Laws). After assignment to a Unit by the Declarant, a Unit Owner may reassign the Limited Common Element storage space appurtenant to his or her Unit to another Unit by written instrument delivered to (and to be held by) the Condominium Association. The maintenance of any space so assigned shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned. EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE STORAGE AREAS MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN, AND ACCORDINGLY, IN THE EVENT OF FLOODING, ANY PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE CONDOMINIUM ASSOCIATION IN INSURING THE STORAGE AREAS, AND FOR OWNERS, MAY BE HIGHER THAN IF THE AREAS WERE ABOVE THE FEDERAL FLOOD PLAIN. BY ACCEPTING THE ASSIGNMENT OF A STORAGE LOCKER, EACH UNIT OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

VIII. ADDITIONS OR ALTERATIONS OF IMPROVEMENTS

A. BY A UNIT OWNER

1. No Unit Owner shall make any addition, alteration, or improvement in or to any portions of the Unit Owner's Unit or any Common Elements or Limited Common Elements, without the express prior written consent of the Board of Directors. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Condominium Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Condominium Association

shall adopt hurricane shutter specifications for all Units which shall include color, style and other factors deemed relevant by the Condominium Association.

2. A Unit Owner making or causing to have made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit owner, and the Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to indemnify and hold the Condominium Association and all other Unit Owners harmless from and against any liability, damages, costs and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof as may be required by the Condominium Association. If the Unit Owner fails to construct the addition, alteration or improvement in the manner approved, the Unit Owner shall be obligated to make all corrections necessary upon demand by the Condominium Association; provided, however, that the Condominium Association shall also be entitled to pursue any other remedies available in law and/or equity.

3. This Paragraph A shall not apply to internal improvements to Units as long as such improvements have no impact on the Condominium building containing the subject Unit, have no impact on any other Unit Owner, and are not visible from outside the subject Unit.

4. Anything to the contrary herein notwithstanding, a Unit Owner shall not make any alterations to the Unit Owner's Unit which would remove any portion of, or make any additions to, Common Elements, or do anything which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property which is to be maintained by the Condominium Association.

B. BY THE CONDOMINIUM ASSOCIATION

If, in the judgment of the Board of Directors, the Common Elements (or any part thereof) shall require capital additions, alterations, or improvements (exclusive of necessary repairs) costing the Condominium Association in excess of three percent (3%) of the then applicable budget of the Association in the aggregate in any calendar year, then the Condominium Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the votes of all Voting Representatives represented at a meeting of the Association at which a quorum is present. Any insubstantial capital additions, non-material alterations or insubstantial and non-material improvements to the Common Elements (or any part thereof) costing the Condominium Association in the aggregate of three percent (3%) of the then applicable budget of the Association or less in a calendar year, and any necessary repairs to the Common Elements (or any part thereof), may be made by the Board of Directors without approval of the Unit Owners. Any material alteration, substantial addition, or material or substantial improvement to the Common Elements may be made only if approved by seventy-five percent (75%) of the votes of all Voting Representatives of the Condominium. The cost and expense of any additions, alterations, improvements, or repairs to the Common Elements (or any part thereof), shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

C. PROVISO: BY THE DECLARANT

The foregoing restrictions of this Article VIII shall not apply to the following changes, additions, deletions, alterations, or improvements made by the Declarant. The Declarant shall have the right, without the consent or approval of the Condominium Association, any Unit Owner, and/or any lienors or mortgagees, to make changes, alterations, deletions, additions or improvements in, to and upon the Units and/or Common Elements, or any part thereof for purposes of making changes required by any governmental (or quasi-governmental) body, agency, district, department or authority or for purposes of making changes necessitated for construction or engineering purposes or for the purpose of combining Declarant-owned units into a single apartment (although being kept as separate legal Units); provided, however, that no such amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus unless the record Unit Owner and the record owners of liens on it join in the execution of the amendment and unless all of the record Unit Owners of all other Units approve the amendment. For so long as the Declarant owns any interest in, or owns any mortgage against, any Unit, the provisions of this Article may not be added to, amended or deleted without the prior written consent of the Declarant.

IX. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND VOTING RIGHTS

A. Each Condominium Unit shall have the undivided percentage share of ownership of the Common Elements as shown in Exhibit No. "2" attached hereto. For purposes of identification, each Condominium Unit has been numbered and/or lettered. The respective undivided interests as set forth in Exhibit No. "2" have been carefully established, and cannot be changed, altered or amended, except by the Declarant to correct typographical errors and as further provided by Article VIII. D. of this Declaration and by the Condominium Act. The undivided interests have been rounded to ensure that the total of all undivided interests and/or fractional shares are equal to one hundred percent (100%).

B. Unit Owners shall be entitled to one (1) vote in the Condominium Association for each Unit owned, to the extent provided for in the Condominium Documents and the Condominium Act. The Voting Representative, who must be designated by a Voting certificate signed by all of the Unit Owners of said Unit and filed with the Secretary of the Condominium Association, shall be entitled to cast the vote for the Unit. Such Voting certificate shall be valid until revoked or until superseded by a subsequent Voting certificate, or until a change in the ownership of the Unit concerned, as more particularly set forth in the Condominium Articles of Incorporation and Condominium By-Laws.

X. EASEMENTS

In addition to any other easements that may now or hereafter be in existence, and without limitation thereof, each of the following easements are hereby created, and, notwithstanding any of the other provisions of this Declaration, may not be amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose. Each easement shall survive the termination of the Condominium and the removal of any Condominium Property from this Condominium.

A. TO CONDOMINIUM ASSOCIATION

(1) Each Unit shall be and hereby is made subject to a perpetual easement in favor of the Condominium Association for entrance to the Unit to maintain, repair, improve, and/or replace the Common and Limited Common Elements and to inspect alterations made or being made to the Unit.

(2) Each Unit, Common and Limited Common Element shall be and hereby is made subject to a perpetual easement in favor of the Condominium Association for the Board of Directors, or any person so designated by the Board of Directors, to enter any Unit for the purpose of attempting to remedy or abate any emergency or threatened emergency, regardless of whether the Unit Owner is present at such time, and such right of entry may be immediate and without notice to the Unit Owner in the event of an emergency where time is of the essence.

(3) The Condominium Association shall have the power to grant perpetual and nonperpetual easements over, under, across and/or through the Common Elements, in its own name and without the joinder or approval of any Unit Owner, as deemed necessary by the Board of Directors, provided, that said easements so created shall not materially and permanently interfere with the uses for which the Common Elements are intended.

(4) The foregoing easements are an addition to the rights of access provided for in Section 718.111(5) of the Condominium Act.

B. TO EMERGENCY VEHICLES

Perpetual easements are hereby created for the right of all lawful emergency vehicles, equipment and Persons operating same to pass over and across all portions of the Condominium Property to service the Unit Owners and the Condominium Property.

C. FOR ENCROACHMENTS

All of the Condominium Property shall be and hereby is made subject to perpetual easements for encroachments, which now or hereafter exist, caused by shifting, settlement

or movement of any improvements within the Condominium or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist. In the event the Condominium is partially or totally destroyed, and then rebuilt, the Unit Owners agree that encroachments of parts of the Common Elements or Limited Common Elements or Units, as described, shall be permitted and there shall be a valid easement for said encroachments.

D. TO UNIT OWNERS

A perpetual nonexclusive easement is hereby granted all Unit Owners (and their families, guests, lessees and invitees) for vehicular and pedestrian ingress and egress over, upon and across those portions of the Common Elements as may from time to time be intended for such uses and purposes. Such easement shall include the right of ingress and egress to and from North A-1-A, the public highway contiguous to the Property.

E. FOR STRUCTURAL SUPPORT

Each Unit shall have a perpetual easement for structural support over every other Unit and over that portion of the Common and Limited Common Elements supporting such Unit, and each portion of the Common and Limited Common Elements shall have an easement for support over all Units and all portions of the Common and Limited Common Elements supporting such portion of the Common and Limited Common Elements.

F. FOR CONSTRUCTION/MAINTENANCE/SALES, ETC.

Perpetual, nonexclusive easement(s) are hereby created in favor of Declarant, its successors and assigns, and its respective designees, contractors, agents and employees, over, upon, and through the Condominium Property for the purpose of completing the construction of the Condominium (or any part thereof), and in favor of the Condominium Association, its successors and assigns, and its respective designees, contractors, agents, and employees over, upon and through the Condominium Property for repair, improvement, replacement and maintenance purposes. A non-exclusive easement is hereby created in favor of Declarant, its successors and assigns, and its respective designees, agents and employees, over, upon and through the Common Elements for so long as the Developer owns a Unit which is for sale to conduct sales and related marketing activities of Units owned by Declarant and other Unit Owners and to place directional signs on the Condominium Property to show the location where such sales and related activities are conducted.

G. GENERAL

The easements set forth in this Article X shall be granted, reserved, or otherwise created without any additional consideration and shall run with the land and shall be binding upon every Unit Owner, the Condominium Association, the Declarant and every claimant of the Condominium Property or any portion thereof, or any interest therein, and their respective heirs, executors, administrators, personal representatives, successors and assigns and all persons claiming by, through or under such persons. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Condominium Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the Unit Owners designate the Condominium Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

XI. AMENDMENT OF DECLARATION OF CONDOMINIUM

The method of amending this Declaration is:

A. Notwithstanding anything to the contrary contained in this Declaration, the Declarant expressly reserves the right to amend this Declaration without the consent or approval of the Condominium Association, any Unit Owner, any lienor, and/or any mortgagee, for any of the following purposes (i) to carry out Declarant's rights described in Article VIII of this Declaration, and/or (ii) to include the Surveyor's Certificate in accordance with Section 718.104(4)(e) of the Condominium Act, and/or (iii) to correct any errors or omissions not otherwise materially affecting

the rights of Unit Owners, lienors or mortgagees, and/or (iv) to correct any scrivener's error or erroneous legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error; the Declarant's right to amend shall not include an amendment as to those matters set forth in Section 718.110(4) of Section 718.110(8) of the Condominium Act. The Declarant may amend this Declaration in all of the foregoing permitted instances by filing an Amendment to the Declaration in the Public Records of the County which shall be effective upon recordation. Such Amendment need be executed and acknowledged only by the Declarant with the formalities of the execution of a deed, and shall include reference to the recording information identifying this Declaration, but need not be approved, consented to, or joined in by the Condominium Association, any Unit Owner, and/or any lienor or mortgagee (including, without limitation, any Institutional First Mortgagee) of a Unit in the Condominium, whether or not elsewhere required for amendment of this Declaration, and no Certificate of the Condominium Association shall be required.

B. Except as to the amendment rights reserved by the Declarant in this Declaration, no amendment which materially affects the rights or interests of any mortgagee (including, without limitation, any Institutional Mortgagee), including, without limitation, no amendment which changes the configuration or size of any Condominium Unit in any material fashion, materially alters or modifies the appurtenances to the Unit, or changes the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus or any amendment which permits time-share estates to be created in any Unit, or any amendment for which mortgagee joinder is required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Association shall be adopted, unless (i) the record Owner of the Unit and all record holders of bona fide liens as to the Unit join in the execution of the amendment, or as to which such consent is evidenced by a recorded affidavit of the Condominium Association in accordance with the Condominium Act and, (ii) said amendment is adopted in accordance with Paragraph C below.

C. Except as otherwise specifically provided herein, this Declaration may be amended at any time and from time to time upon the affirmative vote of Voting Representatives representing sixty-six and two-thirds percent (66-2/3%) or more of the Units in the Condominium, at a regular or special meeting of the members of the Condominium Association, the notice of which meeting shall include a copy of the proposed amendment or amendments. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ____ for present text."

D. An amendment to this Declaration by Unit Owners pursuant to subparagraphs B and C above shall be evidenced by a Certificate of Amendment executed with the formalities of a deed, which Certificate of Amendment need only be executed by the President or Vice President of the Condominium Association and attested by the Secretary or any Assistant Secretary of the Condominium Association, and which shall include the subject amendment, the recording data identifying this Declaration, and an affidavit attached thereto executed by such President or Vice President and attested by such Secretary or Assistant Secretary certifying that the amendment was made in accordance with the terms of this Declaration. All amendments shall be recorded in the Public Records of the County.

E. Under no circumstances shall any amendment of this Declaration be adopted which would eliminate, modify, prejudice, abridge or otherwise affect any rights, benefits, privileges or priorities granted or reserved to the Declarant, without the prior written consent of the Declarant in each instance. For so long as the Declarant owns one or more Units in the Condominium, the Declarant's prior written consent must be obtained to any amendment to this Declaration, and any amendment without such consent shall be null and void.

F. Amendments to the Condominium Articles of Incorporation and the Condominium By-Laws shall be in accordance with Article XII of this Declaration.

XII. CONDOMINIUM ARTICLES OF INCORPORATION AND
CONDOMINIUM BY-LAWS

A. The Condominium Articles of Incorporation and the Condominium By-Laws, together with this Declaration, shall govern the operation and management of the Condominium Property, except that in the event of any ambiguity or conflict, the terms and provisions of this Declaration shall control.

B. Amendments to the Condominium Articles of Incorporation or the Condominium By-Laws shall be made in the manner provided therefor in the Condominium Articles of Incorporation and the Condominium By-Laws, respectively.

C. No modification or amendment to the Condominium Articles of Incorporation or the Condominium By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration, nor shall any modification or amendment thereof be deemed valid which is inconsistent with any of the provisions of this Declaration, unless such provision of this Declaration is likewise amended.

XIII. THE CONDOMINIUM ASSOCIATION — ITS POWERS AND
RESPONSIBILITIES

A. The operation of the Condominium shall be vested in the Condominium Association and exercised pursuant to the Condominium Documents. A Unit Owner's share of the funds and assets of the Condominium Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit Owner's Unit.

B. Membership in the Condominium Association is discussed in Article IV of the Condominium Articles of Incorporation. No Unit Owner, except as a duly authorized Officer or Director of the Condominium Association, shall have any authority to act for the Condominium Association.

C. The powers and duties of the Condominium Association shall include those set forth in the Condominium By-Laws and Condominium Articles of Incorporation and, in addition thereto, the Condominium Association shall have all the powers and responsibilities set forth in the Condominium Act, and Chapters 607 and 617, Florida Statutes, as well as all powers, and duties granted to or imposed upon it by this Declaration.

D. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Condominium Association, is expressly required in the Condominium Documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Condominium Association shall be given or taken by the Board of Directors, upon the affirmative vote of a majority of the Board of Directors, without the consent of the Unit Owners, and the Board of Directors may act through the proper Officers of the Condominium Association without a specific resolution, subject in all events to the rights of the Declarant; the foregoing actions which may be taken by the Condominium Association upon the affirmative vote of a majority of the Board of Directors shall include those matters set forth in Section 718.111(7)(a) and (b) of the Condominium Act. When an approval or action of the Condominium Association is permitted to be given or taken pursuant to the Condominium Act and/or the Condominium Documents, such action or approval may be conditioned in any manner not in conflict with the requirements of the Condominium Act and/or Condominium Documents, as the Condominium Association deems appropriate, or the Condominium Association may refuse to take or give such action or approval, without the necessity of establishing the reasonableness of such conditions or refusal provided the same does not violate the requirements of the Condominium Act and/or Condominium Documents.

E. In any legal action in which the Condominium Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Condominium Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

XIV. MAINTENANCE: LIMITATION UPON IMPROVEMENT

A. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of the Unit Owner's Unit and any part thereof (including, but not limited to, windows, screens [if applicable], fixtures, appliances, carpets and all other floor coverings, and all property belonging to the Unit Owner and the Unit Owner's family, invitees, licensees, guests and lessees), which work shall be performed by said Unit Owner at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary in the Condominium Documents.

B. The responsibility for the maintenance, repair and replacement of the Common Elements shall be that of the Condominium Association, except as specifically provided otherwise in this Declaration.

C. In the event any Unit Owner fails to properly and timely maintain, repair and replace those portions of the Condominium Property for which said Unit Owner is responsible for maintaining, repairing, and/or replacing, or in the event any maintenance, repair, or replacement of the Condominium Property is needed as a result of the negligence, misuse or neglect by a Unit Owner(s) or Person for whom said Unit Owner(s) is responsible, the Condominium Association may, but shall not be obligated to, perform such repair, replacement or maintenance, and thereafter levy special charges against said Unit Owner for all costs and expenses (including, but not limited to, reasonable attorney's fees) incurred by the Condominium Association in connection therewith.

D. No Unit Owner shall make any alterations in those portions of the Condominium Property which are to be maintained by the Condominium Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Condominium Property or impair any easement, unless otherwise permitted under the terms of this Declaration.

XV. COMMON EXPENSES

Each Unit Owner shall pay the Unit Owner's share of the Common Expenses as more particularly described in Exhibit No. "2" attached hereto and made a part hereof.

A. Common Expenses, as generally defined in Article III of this Declaration and as set forth below in this Article XV, shall include (i) the expenses of the operation and administration of the Condominium, (ii) the expenses of the maintenance, improvement, repair or replacement of the Common Elements (including Limited Common Elements) including, without limitation, such expenses as are required to maintain manufacturer's warranties on portions of the Common Elements and Limited Common Elements and to perform preventative maintenance thereon, (iii) the costs of carrying out the powers and duties of the Condominium Association, (iv) the costs of insurance for officers and directors of the Condominium Association, (v) the costs of in-house communications and security services (if any), (vi) the costs and expenses related to the furnishing of cable television and/or broadband services to Unit Owners and of implementing and complying with any cable television contract entered into by the Condominium Association (if applicable), (vii) expenses related to the retention of storm water, and (viii) any other expense designated as a Common Expense by the Condominium Act, and/or the Condominium Documents.

B. Funds for the payment of Common Expenses shall be collected by Condominium Assessments assessed against Unit Owners in the proportions or percentages of sharing Common Expenses as provided in Exhibit No. "2" attached hereto.

C. The Common Expenses of the Condominium shall be as determined by the Condominium Board of Directors from time to time, but not less frequently than annually, in the manner set forth in the Condominium By-Laws.

D. Working Capital contributions may be levied by the Condominium Association and charged to Unit Owners at the closing of a Unit Owner's purchase of his or her Unit. The Working Capital contribution may be used to reimburse the Declarant for start-up expenses incurred by Declarant on behalf of the Condominium Association prior to, or simultaneously with, the time the closing and conveyance of title of the sale and purchase of the first (1st) Unit occurs, or otherwise as the Condominium Board of Directors shall determine. Such Working Capital contributions need not be restricted nor accumulated.

XVI. ASSESSMENTS; LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS

A. Pursuant to the Condominium Act and the Condominium Documents, the Condominium Association, through its Board of Directors, shall have the right and power to fix and determine, from time to time, the sums necessary to provide for the budgetary requirements and Common Expenses of the Condominium Association, and the right and power to levy Condominium Assessments therefor in amounts to be set and determined by the Board of Directors of the Condominium Association. All such Condominium Assessments and other revenues received by the Condominium Association shall be used exclusively for the benefit of the Unit Owners to promote the health, safety, and welfare of the Unit Owners, to establish a congenial residential community for the maximum benefit and enjoyment of all Unit Owners, to pay Common Expenses, and for the improvement, reconstruction, repair or replacement, maintenance and operation of the Condominium Property as provided in the Condominium Documents. Special Assessments shall be noticed and used in accordance with Section 718.116(10) of the Condominium Act. The charge and duty to pay all sums of money in the form of Condominium Assessments are deemed to be affirmative covenants which are annexed to, inherent in, and connected with the Condominium Property and touch and concern the land, the personal obligation for payment of which is expressly assumed by a Unit Owner upon acceptance of a conveyance or other transfer of title to a Unit. The payment of Condominium Assessments may not be avoided or otherwise withheld by any Unit Owner(s) regardless of whether or not the Condominium Association fails, neglects or refuses to perform and provide maintenance and other services mandated by the Condominium Documents except as otherwise specifically provided in this Article XVI.

B. In any voluntary conveyance or other transfer of title, except as provided in this Article XVI, the grantee or transferee shall be jointly and severally liable with the grantor or transferor for all unpaid Condominium Assessments (against the grantor or transferor) or the Unit for Common Expenses up to the time of the conveyance or other transfer, without prejudice to any right the grantee or transferee may have to recover from the grantor or transferor the amounts paid by the grantee or transferee.

C. The amount of all Condominium Assessments shall be fixed by the Board of Directors of the Condominium Association and be payable at such times as set by the Board of Directors, but not less frequently than quarterly. Common Surplus, if any, shall be distributed by the Condominium Board of Directors in the manner provided in the Condominium By-Laws and with reference to the percentage interests as set forth in Exhibit No. "2" attached hereto. In addition to assessments levied by the Condominium Association to meet the Common Expenses of the Condominium and the Condominium Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(1) "Special Assessments" shall mean and refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Condominium Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(2) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Condominium Association for acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.

Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed three percent (3%) of the then estimated operating budget of the Condominium Association, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

D. The Condominium Board of Directors shall approve, in advance, budgets for this Condominium for each fiscal year, which budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the Common Elements, plus operating and maintenance expenses, and other reasonable and necessary expenses, as more particularly provided in the Condominium By-Laws.

E. The annual budget of this Condominium shall be apportioned among all Units in this Condominium in accordance with the percentage interests set forth in Exhibit No. "2" attached hereto. The annual percentage share of the Condominium budget for each Unit shall initially be broken into four (4) equal parts, payable quarterly in advance on the first day of each calendar quarter of each calendar year; but the Condominium Board of Directors has the power to establish other collection procedures, such as monthly payments, and to designate any duly authorized managing agent, bank, savings and loan association, or mortgage company to act as collection agent.

F. In addition to annual operating expenses of the Condominium Association, the annual budget shall include, and assessments levied against each Unit Owner shall be for, reserve accounts for capital expenditures and deferred maintenance as may be required by the Condominium Act unless waived or otherwise limited in accordance with the Condominium Act.

G. The liability for Condominium Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Condominium Assessments are made.

H. Condominium Assessments which are not paid when due shall bear interest from the date they are due at the rate of fifteen percent (15%) per annum until paid, if paid within sixty (60) days of due date, and eighteen percent (18%) per annum until paid, if paid after sixty (60) days of the due date, or at such other rate allowable by law as may be determined by the Board of Directors and permitted by the Condominium Act; provided, however, that such interest charges shall be deemed to be waived in the event that the Condominium Assessment is paid within thirty (30) days after it is due.

I. In addition to delinquent Condominium Assessments due and owing to the Condominium Association and interest accrued thereon, the Board of Directors may require the delinquent Unit Owner to additionally pay a reasonable late fee (the amount to be set forth in the Condominium By-Laws) for Condominium Assessments due and owing for a period of longer than thirty (30) days, which all Unit Owners, by acceptance of a conveyance or other transfer of title to any Unit in this Condominium, agree is a fair and reasonable sum since the measure of actual damages is difficult to ascertain, for purposes of compensating the Condominium Association for the expense of carrying the delinquent sums due on the books and records of the Condominium Association, for sending letters as to nonpayment and institution of collection procedures short of court action, and for other administrative costs. No waiver or forbearance of any late fees due as set forth in this Article shall be effective unless set forth in writing by a majority vote of the Board of Directors of the Condominium Association. A waiver or forbearance as to late fees, or a determination made that such late fees are invalid, shall in no way affect Condominium Assessments due and interest accrued thereon.

J. Accrued interest on all delinquent sums is expressly limited in all contingencies and events whatsoever, such that the rate of interest imposed in this Declaration shall never exceed the maximum rate of interest which may be charged against the particular Unit Owner under applicable Florida law. Under any circumstances whatsoever, if the rate of interest resulting from the payment and/or accrual of any amount of interest due pursuant to this Declaration shall exceed the aforesaid rate limits prescribed by Florida law, then the payment and/or accrual of such interest shall be reduced and/or repaid so as to comply with the maximum rate of interest permissible as to a particular delinquent Unit Owner under Florida law.

K. All payments received from any delinquent Unit Owner shall be applied as follows: (i) to accrued interest; the (ii) to accrued late fees; then (iii) to costs and attorneys' fees incurred by the Condominium Association in collection; then (iv) to past due Condominium Assessments; and lastly (v) to current Condominium Assessments.

L. In addition to, and without limitation of, each Unit Owner's other obligations to the Condominium Association hereunder, the Condominium Association shall have a continuing lien (hereinafter the "Lien") upon each Unit for any unpaid Condominium Assessments, together with, to the extent permitted by applicable law, interest, and costs and reasonable attorneys' fees incurred by the Condominium Association which are incident to the collection of the assessment and/or enforcement of the lien. Such Lien shall be superior to all rights of homestead arising in favor of any Unit Owner. The Lien referred to herein shall be enforced by the Condominium Association filing a Claim of Lien against the Unit Owner and the Condominium Parcel of such Unit Owner who

has failed to pay any Condominium Assessment for a period of thirty (30) days from the date when first due. Except as to first mortgages of record, the Lien is effective from and after the recording of the Declaration in the Public Records of the County, and, with respect to first mortgages of record, this lien is effective from and after the recording of the Claim of Lien in the Public Records of the County, which states the description of the Condominium Parcel, the name of the record owner, the name and address of the Condominium Association, the amount due, and the due dates. The Claim of Lien shall secure all unpaid Condominium Assessments, together with interest, costs, and reasonable attorneys' fees to the extent permitted by applicable law, which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a certificate of title. Such Claim of Lien shall be executed by an Officer or authorized agent of the Condominium Association. Nothing in this paragraph shall preclude the right of the Association to accelerate Assessments of an Owner delinquent in Owner's payment of Common Expenses (or any Assessment). Accelerated Assessments shall be due and payable on the date the Claim of Lien is recorded in the Public Records of the County. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the Claim of Lien was recorded.

M. The Condominium Association, in its own name, including in its own name by its agent pursuant to a power-of-attorney, may enforce the Lien by foreclosure in the same manner as a mortgage of real property is foreclosed, and/or may also bring an action to recover a money judgment for the unpaid sums without waiving any lien rights, and/or proceed by any other manner authorized or permitted at law or in equity, and/or as set forth in the Condominium Act. In the event that a Unit Owner makes a partial payment of the delinquent assessment subsequent to the recording of the Claim of Lien but prior to the commencement of litigation, the Claim of Lien need not be amended to reflect such partial payment. The complaint in any litigation resulting from the delinquent Condominium Assessment may be prepared pursuant to the existing Claim of Lien with a corresponding reduction (to the extent of such partial payments) in the amount demanded pursuant to said complaint.

N. In general, the Condominium Board of Directors may take such action as it deems necessary to collect Condominium Assessments, and all other sums due, by personal action or by enforcing and foreclosing said Lien, and may settle and compromise the same if it appears that to do so is in the best interests of the Condominium Association.

O. The Condominium Association may bid at any sale in foreclosure and apply as a cash credit against its bid all sums due the Condominium Association covered by the Lien being enforced. The Condominium Association may also recover a money judgment for the unpaid Condominium Assessments without thereby waiving any lien rights.

P. Except as otherwise provided by applicable Florida law, where a mortgagee of a first mortgage of record, or its successor or assignee, obtains title to a Condominium Parcel by foreclosure deed in lieu of foreclosure under such foreclosure suit, such acquirer of title, and his/her heirs, personal representatives, successors and assigns, is, with respect to unpaid assessments that became due prior to such acquisition of title, liable for the lesser of (a) the Unit's unpaid Common Expenses and regular periodic assessments which accrued or became due during the six (6) months preceding the acquisition of title and for which payment in full has not been received by the Condominium Association; or (b) one percent (1%) of the original mortgage debt; provided, however, such limitation shall not apply unless the Condominium Association was properly joined as a defendant in the foreclosure action which joinder shall not be required if the Condominium Association was dissolved on the date when the foreclosure complaint was filed or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. Any uncollectible share of Condominium Assessments shall be deemed a Common Expense and collectible from all Unit Owners, including such acquirer of title and his/her heirs, personal representatives, successors and assigns. Further, such acquirer of title, his/her heirs, personal representatives, successors and assigns, may not, during the period of its ownership of a Unit, whether or not the Unit is unoccupied, be excused from the payment of any Condominium Assessments applicable to the subject Unit and coming due during the period of such ownership, nor avoid such payment by waiver of the use of any Common Elements or by abandonment of the Unit against which the Condominium Assessment is levied.

Q. Any Unit Owner, purchaser, or mortgagee shall have the right to require from the Condominium Association a certificate showing the amount of unpaid Condominium Assessments assessed against the Unit Owner with respect to the Unit Owner's Unit within fifteen (15) days after delivering to the Condominium Association a written request from the Unit Owner,

purchaser or mortgagee.

XVII. TERMINATION OF CONDOMINIUM

This Condominium may be voluntarily terminated as provided in this Article, as provided in Article XXIII hereof, and in full compliance with the provisions of Chapter 718, Florida Statutes, or its successor, including, without limitation, the notifications required to be made to the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation of the State of Florida, and furnishing said Division with a copy of the recorded termination notice certified by the clerk of the county where recording took place. Mortgagees of individual Units shall have the right, upon written notice to the Condominium Association, to be advised in writing of any proposed termination of the Condominium. If the proposed voluntary termination of this Condominium is submitted to a meeting (hereinafter "Termination Meeting") of the membership of the Condominium Association, and within sixty (60) days of said Termination Meeting the voluntary termination of this Condominium is approved in writing by the votes of Voting Representatives representing at least three-fourths (3/4) of all of the Units in the Condominium and by all the mortgagees owning recorded liens against one or more of the Units owned by "Approving Unit Owners" (defined below), then the Condominium Association and the "Approving Unit Owners" (being all of the Unit Owners represented by Voting Representatives approving the termination) shall have an option (hereinafter the "Option") to purchase all of the Units owned by the "Nonapproving Unit Owners" (being all of the Unit Owners represented by Voting Representatives not approving the termination), which Option must be exercised, if at all, within a period expiring one hundred twenty (120) days from the date of the Termination Meeting and shall within ten (10) days after the purchase of said Units terminate this Condominium. All of the Units owned by the Nonapproving Unit Owners must be purchased in accordance with this Article XVII, as a condition precedent to the termination of the Condominium under this Article. The Option and subsequent termination of this Condominium shall be exercised upon the following terms:

A. Exercise of Option. Written notice of the decision to exercise the Option, executed by all of the Approving Unit Owners, shall be delivered by certified or registered mail, to each of the Nonapproving Unit Owners. Such delivery shall be deemed the exercise of the Option. If not exercised within one hundred twenty (120) days from the date of the Termination Meeting, the Option arising out of said Termination Meeting shall be deemed to be terminated.

B. Price. The sale price for each Condominium Unit to be purchased hereunder shall be the fair market value of the Unit as determined by agreement between the seller and the purchaser within thirty (30) days from the exercise of the Option. In the absence of agreement as to price, it shall be determined by an appraiser mutually agreed upon by the Approving Unit Owners and the Nonapproving Unit Owner, or, if no appraiser can be agreed upon within a fifteen (15) day period commencing upon notice from either party, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall 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 expenses of appraisal (and/or arbitration) and closing costs (which shall consist of recording costs of the deed and any satisfaction of mortgage, documentary stamp tax on the deed, title insurance premium and any prepayment penalty under any note or mortgage of record against the Unit) shall be paid by the Approving Unit Owners.

C. Payment. The purchase price shall be paid in U.S. cash.

D. Closing. The sale shall be closed at the Condominium within sixty (60) days following the determination of the sale price. Title shall be conveyed by special warranty deed, subject to all matters of record; provided, however, that the Nonapproving Unit Owner, prior to or at closing, shall satisfy all liens of record against the Unit, and shall not take any action subsequent to the Termination Meeting that would impair the title to the Unit. The closings on all Units hereunder shall take place simultaneously. In the event any Unit ("delayed unit") cannot be closed on for any reason, the closings as to the balance of the Units shall be delayed until the closing on the delayed Unit can take place. In the event that the simultaneous closings of all such Units hereunder have not occurred for any reason within fifteen (15) months from the date of the Termination Meeting, then each and every Option arising out of said Termination Meeting shall be deemed to be automatically terminated. In such event the Unit Owners shall not be precluded from terminating the

Condominium in the future under this Article.

E. Certificate. The termination of the Condominium shall be evidenced by a Certificate of the Association executed by its President (or Vice President) and Secretary (or Assistant Secretary) and all Approving Unit Owners, certifying the fact of the termination, which shall become effective upon the Certificate being recorded in the Public Records of Palm Beach County, Florida.

F. Shares of Unit Owners After Termination. After termination of the Condominium the Approving Unit Owners shall own the Condominium Property and all assets of the Condominium Association as tenants in common in undivided shares that shall be in proportion to the undivided shares in the Common Elements appurtenant to their respective Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%). All liens against an Approving Unit Owner's Unit shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien, in its same priority.

G. Exclusive Rights Extinguished by Termination. The exclusive rights of use of the Limited Common Elements hereunder shall be extinguished by virtue of the termination of the Condominium.

H. Specific Performance. Any and all rights and obligations under this Article may be enforced by an action for Specific Performance.

XVIII. EQUITABLE RELIEF

In the event of the destruction of all or a substantial part of, the Condominium Property, and in the event the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner or the Condominium Association shall have the right to petition a court having jurisdiction in and for St. Lucie County, Florida, for equitable relief which may, but need not necessarily, include a termination of the Condominium.

XIX. LIENS

In the event a lien against two (2) or more Units becomes effective, each Unit Owner thereof may release the Unit Owner's Unit from the lien by exercising any of the rights of a property owner under Chapter 713, Florida Statutes (if applicable), or by payment of the proportionate amount attributable to the Unit Owner's Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Condominium Parcel as provided in Section 718.121 of the Condominium Act.

XX. NOTICES OF TRANSFERS AND LEASES

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transferring, leasing or mortgaging of Units by any Unit Owner shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

A. Sale. A Unit Owner who has sold the Unit Owner's Unit, or any interest therein, shall give the Condominium Association written notice of such sale, together with the name and address of the purchaser and such other information concerning the purchaser as the Condominium Association may reasonably require.

B. Lease. A Unit Owner who has leased the Unit Owner's Unit or any interest therein, shall give to the Condominium Association at least fifteen (15) days prior to the tenant's occupancy of the Unit, written notice of such, together with the name and address of the lessee and such other information as the Condominium Association may reasonably require. Also see Article XXII hereof.

C. Gift; Devise; Inheritance; Other Transfers. A Unit Owner who has obtained title to the Unit Owner's Unit, or any interest therein, by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Condominium Association written notice of the acquiring of such title (or any interest therein), together with such information concerning the Unit

Owner as the Condominium Association may reasonably require, and a certified copy of the instrument evidencing the Unit Owner's title or interest.

XXI. CONTROL

A. Unit Owners other than the Declarant shall be entitled to elect no less than a majority of the Board of Directors of the Condominium Association in the manner provided in the Articles of Incorporation and By-Laws of the Condominium Association.

B. If the Declarant holds Units for sale in the ordinary course of business including without limitation, Units as to which Declarant regains title after a mortgage foreclosure or deed in lieu of foreclosure, none of the following actions may be taken without approval in writing by the Declarant:

(1) Assessment of the Declarant as a Unit Owner for capital improvements; or

(2) Any action by the Condominium Association that would be detrimental to the sales of Units by the Declarant. However, an increase in assessments for Common Expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sales of Units.

XXII. USE AND OCCUPANCY RESTRICTIONS

The following general use and occupancy restrictions applicable to the Condominium Property are in addition to, and without limitation upon, all other restrictions as more particularly set forth in the Condominium Documents, including, without limitation, the By-Laws of the Condominium Association and Rules and Regulations adopted by the Condominium Association. In the event of any conflict between the following and the Condominium Association By-Laws or Rules and Regulations, the following shall control.

A. Occupancy. Each Unit shall be used solely and exclusively for residential purposes in accordance with all applicable laws, unless elsewhere specifically provided herein.

B. Children. Children shall be permitted occupants of Units. Children under ten (10) years of age will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with the requirements of the Condominium Documents. Owners or lessees shall accompany all children under ten (10) years of age when they use the swimming pool.

C. Multiple Ownership. In the event that a Unit is owned by an entity or is owned pursuant to a form of multiple ownership involving more than four (4) legal or beneficial owners, such entity or multiple owners shall designate to the Condominium Association the individual persons each year who will be entitled to utilize the Condominium Property as a Unit Owner. Each such individual person shall be subject to the same rules, regulations, and restrictions, as are Unit Owners, and must be individually approved by the Condominium Association.

D. Leasing. Leasing of Units or portions thereof shall not be subject to the prior written approval of the Condominium Association, but each lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits thereto and with any and all rules and regulations adopted by the Condominium Association from time to time, before or after the execution of the lease). Notwithstanding the foregoing, each Unit Owner shall be obligated to give the Condominium Association not less than fifteen (15) days' prior written notice of any time that a new tenant is to take occupancy, together with a true and correct copy of the applicable lease. The Unit Owner will be jointly and severally liable with the tenant to the Condominium Association for any amount which is required by the Condominium Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Condominium Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. If so required by the Condominium Association, a prospective tenant wishing to lease a Unit may be required to place in escrow with the Condominium Association a

reasonable sum, not to exceed the equivalent of one (1) month's rental, which may be used by the Condominium Association to repair any damage to the Common Elements and/or Condominium Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Condominium Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. No lease of a Unit shall be for a period of less than ninety (90) days.

When a Unit is leased, a tenant shall have all use rights in the Condominium Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Condominium Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Condominium Association Property and Common Elements otherwise readily available for use generally by Owners.

E. Nuisances. No nuisances shall be allowed on the Condominium Property nor any use or practice which is the source of annoyance to Unit Owners, or which interferes with the peaceful possession and proper residential use of the Units. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

F. Solicitation. No Unit Owner may actively engage in any solicitation for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Condominium Association.

G. Immorality. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

H. Pets. No pets except either (i) one (1) domestic household dog not exceeding twenty (20) pounds when full grown or (ii) one (1) domestic household cat not exceeding twenty (20) pounds when full grown, shall be permitted to be kept in a Unit, and permitted pets shall be kept only under the Rules and Regulations adopted by the Board of Directors; provided however, that no pet shall be kept, bred or maintained for any commercial purpose, and further provided that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board of Directors. Dogs and cats shall be leashed when outside of the Unit. The Unit Owner shall indemnify the Condominium Association and the Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from said Unit Owner's having any pet upon the Condominium Property.

I. Contrary Use. No Person shall use the Condominium Property, or any part thereof, in any manner contrary to the Condominium Documents. The Condominium Property shall be used for the purposes for which intended.

J. Rules and Regulations. Reasonable Rules and Regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by the Condominium By-Laws. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Board of Directors to any Unit Owner upon request.

K. No Interference With Declarant. No Unit Owner or any other Person shall, in any way, interfere with the construction, marketing, sale or rental of any Unit by Declarant.

L. Declarant's Use. Anything to the contrary herein notwithstanding, for so long as Declarant owns any Unit in the Condominium, the Declarant may make such use of the unsold Units and the Common Elements as may be deemed beneficial by Declarant for purposes of constructing, improving, marketing, selling or renting such Units, including, but not limited to, the maintenance of a sales office, the showing of the Condominium Property, and the display of signs.

M. Weight and Sound Restriction. Unless installed by the Developer or meeting the sound insulation specifications set forth in the herein (as same may be modified from time to time), hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms. Although prior Board of Directors approval is not required, the installation of any hard and/or heavy surface floor coverings must meet the following specifications: the aggregate sound isolation and acoustical treatment shall carry a minimum Sound Transmission Classification ("STC") of 50, and the installation of the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Notwithstanding the foregoing, the floor coverings (and insulation and adhesive material therefor) installed on any balcony shall not exceed a thickness that will result in the finish level of the balconies being above the bottom of the scuppers. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board of Directors, and be compatible with the overall structural design of the buildings. All other areas within the Unit are to receive sound absorbent, less dense floor coverings, such as carpeting. Use of a hard and/or heavy surface floor covering in any other location must be submitted to and approved by the Board of Directors and also meet applicable structural requirements. The Board of Directors will have the right to specify the exact material to be used on balconies. Any use guidelines set forth by the Condominium Association shall be consistent with good design practices for the waterproofing and overall structural design of the buildings. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Condominium Association has the right to require immediate removal of violations. Applicable warranties of the Declarant, if any, shall be voided by violations of these restrictions and requirements. Each Unit Owner agrees that sound transmission in a condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Declarant does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

N. Hurricane Shutters. The Board of Directors shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for hurricane shutters. Subject to the provisions of Article VIII above, the Condominium Association shall approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board may, with the approval of a majority of Voting Representatives in the Condominium, install hurricane shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within the Common Elements, Limited Common Elements, Units or Condominium Association Property; provided, however, that if laminated glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Service or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for his or her Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnish the Condominium Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Condominium Association.

XXIII. INSURANCE

The insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

A. Authority to Purchase. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of or mortgagee endorsements to such insurance for the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Association. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal

liability and living expenses; every insurance policy issued to a Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida.

B. Coverage.

(1) Casualty. All buildings and improvements upon the land, including Units, and all personal property of the Association, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors, and all such insurance must be obtained, if commercially reasonable, from the same company. Such coverage shall provide protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance (if available).

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(2) Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors with cross liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

(3) Worker's Compensation. As shall be necessary to meet the requirements of law.

(4) Association Insurance. Such other insurance as the Board of Directors, in its discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners, including Directors' Liability Insurance.

(5) Hazard Policies. All hazard policies issued to protect the Condominium Building(s) shall be in accordance with the Condominium Act, and in particular Section 718.111(1)(b) thereof.

C. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association, and shall be deemed to be Common Expenses.

D. Insured. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear and may provide that all proceeds covering casualty losses shall be paid to any state or national bank in the State of Florida, with trust powers, as may be approved and designated insurance trustee by the Board of Directors, which trustee is herein referred to as the "Insurance Trustee"; provided, however, that in the event that insurance proceeds are in excess of \$100,000.00, all of such proceeds shall be paid to the Insurance Trustee. All insurance policies shall require written notification to each Institutional Mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the Condominium Property.

The Insurance Trustee (if applicable) shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee (if applicable) shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

(1) Common Elements. Proceeds on account of Common Elements shall be held in as many undivided shares as there are Units in the Condominium, the shares of each Unit Owner being the same as his share in the Common Elements, as same are stated herein.

(2) Units. Proceeds on account of Units shall be held in the following undivided shares:

(a) Partial Destruction. When the Condominium Building is to

be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(b) Total Destruction. When the Condominium Building is to be restored, for the Owners of all Units in the Condominium Building in proportion to their share of the Common Elements appurtenant to their Unit.

(c) Mortgagee. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests appear. No mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee (if applicable) or the Association shall be distributed to or for the benefit of the beneficial owners of such proceeds in the following manner:

(1) Expense of the Trust. All expenses of the Insurance Trustee (if applicable) shall be first paid or provisions made therefor.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners of such proceeds, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners of such proceeds, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(4) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee (if applicable), or the Association, may rely upon a certificate of the Association made by the President (or Vice President) and Secretary (or Assistant Secretary) as to the names of the Unit Owners and their respective shares of the distribution.

(5) Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

F. Reconstruction or Repair After Casualty

(1) Responsibility. If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

(2) Loss Less Than "Very Substantial". Where loss or damage is less than "very substantial" (as defined in (3) below), it shall be obligatory upon the Condominium Association and/or the Unit Owners (whichever is responsible) to repair, restore and rebuild the damage caused by said casualty. Where such loss or damage is less than "very substantial":

(a) The Condominium Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) The insurance proceeds shall be disbursed by the Insurance Trustee (if applicable), or the Condominium Association, for the repair and restoration of the Condominium Property upon the written direction and approval of the Condominium Association as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills, waivers and releases of construction liens to the Insurance Trustee (if applicable), or the Condominium Association, and shall further execute any Affidavit required by law, by the Condominium Association, or by the Insurance Trustee, and shall deliver same to the Insurance

Trustee (if applicable), or to the Condominium Association.

(c) Subject to the foregoing, the Condominium Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the Condominium Property.

(d) In the event the insurance proceeds are sufficient to pay the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan unless (i) the provisions of the mortgage to the Institutional Mortgagee so require and/or (ii) the Condominium Board of Directors consents to such an application of proceeds by the Institutional Mortgagee.

(3) **"Very Substantial" Damage.** As used in this Declaration, or in any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby seventy-five percent (75%) or more of the total Units of the Condominium are rendered untenantable, then:

(a) The Condominium Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

(b) The Condominium Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair, as well as the estimated cost of restoration and repair.

(c) Thereupon, a membership meeting shall be called by the Condominium Board of Directors, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with respect to the termination of the Condominium, subject to the following:

1. If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to their respective Institutional Mortgagees, are sufficient to cover the cost thereof so that no special charge is required, the Condominium Property shall be restored and repaired unless Voting Representatives representing at least three-fourths (3/4) of all Units in the Condominium vote in favor of termination of the Condominium, in which case the Condominium Property shall be removed from the provisions of the Condominium Act in accordance with Section 718.117, Florida Statutes, and there shall be recorded in the Public Records of the County an instrument terminating this Condominium, which instrument shall further set forth the facts affecting the termination and shall be certified by the Condominium Association and executed by its President and Secretary or other appropriate officers. The termination of the Condominium shall become effective upon the recording of said instrument and the Unit Owners shall, thereupon, become owners as tenants in common in the "property" (that is, the real, personal, tangible and intangible personal property, and any remaining improvements of the Condominium) and their undivided interest in the "property" shall be the same as their undivided interests in the Common Elements of this Condominium prior to its termination and the mortgages and liens upon Condominium Units shall become mortgages and liens upon the undivided interests of such tenants in common with the same priority as existed prior to the termination of the Condominium.

2. If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to their respective Institutional Mortgagees, are not sufficient to cover the costs thereof, so that a special charge will be required, the Condominium Property shall be restored and repaired unless Voting Representatives representing at least two-thirds (2/3) of all Units in the Condominium vote in favor of the termination of the Condominium, in which case the Condominium Property shall be removed from the provisions of the Condominium Act in accordance with Section 718.117, Florida Statutes, and there shall be recorded in the Public Records of the County an instrument terminating this Condominium, which instrument shall further set forth the facts affecting the termination and shall be certified by the Condominium Association and executed by its President (or Vice President) and Secretary (or Assistant Secretary) or other appropriate officers. The termination of the Condominium shall become effective upon the recording of said instrument and the Unit Owners shall, thereupon, become owners as tenants in common in the "property" (that is, the real, personal,

tangible and intangible personal property, and any remaining improvements of the Condominium) and their undivided interest in the "property" shall be the same as their undivided interests in the Common Elements of this Condominium prior to its termination and the mortgages and liens upon Condominium Units shall become mortgages and liens upon the undivided interests of such tenants in common with the same priority as existed prior to the termination of the Condominium. In the event that the Unit Owners do not vote to terminate the Condominium, the special charges (discussed in the following sentence) shall be deemed approved, and the Condominium Association shall immediately levy such special charges, and thereupon the Condominium Association shall proceed to cause such repairs and restoration to be accomplished, subject to the provisions of this Article XXIII. The Unit Owners who own the damaged Units, and/or all Unit Owners in the case of damage to Common Elements, shall be charged sufficient amounts by the Association to provide funds to pay the estimated costs. Such charges against the Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such charges on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements. The Association shall have lien rights against the subject Unit for any unpaid charges (together with reasonable interest thereon, and attorney's fees incurred by the Association in connection therewith) which may be enforced in the same manner as liens for unpaid Assessments herein. The special charges shall be delivered by the Condominium Association to the Insurance Trustee (if applicable) and added by said Trustee or by the Condominium Association, as the case may be, to the proceeds available for the repair and restoration of the Condominium Property. The proceeds shall be disbursed for the repair and restoration of the Condominium Property as provided above. To the extent that any insurance proceeds are paid over to any mortgagee and in the event it is determined not to terminate the Condominium and to vote such special charges, the Unit Owner of the Unit subject to the mortgage held by such mortgagee, shall be obligated for such sum in addition to the special charge.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Condominium Board of Directors shall be binding upon all Unit Owners.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds held by the Condominium Association or by the Insurance Trustee (if applicable) after payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated herein.

(5) Funds Paid to a Mortgagee. To the extent that any insurance proceeds are required to be paid over to any mortgagee, the Owner of the Unit subject to the mortgage held by said mortgagee shall be obligated to replace the funds so paid over; the Association shall have lien rights against the subject Unit for such funds (together with reasonable interest thereon, and attorney's fees incurred by the Association in connection therewith) which may be enforced in the same manner as liens for unpaid Assessments herein.

(6) Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original Condominium (or as the improvements were last constructed), or according to the plans approved by the Condominium Board of Directors, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Unit Owners and Institutional Mortgagees, respectively, shall also be required.

(7) Association's Power to Compromise Claim. The Condominium Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Condominium Association, and to execute and deliver releases therefor upon the payment of claims.

G. Additional Provisions. The following provisions, to the extent not provided above, shall also be included in the Condominium Association's insurance policies:

(1) A waiver of the right of subrogation against Unit Owners individually (if possible); that the insurance is not prejudiced by any act or neglect of individual Unit Owners which are not authorized to represent the Condominium Association; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

(2) Loss against fire and other perils, and coverage against all other perils customarily covered under the standard "all risk" endorsement.

XXIV. EMINENT DOMAIN AND CONDEMNATION PROCEDURE

A. If a Unit is acquired by eminent domain or condemnation proceedings, or if part of a Unit is acquired by eminent domain or condemnation leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Condominium Documents, then, upon acquisition, that Unit's entire Common Element interest and Common Expense liability shall be automatically reallocated to the remaining Units in the Condominium in proportion to the respective interests and liabilities of those Units prior to the taking, and the remnant of the Unit shall be deemed to be a part of the Common Elements, and the Condominium Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting these matters. All votes in the Condominium Association and membership of the Unit Owner(s) in the Condominium Association as to that Unit shall then be cancelled.

B. Except as provided in this Article, if part of a Unit is acquired by eminent domain or condemnation which reduces the size of a Unit but the remaining portion of which may be practically or lawfully used by the Unit Owner for any purpose permitted by the Condominium Documents as shall be determined in the sole opinion of the Condominium Association, the award shall be used first to make such Unit habitable, as shall be determined in the sole opinion of the Condominium Association, with said Unit Owner being responsible for any additional funds required in excess of the award. That Unit's Common Element interest, and Common Expense liability shall not be changed as a result of the condemnation.

C. If part of the Common Elements is acquired by eminent domain or condemnation, the award shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Condominium Association, provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved and undertaken in the manner elsewhere required for capital improvements to the Condominium Property. The Condominium Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests after the taking, or in such other manner as this Declaration may provide. If there is an institutional First Mortgage or other approved mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the Institutional First Mortgagees or other approved mortgagees of the Unit.

D. In circumstances not covered by this Declaration or by applicable law, a majority of the Condominium Board of Directors may deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

XXV. CONDOMINIUM MANAGER

The Condominium Association has the right, but not the obligation, to employ a full-time or part-time Condominium Manager to manage the Condominium Property. The Condominium Association shall determine whether or not it wishes to enter into a separate management agreement with said Manager. Any such Manager shall comply with the provisions of applicable law including, without limitation, applicable requirements of Part VIII of Chapter 468, Florida Statutes.

XXVI. REMEDIES FOR VIOLATION

A. Each Unit Owner and the Condominium Association shall be governed by, and shall comply with the provisions of the Condominium Act and Condominium Documents. Subject to the provisions of the Condominium Documents, actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Condominium Association or by a Unit Owner(s) against:

- (1) The Condominium Association;
- (2) A Unit Owner(s).

B. The Condominium Association may impose a fine or charge on any Unit Owner who does damage to the Common Elements, and may charge such Unit Owner for all

expenses incurred by the Condominium Association to repair or replace the Common Elements so damaged. For the purpose of this Article, whenever a family member, invitee, licensee, guest or any lessee of a Unit Owner causes such damage to the Common Elements, the Unit Owner shall be deemed to have caused such damage.

C. The Condominium Association may levy a fine against an Owner of a Unit or its occupant, licensee or invitee for failure to abide by any provision of the Condominium Documents, in accordance with the procedure for levying fines as set forth in the By-Laws.

D. The Condominium Association and Unit Owners shall enter into mandatory non-binding arbitration of disputes when and as required by the Condominium Act, however.

E. Anything in this Article to the contrary notwithstanding, in the event that any Condominium Assessment or other charges due hereunder are not timely made, the Condominium Association may pursue any of its remedies (except the levying of fines, which must be in accordance with the procedure set forth in the By-Laws) without complying with the terms of this Article.

F. The prevailing party in any action brought under this Declaration (or any Exhibit hereto) or the Condominium Act shall be entitled to recover reasonable attorneys' fees and court costs incurred by said prevailing party in the trial court, on all appeals, and in all post-judgment actions.

G. Except as provided, however, the remedies provided for herein shall not preclude an aggrieved party from seeking any other available remedies in law or in equity in the event of any violation of the Condominium Documents or the Condominium Act.

H. Each and all of the covenants, conditions, restrictions and agreements contained in the Condominium Documents, shall be deemed and construed to be continuing. The extinguishment of any right or power herein contained shall not impair or affect any of the covenants, conditions, restrictions or agreements so far as any future or other breach is concerned. Failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge in the Condominium Documents, however long continued, shall in no event be deemed a waiver of the right to enforce same as needed. Failure to enforce same shall not give rise to any liability on the part of the Declarant or the Condominium Association with respect to parties aggrieved by such failure.

I. Declarant, the Condominium Association and Unit Owners recognize that the condominium form of ownership is complex and that the Condominium Documents and the Condominium Act are lengthy and technical in nature and may be susceptible to misinterpretation if isolated provisions are the subject of review, and that in the event of any litigation under the Condominium Documents or Condominium Act with respect to the Condominium, a judge, rather than a jury, would be the most efficient and best qualified trier of fact. ACCORDINGLY, AND NOTWITHSTANDING ANY OTHER PROVISION OF THE CONDOMINIUM DOCUMENTS, DECLARANT, THE CONDOMINIUM ASSOCIATION, AND EACH UNIT OWNER BY VIRTUE OF BECOMING A UNIT OWNER PURSUANT AND UNDER THE CONDOMINIUM DOCUMENTS, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING BASED ON, OR ARISING OUT OF THE CONDOMINIUM DOCUMENTS OR THE CONDOMINIUM ACT.

XXVII. DESIGNATED MORTGAGEE RIGHTS

Declarant's Lender is the Institutional Mortgagee which will hold mortgages on Units owned by the Declarant to be created on the Property pursuant to this Declaration of Condominium. Declarant's Lender has required particular protections and rights unto itself as a condition to its granting financing to the Declarant for construction of the Condominium to be located on the Property. For purposes of this Article XXVII a "Declarant's Lender's Mortgage" shall mean and refer solely and exclusively to any mortgage entered into between Declarant (as mortgagor) and Declarant's Lender (as mortgagee) encumbering one or more Units in the Condominium. The following are such rights and protections which are hereby granted by the Declarant to Declarant's Lender, including its successors and assigns:

A. Waiver of Termination and Partition. So long as Declarant's Lender owns a Declarant's Lender's Mortgage, or owns title to a Unit (and such title arises out of a Declarant's Lender's Mortgage), all Unit Owners waive the right to terminate the Condominium pursuant to Article XVII, or any portion thereof, or to partition the Common Elements, except in the event of damage or destruction pursuant to Article XXIII of this Declaration of Condominium, or condemnation pursuant to Article XXIV of this Declaration of Condominium.

B. Approval of Association Dissolution. Notwithstanding the provisions of Article XVII of this Declaration of Condominium, so long as Declarant's Lender owns a Declarant's Lender's Mortgage or owns title to a Unit (and such title arises out of a Declarant's Lender's Mortgage), the Association may not be dissolved without the prior written consent of Declarant's Lender which consent shall not be unreasonably withheld.

C. Exclusivity of Rights. The foregoing rights granted to Declarant's Lender shall in no manner be construed to apply or to be granted to any other Institutional Mortgagee or other mortgagee and this Article XXVII is deemed to inure to the sole and exclusive benefit of Declarant's Lender, including its successors and assigns.

D. Declarant's Lender as Named Insured/Insurance Trustee. Whenever the Association is required to purchase and maintain a policy of insurance or bond, Declarant's Lender (or its designee) shall be named as an additional insured, as its interest may appear. So long as Declarant's Lender owns a Declarant's Lender's Mortgage, or owns title to a Unit (and such title arises out of a Declarant's Lender's Mortgage), the Board of Directors may not designate an Insurance Trustee without the prior approval of Declarant's Lender, which approval shall not be unreasonably withheld.

E. Approval of Amendments. So long as Declarant's Lender owns a Declarant's Lender's Mortgage, or owns title to a Unit (and such title arises out of a Declarant's Lender's Mortgage), no amendment shall be made to this Declaration of Condominium which would mutually affect the rights or interests of Declarant's Lender, or which requires Declarant's Lender's approval pursuant to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Association, without the prior written approval of Declarant's Lender, which consent shall not unreasonably be withheld or delayed.

F. Enjoyment of Rights and Privileges. It is expressly understood and agreed that in the event that Declarant's Lender shall obtain title to any Unit, and such title arises out of a Declarant's Lender's Mortgage, Declarant's Lender, at Declarant's Lender's sole option, shall succeed to all of the rights and privileges of Declarant hereunder, including specifically but without limitation, the rights contained in Articles VIII, X and XI. Notwithstanding the foregoing, in order to exercise the foregoing option Declarant's Lender must record a notice in the Public Records of the County, stating its intent to succeed to rights and privileges of the Declarant hereunder, and referring to this Article.

G. Proviso. The terms of this Article XXVII shall be in effect only for so long as Declarant's Lender either owns a Declarant's Lender's Mortgage, or owns title to a Unit (and such title arises out of a Declarant's Lender's Mortgage).

XXVIII. MISCELLANEOUS

A. If any provision of the Condominium Documents, in whole or in part, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Condominium Documents, and of the application of any such provision in other circumstances, shall not be affected thereby and shall remain in full force and effect.

B. Except as specifically provided to the contrary in the Condominium Act, whenever notice is required to be given hereunder and unless otherwise specifically indicated in this Declaration, the same shall be in writing and hand delivered to a Unit Owner(s) or sent to the Unit Owner(s) by first class mail at the Unit Owner's(s)' place of residence in the Condominium (unless the Unit Owner has, by notice duly received for, specified a different address). Notices to the Condominium Association shall be delivered by certified mail, return receipt requested, to 3702 North A-1-A, North Hutchinson Island, Florida 34949, or to such other address as the Condominium Association may hereafter designate from time to time by notice in writing to all Unit Owners. Notices to Declarant shall be delivered by certified mail, return receipt requested, to c/o Daryl

Cramer & Associates, P.A., 515 North Flagler Drive, Suite 910, West Palm Beach, Florida 33401, or to such other address as Declarant may hereafter designate from time to time by notice to all Unit Owners and to the Condominium Association. All notices shall be deemed and considered given when actually hand delivered or two (2) U.S. Postal Service working days if mailed with sufficient postage prepaid to carry the notice to its proper destination, except that notices of a change of address shall be deemed to have been given when received.

C. Captions and headings in this Declaration are inserted only for convenience and ease of reference and in no way define or limit the scope of this Declaration or any provision herein.

D. The provisions of the Condominium Documents shall be binding upon all parties who may become Unit Owners, by purchase or otherwise, and their heirs, personal representatives, administrators, successors and assigns, and shall constitute equitable servitudes upon each Unit and its appurtenant undivided interest in the Common Elements. Each Unit Owner, by reason of having acquired ownership whether by purchase, gift, operation of law or otherwise, and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of the Condominium Documents are fair and reasonable in all material respects.

E. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Declarant from removing, or authorizing the removal of, any party wall between any Condominium Units owned by the same Unit Owner in order that the said Units might be used together as one integral Unit. In such event, all Assessments, voting rights and the share of Common Elements shall be calculated as if such Units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one. It is the intent and purpose that the Unit Owner of such "combined" Units shall be treated as the Unit Owner of as many Units as have been so combined.

F. The real property submitted to Condominium Ownership hereunder is subject to, among other things, the conditions, limitations, restrictions and all other matters of record, applicable governmental land use regulations now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes and easements for utility service and drainage, now existing or hereafter granted by the Declarant for the benefit of such Persons as the Declarant designates, and any other easements and/or encumbrances provided for herein. The Declarant's right to grant the foregoing easements shall be subject to said easements not structurally weakening the Condominium Building(s) and not unreasonably, permanently interfering with the enjoyment of the Condominium Property by the Unit Owners.

G. No time-share estates shall be created with respect to Units in this Condominium.

H. Notwithstanding the fact that the present provisions of the Condominium Act are incorporated by reference herein, the provisions of this Declaration and of the exhibits hereto shall be paramount where permissive variances are permitted.

I. No Unit Owner shall bring, or have any right to bring, any action for partition or for division of the Condominium Property prior to the termination of this Condominium, except as otherwise provided herein.

J. Should a lawsuit be instituted, the Unit Owners do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in this Condominium, and service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to service upon the Declarant.

K. The provisions of the Condominium Documents shall be liberally construed to effectuate the purpose of creating a uniform plan of Condominium Ownership.

L. Where the provisions of the Condominium Documents set minimum standards in excess of the Condominium Act or other governmental restrictions, rules and regulations, the Condominium Documents shall prevail, if not otherwise prohibited by law.

M. This Declaration shall become effective upon its recordation in the Public Records of the County, and shall be construed in accordance with the laws of the State of Florida.

N. Whenever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

O. The Condominium Association shall not be responsible to any Institutional First Mortgagee or other approved mortgagee or lienor of any Unit pursuant to the Condominium Documents, and may assume the Unit is free of any such Institutional First Mortgages or other approved mortgages or liens, unless written notice of the existence of the same is received by the Condominium Association.

P. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon prior written request to the Condominium Association to:

- (1) Examine the Condominium Association's books;
- (2) Receive notice of Condominium Association meetings and attend such meetings;
- (3) Receive notice of an alleged default by any Unit Owner, against whose Unit such Institutional First Mortgagee holds an Institutional First Mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owner; and
- (4) Receive notice of any substantial damage or loss to any portion of the Condominium Property; and
- (5) Receive a copy of the financial report of actual receipts and expenditures of the Condominium Association for the year immediately preceding the date of acquisition of the Institutional First Mortgagee's interest in the Condominium Property.

Q. The failure of the Declarant and/or the Condominium Association to insist upon strict performance of any of the provisions, covenants and conditions set forth in the Condominium Documents shall not be deemed a waiver of any rights or remedies held by either of these entities, and shall not be deemed a waiver of any subsequent default or noncompliance with the said provisions, covenants and conditions.

R. In the event of any conflict, this Declaration shall take precedence over the Condominium Articles of Incorporation, the Condominium By-Laws and applicable Rules and Regulations of the Condominium Association; the Condominium Articles of Incorporation shall take precedence over the Condominium By-Laws and applicable Rules and Regulations; and the Condominium By-Laws shall take precedence over applicable Rules and Regulations.

XXIX. DECLARANT'S RIGHTS AND VETO POWER

The Declarant hereby reserves for itself the following rights, which are in addition to all of the other rights of the Declarant:

- (1) The right to create easements for itself, and any other Person it so designates, over any portion of the Condominium Property, as long as such easement shall not materially and permanently interfere with the uses for which the Units and the Common Elements are intended.
- (2) The right to convey to any Person any easements granted in favor of the Declarant, as created in this Declaration or as recorded in the Public Records of the County, which pertain to the Condominium Property;
- (3) The right to maintain and operate sales offices in, on or upon the Condominium Property, including, but not limited to, model Units and directional signs to sales areas and model Units, and shall have the further right and privilege to have its employees, sales representatives, and agents present on the Condominium Property to show Units owned by the Declarant, and to use the Common Elements to perform any and all matters deemed necessary or

appropriate by them to sell Units, all without charge or contribution other than Declarant's Assessment obligations as a Unit Owner.

(4) The right to conduct the construction, development, marketing and sale of Units owned by the Declarant, free of all restrictions in this Declaration, and free of interference from Unit Owners.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name by its undersigned, duly authorized officer, as of the 28th day of April, 2005.

Signed, Sealed and Delivered in the presence of:

GRAND ISLE OF NORTH HUTCHINSON ISLAND, LTD., a Florida limited partnership

(1) *Bobbi J. Brendstill*
Name: Bobbi J. Brendstill

By: **GRAND ISLE GENERAL PARTNER, INC.**,
a Florida corporation, its General Partner

(2) *DAVID A. REED*
Name: DAVID A. REED

By: *Fabrizio Lucchese*
FABRIZIO LUCCHESE,
President

STATE OF FLORIDA)
COUNTY OF SEMIWOLE)

The foregoing instrument was acknowledged before me this 28th day of April, 2005, by **Fabrizio Lucchese**, as the President of **GRAND ISLE GENERAL PARTNER, INC.**, a Florida corporation, as General Partner of **GRAND ISLE OF NORTH HUTCHINSON ISLAND, LTD.**, a Florida limited partnership, on behalf of the partnership, and he is personally known to me, **OR** he has produced _____ as identification.

Vicky Lee Laws
Notary Name: VICKY LEE LAWS
Notary Public
Serial (Commission) Number
(if any) DD127581

(NOTARY STAMP)



COPY

JOINDER AND ACCEPTANCE

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, **GRAND ISLE OF NORTH HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereby agrees to accept all of the benefits granted to it, and all of the duties, responsibilities, obligations, and burdens imposed upon it, by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, GRAND ISLE OF NORTH HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its President, this 27th day of April, 2005.

Signed, Sealed and Delivered in the presence of:

GRAND ISLE OF NORTH HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC.

(1) *Bobbi J. Breadstill*
Name: Bobbi J. Breadstill

By: *Fabrizio Lucchese*
Fabrizio Lucchese, President

(2) *DAVID A. PLEO*
Name: DAVID A. PLEO

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

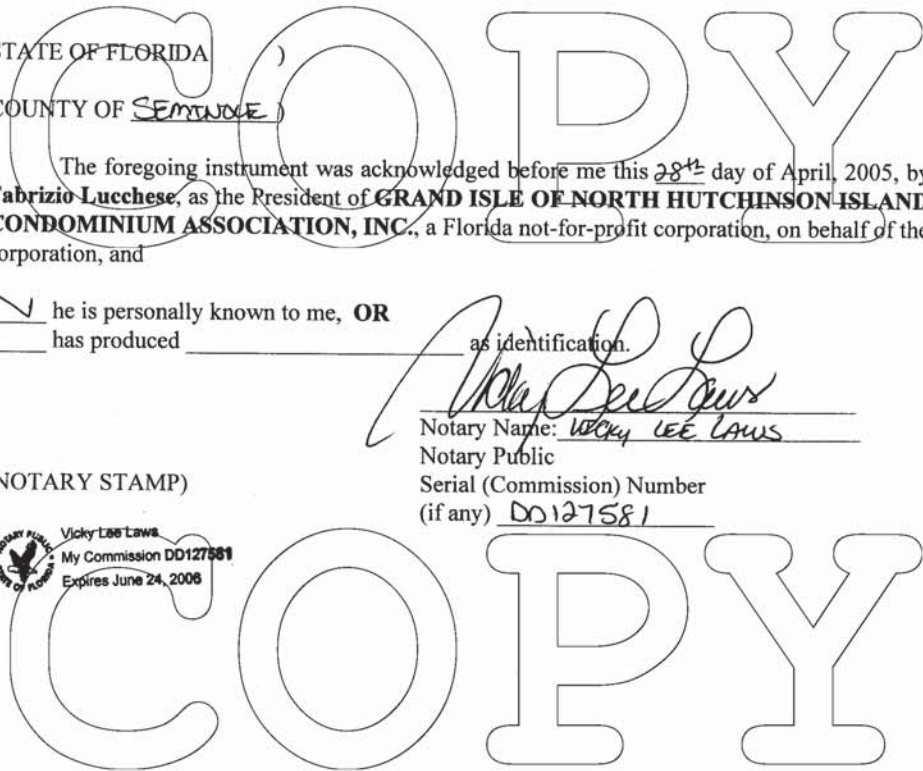
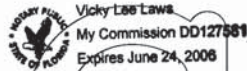
The foregoing instrument was acknowledged before me this 28th day of April, 2005, by **Fabrizio Lucchese**, as the President of **GRAND ISLE OF NORTH HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation, and

he is personally known to me, **OR**
 has produced _____ as identification.

Vicky Lee Laws
Notary Name: Vicky Lee Laws
Notary Public

(NOTARY STAMP)

Serial (Commission) Number
(if any) DD127581



CONSENT OF MORTGAGEE

REGIONS BANK, an Alabama state banking corporation, the owner and holder of that certain Mortgage and Security Agreement by and between GRAND ISLE OF NORTH HUTCHINSON ISLAND, LTD., a Florida limited partnership, as Mortgagor, and REGIONS BANK, an Alabama state banking corporation, as Mortgagee, dated the 30th day of September, 2002 and recorded in Official Records Book 1589, Page 829 et. seq., Public Records of St. Lucie County, Florida, hereby consents to the foregoing Declaration of Condominium, as such consent is required by Chapter 718, Florida Statutes. Mortgagee agrees that the lien of its said mortgage shall be upon the Condominium Units described in the foregoing Declaration of Condominium together with appurtenances to the Condominium Units, including without limitation, all of the undivided shares in the Common Elements and Limited Common Elements.

Dated this 29th day of April, 2005.

Signed, Sealed and Delivered in the presence of:

REGIONS BANK, an Alabama state banking corporation

(1) Ryan C. Seibels
Name: Ryan C. Seibels

(2) Forrest Harrison
Name: Forrest Harrison

By: Wayman Lee Finley
Name: Wayman Lee Finley
Its: Senior Vice President

(CORPORATE SEAL)

STATE OF Alabama)

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 29th day of April, 2005, by Wayman Lee Finley, as Sr. Vice President of Regions Bank, an Alabama state banking corporation, on behalf of the corporation, and

he/she is personally known to me, OR
has produced _____ as identification.



Angela F. Jackson
Notary Name: Angela F. Jackson
Notary Public
Serial (Commission) Number _____
(if any) _____

EXHIBIT "A"

TO DECLARATION OF CONDOMINIUM

The Property

COPY
The North 300 feet of the South 1,268 feet of Government Lot Nin
Fractional Southeast 1/4, lying East of State Road A-1-A, in
Section 23, Township 34 South, Range 40 East, St. Lucie County,
Florida, AND ALSO the North 300 feet of the South 1,268 feet of
Fractional Section 24, Township 34 South, Range 40 East, St.
Lucie County, Florida.

COPY

COPY