

**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
GROVE ISLE AT VERO BEACH, A CONDOMINIUM AND GROVE ISLE EAST, A
CONDOMINIUM**

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**SECOND AMENDED AND RESTATED DECLARATIONS OF CONDOMINIUM
OF GROVE ISLE AT VERO BEACH, A CONDOMINIUM AND
GROVE ISLE EAST, A CONDOMINIUM**

The purpose of this Second Amended and Restated Declaration of Condominium is to continue the purposes of the Amended and Restated Declaration of Condominium of Grove Isle at Vero Beach, a Condominium, and Grove Isle East, a Condominium, recorded in Official Records Book 2136, Page 1115, et. seq., and amended at Official Records Book 2339, Page 2102, et. seq. in the official records of Indian River County, Florida. All provisions of this Second Amended and Restated Declaration of Condominium and all exhibits hereto shall be construed to be covenants running with the land.

KNOW ALL PERSONS BY THESE PRESENTS:

The original Declaration of Condominium of Grove Isle at Vero Beach, a Condominium, recorded in Official Record Book 0723, at Page 0711 and the original Declaration of Condominium of Grove Isle East, a Condominium, was recorded in Official Record Book 0948, at Page 0592, both in the Public Records of Indian River County, Florida. Those Declarations are hereby amended in part and restated in their entirety.

Section 1. SUBMISSION TO CONDOMINIUM OWNERSHIP. These Second Amended and Restated Declarations of Condominium are made by the Grove Isle at Vero Beach Condominium Association, Inc., a Florida corporation not for profit. The land described in these Declarations and the improvements located on the land have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by these Declarations. Furthermore, the two (2) condominiums whose Declarations are being amended in their entirety shall remain separate and distinct and are not being merged hereby. Each Condominium shall be considered governed by its own separate Declaration hereunder, as if each Declaration were separately recorded.

Section 2. NAMES AND ADDRESS. The names of the condominiums subject to these Amended and Restated Declarations of Condominium are as follows: Grove Isle at Vero Beach, a Condominium and Grove Isle East, a Condominium. The mailing address for these Condominiums is 680 Lake Orchid Circle, Vero Beach, Florida 32962.

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

3.1 "Articles" means the Articles of Incorporation, as amended from time to time, including the original document creating the Association and all amendments to it and any

other documents which define the existing form, membership and responsibility of the Association.

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

3.3 "Association" means Grove Isle at Vero Beach Condominium Association, Inc., a Florida corporation not for profit, its successors, assigns and legal representatives.

3.4 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners. Original Declarations and amendments thereto described Association Property by sketches and legal descriptions, which are not reproduced into these Amended and Restated Declarations for purposes of brevity. To the extent that legal effectiveness requires incorporation of those sketches and legal descriptions into these Amended and Restated Declarations, then same shall be deemed incorporated herein by reference.

3.5 "Building and Improvements" means the structures and improvements on the Properties.

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

3.7 "By-Laws" mean the By-Laws, as amended from time to time.

3.8 "Common Elements" means all portions of the condominium property of each Condominium not included within the Units, but not Association property. Pipes, wires, conduit or other utility lines running through a Unit's boundaries but utilized for or serving more than one Unit or the common elements are part of the common elements.

3.9 "Condominiums" mean Grove Isle at Vero Beach, a Condominium and Grove Isle East, a Condominium. The term "Condominium" shall also mean both Condominiums unless the context requires reference to one Condominium only.

3.10 "Condominium Act" means the Condominium act in existence on the date of recording of this Declaration and as amended from time to time, unless the context states otherwise.

3.11 "Condominium Documents" means and includes these Second Amended and Restated Declarations and all recorded exhibits, including Amended and Restated Articles of Incorporation and By-Laws, as amended from time to time.

3.12 "Condominium Parcel" means a Unit together with the undivided share in the common elements appurtenant to the Unit.

3.13 "County" means Indian River County, Florida.

3.14 "Declaration" or "Declarations" means collectively, the Second Amended and Restated Declarations of Grove Isle at Vero Beach, a Condominium and Grove Isle East, a Condominium, as amended from time to time.

3.15 "Entrance Bay" means the entrance areas in each building, inclusive of the stairway to the second floor of the building and which is also known as atrium.

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

3.17 "Guest" means any person who visits at the invitation of an owner or approved lessee.

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

3.19 "Lease" means a written agreement by which one conveys real estate for a specified term and for a specified rent. "Approved Lessee" or "approved lessee" means the tenant under a valid lease duly approved by the Association pursuant to Section 13 below.

3.20 "Limited Common Elements" means and refers to those common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in Section 8 of this Declaration, and include the carports or coverings over limited common element parking spaces assigned to individual Units.

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

3.22 "Original Declarations" shall mean and refer to the Declaration of Condominium at Grove Isle at Vero Beach, a Condominium, recorded in Official Record Book 0723, at Page 0711, and the Declaration of Condominium of Grove Isle East, a Condominium recorded in Official Record Book 0948, at Page 0592, both in the Public Records of Indian River County, Florida, as amended prior to this date.

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

3.24 "Owners Personal Property" means all exterior improvements including but not limited to improvements in the limited common elements, air conditioning equipment and lines, entry doors, skylights, hurricane shutters and screen enclosures installed by an Owner after the original construction of the building, or installed by the developer as an upgrade which is not reflected on Exhibits "A-1" and "A-2" to this Declaration. Owners' plantings in the Entrance Bays shall not be considered Owners Personal Property. Owners' Personal Property shall not be part of the Condominium or Association property. Carports, however, are not Owners Personal Property. Owners Personal Property shall retain the character of personal property of the particular owner and shall not be considered Condominium or Association Property.

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

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

3.27 "Unit" means and refers to that portion of the Condominium property which is subject to exclusive ownership as specified in the Declaration and includes Condominium Units and Villa Units located within Grove Isle at Vero Beach and Condominium Units located within Grove Isle East.

3.28 "Voting Interest" means the voting rights distributed to the Association members specified in the Condominium Documents by which the Owner or Owners of each Unit collectively are entitled to one vote in Association matters.

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

4.1 Entire Condominiums Property.

A. Grove Isle at Vero Beach, a Condominium: This Condominium consists of that property legally described in Exhibit "A-1" attached to and made a part of

this Second Amended and Restated Declaration. There are three hundred ninety-six (396) Units in twenty-seven (27) buildings.

B. Grove Isle East, a Condominium: This Condominium consists of that property legally described in Exhibit "A-2" attached to and made a part of this Amended and Restated Declaration. There are ninety (90) Units in six (6) buildings.

4.2 Association Property. Association property includes, but is not limited to, open space and lake areas; private roads; recreation parcels; including clubhouses; maintenance building; gate house; and preserve area.

4.3 Survey and Plot Plans. Attached to this Declaration as Exhibit "A-1" for Grove Isle at Vero Beach, a Condominium and Exhibit "A-2" for Grove Isle East, a Condominium, are list of surveys of the land and plot plans, for all phases, which graphically describe the improvements in which Units are located, and which show all the Units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements; along with which is attached a certificate of a surveyor. Together with this Declaration, the foregoing are in sufficient detail to identify each Unit, the common elements and limited common elements and their relative locations and dimensions.

4.4 Unit Boundaries. Each Unit shall include that part of the building which has as its boundaries the following:

A. Horizontal Boundaries. The upper and lower boundaries of the Units shall be:

1. Upper Boundary - The plane of the bottom of the unfinished ceiling.

2. Lower Boundary - The horizontal plane of the top of the unfinished concrete floor.

B. Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to an intersection with the upper and lower boundaries.

C. Apertures as Part of Unit. Where there are apertures in any boundary, including, without limitation, windows and doors including garage doors, the boundaries shall extend to the exterior surfaces of such aperture, and their frameworks. Surfaces made of screening, glass or glass fixed to metal framing, exterior screens, windows, window frames, doors and their frames, casings, tracks and hardware, are included within the Unit and shall not be deemed common elements.

D. Air Conditioning, Heating and Utility Lines. Water, sewer and electric lines and air conditioning and heating pipes, connections, equipment, duct work and

apourtenances serving more than one Unit or the common elements which fall within the boundaries of the Unit shall be excluded from the Unit and instead are part of the common elements. The foregoing located within the Unit boundaries and serving only that Unit shall be part of that Unit.

4.5 Exclusion: Owners' Personal Property. Owners' Personal Property as defined in Section 3.24 above shall retain the character of personal property of the particular Owner and shall not be considered Condominium or Association property.

SECTION 5. EASEMENTS. Each of the easements and easement rights referred to in this Section 5, is reserved through the Condominiums and is a covenant running with the land in the Condominiums, and notwithstanding any other provisions of this Declaration, shall survive the removal of any portion from the Condominium. None of the easements specified in this Section 5 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. The following easements lie:

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

5.2 Ingress and Egress. Easements over the common elements of all Condominiums and Association property for ingress and egress, to Units and public ways, to the recreation area, and to each Condominium.

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

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

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

5.6 Conservation Easement. Conservation Easement in favor of St. Johns River Water Management District over the Preserve Parcel A owned by the Association.

SECTION 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Condominium Parcels. Each Unit is described and located on Exhibit "A-1" for Grove Isle at Vero Beach, A Condominium and Exhibit "A-2" for Grove Isle East, a Condominium.

A. The Owner(s) of each Unit in Grove Isle at Vero Beach, a Condominium, shall own that undivided share in the common elements and the common surplus, as set forth in Exhibit "B-1" attached to and made a part of this Declaration.

B. The Owner(s) of each Unit in Grove Isle East, a Condominium, shall own that undivided share in the common elements and the common surplus, as set forth in Exhibit "B-2" attached to and made a part of this Declaration.

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

A. An undivided ownership share in the land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.

B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and By-Laws of the Association, attached to this Declaration as Exhibits "C" and "D", respectively. The Owner or Owners of each Unit collectively are entitled to one vote in Association matters.

C. The exclusive right to use the limited common elements reserved for the Unit, and the right to use the common elements.

D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

E. Other appurtenances as may be provided in this Declaration and its exhibits.

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

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

SECTION 7. Restraint Upon Separation and Partition of Common Elements.

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

SECTION 8. LIMITED COMMON ELEMENTS. The following are limited common elements of the Unit so served, as follows:

8.1 Parking Spaces. Each non-Villa Unit has been assigned the exclusive use of one (1) parking space, which is a limited common element of the Unit so assigned. Each carport over a limited common element parking space shall constitute part of the limited common elements appurtenant to that Unit to which the limited common element parking space is assigned, irrespective of whether the survey documents may or may not depict a carport as a limited common element. The assignment of limited common element parking spaces shall be the responsibility of the Board and need not be reflected in any deed.

8.2 Patios and Balconies. The patios and balconies, if any, which are not included within the Units, together with storage room, if any, are limited common elements of the Unit served thereby.

8.3 Heating and Airconditioning System. The entire airconditioning/heating system, including but not limited to the compressor, air handling equipment, and all appurtenances and lines are personal property. The concrete pad underneath the unit/compressor, which is located within the common elements, shall be a limited common element of the Unit so served.

8.4 Electric, Water, Sewer and Gas Facilities. All electric, water, sewer and gas lines, pipes, conduits, connections, wiring and other related facilities located within the common elements but which service only one Unit shall be a limited common element of the Unit so served.

8.5 Exterior Lights. The exterior light metered to a Unit is a limited common element of the Unit served thereby.

8.6 Rear Stairway. The rear stairway for certain Units in Grove Isle East, a Condominium, from the ground floor to the balcony, as reflected on Exhibit "A-2" to this Declaration.

8.7 As to Villas Units. The concrete driveway, rear or side patio, entry court and walkway to Villa Units in Grove Isle at Vero Beach, a Condominium, as reflected on Exhibit "A-1" to this Declaration.

SECTION 9. ASSOCIATION. The operation of the Condominiums is by the GROVE ISLE AT VERO BEACH CONDOMINIUM ASSOCIATION, INC., a Florida

corporation not for profit, which shall perform its functions pursuant to this Declaration and the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Second Amended and Restated Articles of Incorporation attached as Exhibit "C", as amended from time to time.

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

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

9.4 Limitation on Liability.

A. The Association shall not be liable to the Owners for injury to them or for damages to their Unit or other property, unless the Association's gross negligence or intentional misconduct is the cause of the injury or damage. This limitation of liability applies even where the injury or loss relates to the Association's maintenance, repair or replacement or lack of same.

B. The Association shall in no event be liable for any damages resulting from an Owner's breach of his or her maintenance, repair and replacement responsibility under this Declaration.

9.5 Purchase, Conveyance, Leasing and Mortgaging of Real Property. Except as provided herein the Association shall be permitted to acquire title to real property and convey same upon the prior vote of not less than 60% of the entire voting interests of all Members of the Association. The Association shall be permitted to purchase Units and lease real property, with the approval of the Board of Directors only. The Association may mortgage real property. The Association shall be permitted to assign its assessment rights in connection with obtaining financing, but the assignment cannot pertain to reserves for deferred maintenance and capital expenditures required by the Condominium Act.

9.6 Use Fee. The Association is empowered to charge use fees for recreational areas, as are set by the Board of Directors from time to time.

SECTION 10. ASSESSMENTS, CHARGES AND LIENS. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual

Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Condominiums, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Condominiums, including any amounts budgeted for the purpose of funding reserve accounts, and including bulk rate cable television and telecommunication services and water and sewer charges.

10.2 Share of Common Expenses.

A. Of Each Condominium. Each Owner (collectively) and each Unit in each Condominium shall be liable for that share of the common expenses with respect to that Condominium which are not expenses common to all Condominiums, equal to each Owner's share of ownership of the common elements as set forth in Exhibits "B-1" and "B-2" to this Declaration.

B. Of Both Condominiums. Each Owner (collectively) and each Unit in each Condominium shall be liable for a share of those expenses of the Association which are not applicable to each Condominium only, as provided for in Section 7.1.A of the By-Laws.

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

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

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

10.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee not to exceed the maximum amount permitted by the Condominium Act from time to time. Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

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

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

A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act as amended from time to time.

B. Leases. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

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

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

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

10.11 Charges.

A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents.

B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable.

C. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and charges first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

D. Collection of a Charge. The Association may bring an action to recover a money judgment for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including court costs and attorneys' fees, including those incurred in connection with appellate, bankruptcy and administrative proceedings.

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

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

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

A. Units. No portions of the Units.

B. Common Elements and Association Property. All common elements and Association property, but not the limited common elements referred to in Sections 8.2, 8.3, 8.4 and 8.5 above, and as to the limited common elements referred to in Section 8.7 above, only the driveway.

1. Entrance Bays. Each of the multi-Unit buildings contains Entrance Bays, which are the maintenance, repair and replacement responsibility of the Association. If the Owners of five of the six Units in the building petition the Board to undertake responsibility to maintain the landscaping in the Entrance Bays, the Association shall permit the Owners in the building to maintain the landscaping at their expense without any reduction in their assessments; notwithstanding this, the Association retains the right to dictate the level of maintenance and is ultimately responsible therefore, and has the right to assume maintenance, repair, replacement and control. Such landscaping shall be considered common elements even if planted by Owners.

2. Coverings or Carports over Limited Common Elements Parking Spaces. All coverings or carports over limited common element parking spaces are the maintenance, repair and replacement responsibility of the Association.

C. Exterminating. The Association shall be responsible to provide pest control to the common elements. In the event that in order for the Association to discharge its duty under this Section 11.1.C, the building must be "tented" or otherwise treated, the Association shall be responsible only for the cost of the actual tenting or other treatment, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to said treatment. All Owners and Occupants shall be responsible to remove themselves, their pets and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order requiring compliance with this Section 11.1.C.

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

A. Units. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary.

B. Limited Common Elements. Each Owner shall be responsible for the maintenance, repair and replacement of the limited common elements described in Sections 8.2, 8.3, 8.4 and 8.5 above, and the entry court, rear or side patio and walkway described in Section 8.7 above.

C. Owners' Personal Property. All Owners' Personal Property as defined in Section 3.24 above.

D. Miscellaneous Covenants and Understandings of Each Owner.

1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high quality condition and appearance and/or which if not performed would affect any of the Condominiums, including any Unit(s) belonging to any other Owner(s).

2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.

3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominiums for which the Association is responsible to maintain, repair and replace under this Declaration.

4. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Condominiums for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Condominiums is adversely affected or damage might be caused to such Condominiums.

5. Each Owner is responsible for the expense of all decorating within his own Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating, including fixtures.

11.3 Maintenance Standards for Owners and Residents Approved Lessees. The maintenance obligations of the Owners and approved lessees under this Declaration shall be performed to ensure a first class and high quality appearance of the Condominium at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high

quality appearance. No Owner or approved lessee shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and approved lessee shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and approved lessees, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration:

A. Windows and Glass Doors. Broken or cracked glass shall be immediately replaced for safety concerns as well as cosmetic reasons.

B. Screens and Screen Frames. Torn, cut or otherwise damaged screening and damaged screen frames shall be replaced with new materials as reasonably soon as possible after the damage occurs. Screen frames shall remain freshly painted at all times.

C. Painted Surfaces. As to those painted surfaces visible from the exterior of the Unit for which the Owner is responsible: Painted surfaces that show fading, peeling or blistered paint must be repainted so as to ensure a high quality appearance. Surfaces that are painted or stained shall be kept free of stains and discolorations of any kind. Prior to the painting of a surface visible from the exterior of the Unit for which the Owner is responsible, the paint manufacture and paint colors must be obtained from and approved by the Board of Directors.

D. Hurricane Shutters. Hurricane shutters shall be fully operative at all times and shall not appear broken or inoperative, nor shall they appear substantially worn, discolored or faded.

E. Villa Skylights. Villa skylights shall be fully operative at all times and shall not appear broken or inoperative, nor shall they appear substantially worn, discolored or faded, nor shall they cause damage to the roofing system. Villa skylights must conform to existing designs.

F. Floor Alterations. Second floor Unit Owners will be responsible for installing a manufacturer's sound barrier as approved by the Board of Directors.

11.4 Alterations and Improvements by the Owners and Occupants.

A. Limited Rights of Owners and Occupants Approved Lessees. A uniform scheme and appearance of the buildings has been established. The Association desires to uphold this uniform scheme and appearance. Therefore, the rights of the Owners and Approved Lessees to make alterations and improvements to the exteriors of the building; and outside of the building; and alterations, improvements, decorations and changes on the interiors of the Units which can be viewed from outside of the Units; are very limited. **THEREFORE, IF THIS DECLARATION FAILS TO PERMIT AN OWNER OR**

APPROVED LESSEE TO MAKE AN ALTERATION OR IMPROVEMENT WHICH FALLS WITHIN THE SCOPE OF THE IMMEDIATELY PRECEDING SENTENCE, THEN SAME SHALL NOT BE PERMITTED. IF IT DOES FALL WITHIN THE SCOPE, SAME SHALL BE PERMITTED ONLY IF THE ALTERATION OR IMPROVEMENT FALLS WITHIN THE GUIDELINES REFERRED TO IN SECTION 11.4.C BELOW (AS AMENDED BY THE BOARD OF DIRECTORS FROM TIME TO TIME [AND WHICH ARE CONSISTENT WITH SECTION 11.4.C BELOW]), AND UNLESS OTHERWISE STATED, ONLY UPON THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS.

B. Removal of Interior Partition Wall. If any Owner desires to remove any interior partition wall, same shall be permitted so long as the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein. However, if a permit from a governmental entity is required, the Owner shall provide a copy of same to the Association prior to the start of the work; it is understood that the Association is not liable for an Owner's non-compliance with the permit(s) or any building codes.

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

1. Shutters. Decorative exterior shutters shall not be permitted. As to hurricane and storm shutters, only that type or types permitted as adopted by guidelines and specifications from the Board of Directors.

2. Windows. Reflective material/window tinting is/are permitted on the windows and skylights so long as the color is clear, smoked brown, bronze, greenish or gray. At no time shall aluminum foil or other mirror-like materials be permitted on the inside or outside of the windows.

3. Patios and Balconies.

(a) Enclosures of same are permitted, so long as they conform to that which is prevailing (walled-in or screened-in) in the Condominiums on the Effective Date of this Declaration.

(b) No personal property shall be hung over or attached to any railings of the patios and balconies, except for one portable U.S. flag, and those flags permitted for specific days by F.S. 718.113(4).

4. Screen Doors. The permitted style is as determined by the Board of Directors.

5. Entry Doors. The permitted style is as determined by the Board of Directors.

6. Plantings and Decorations. No Owner may plant any landscaping or place any decoration in the Entrance Bays or elsewhere on the common elements, except as otherwise provided in Section 11.1.B.1 above.

7. Airconditioning Units. Airconditioning units may be replaced without any particular criteria, except that window and wall airconditioning units are prohibited.

8. Signs. No signs of any type shall be maintained, kept or permitted on any of the Condominiums, including a Unit (interior or exterior) such that they may be viewed from the common elements, limited common elements or other Units.

Exceptions: The following shall not violate this Section 11.4.C.8:

(a) Official notices of the Association.

(b) Signs on permitted vehicles under Sections 12.4.B.1, 2, 3 and 4 below.

(c) The following without prior Board written consent:

1. Vehicle bumper stickers and parking decals which do not indicate any Unit or the vehicle is for sale or for rent.
2. One handicap sign in one window only and one security sign in one window only.

(d) 3" x 5" cards advertising items for sale may be placed on the bulletin board in the library. The cards must be signed, dated and approved by the Association, and may be displayed up to but not exceeding sixty days.

9. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted shall be those that are protected by federal law. In no event shall any restrictions imposed in this Section 11.4.C.9 impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. Until federal law or the applicable FCC cases and rulings change, which changes are automatically incorporated into this Declaration without the need to amend in the future, a satellite dish or antenna installation must be situated entirely within the boundaries of the Unit or a limited common element. Notwithstanding any provision contained in this Declaration to the contrary, the approval of the Board of Directors of the Association will not be required for installations referred to under this Section 11.4.C.9. No other satellite dishes or antennae are permitted.

10. Holiday Decorations. Holiday decorations shall be allowed, with prior written Board approval.

11. Clotheslines. No clothesline shall be placed in view of any other Unit or the common elements.

11.5. Alterations and Improvements by the Association. Subject to the provisions of Sections 16 and 17 below, the following shall apply: The Association shall have the right to make alterations or improvements to the common elements or Association properties which are approved by the Board of Directors. However, if the cost of an alteration or improvement for a building component which only the Owners in a Condominium share in the cost as a common expense of that Condominium only, shall exceed 2% of the annual budget (including reserves) for that Condominium, cumulatively in a budget year, then the alteration or improvement may not be made unless approved in writing by not less than 60% of the voting interests of all of the Owners in the particular Condominium. If the cost of an alteration or improvement for a component which all Owners in both Condominiums share in the cost of the common expense of all Condominiums, shall exceed 2% of the annual budget (including reserves) for both Condominiums, cumulatively in a budget year, then the alteration or improvement may not be made unless approved in writing by not less than 60% of the voting interests of all members of the Association. In order to bind a Unit under this Section 11.5, only one Owner of a Unit need execute the written consent. The foregoing provisions are instead of the restrictions on material alterations contained in F.S. 718.113(2).

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

SECTION 12. USE RESTRICTIONS. The use of the Condominiums shall be in accordance with the following provisions as long as the Condominiums exists.

12.1 Occupancy of Units.

A. General. Each Unit shall be occupied by Owners, and approved lessees and their Guests, as a residence and for no other purpose, subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Unit.

B. Age Restrictions. Age restrictions are contained in Section 23 below.

C. Limitation in Occupancy-Number. Notwithstanding any provisions in this Declaration to the contrary, no Unit may be occupied by more than two (2) persons per bedroom. This limitation shall not include any Guests which may occupy the Unit.

D. Guest.

1. Except for children under 18 years of age, there is no limitation on the permitted stay of a Guest while an Owner or approved lessee is in residence or where the Owner is present 80% or more during the time the Guest is occupying the Unit. An approved lessee may not have a Guest occupy the Unit when the approved lessee is not in residence. The term "Guest" is defined in Section 3.17 above.

2. If the Owner is not "in residence" Guests will only be permitted to occupy a Unit for up to two (2), non-consecutive thirty (30) day periods in a calendar year. Such periods must have at least a 30 day interval. Guests occupying a Unit pursuant to this provision must be 18 years of age or older.

3. For purposes of the Guest Restriction established by this Section, corporate Owners shall be required to designate only one person as the "Owner" and the restriction shall apply as to that particular person. A designation by the corporation shall be irrevocable for a period of twelve (12) months following the time it is made, with the single exception being the death of the person so designated. The person so designated need not for this purpose be an officer of the corporation. With respect to Units which are owned by more than one individual, the Guest Restriction shall be applied cumulatively (i.e. the permitted number of Guests shall be permitted for the Unit, and not for each Owner, during the applicable period). Any change of designation by a corporate Owner shall require approval of the person in the same manner as approval of a sale is required under Section 14 of the Declaration.

4. The foregoing is subject to age restrictions referenced in Section 23 below.

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

12.3 Pets and Animals.

A. Owners, approved lessees and Guests are permitted to have pets and animals as a privilege, only as follows:

1. Classifications. No pet or animal shall be permitted in any Unit or on the common elements, except for one cat or one dog, not to exceed twenty-five (25) pounds when measured at maturity; birds in cages in reasonable numbers and kept inside of the Unit; fish in tanks kept in the Unit; and hamsters, gerbils or reptiles and the like in terrariums kept in the Unit. No such pet or animal shall be bred or kept for commercial purposes.

2. When outside of the Unit, all pets and animals must be accompanied by an attendant who shall have such pet or animal firmly held by collar and leash no longer than 6 feet. No pet or animal shall be permitted to run at large outside the Unit.

3. The owner/custodian of each pet and/or the individual walking same, shall be required to clean up after the pet/ animal.

4. The pet/animal owner and the Owner of the Unit involved shall be strictly liable for damages caused by the pet/animal to the Condominiums.

5. Any pet/animal owner's privilege to have a pet/animal reside in the Condominiums shall be revoked if the pet/ animal shall create a nuisance or shall become a nuisance.

6. No pet shall be walked on grass areas adjacent to the buildings but instead shall be walked on grass areas adjacent to roads. Pets are not allowed on the Nature Trail or in any recreational area.

7. All pets must be registered within the Association.

The foregoing shall also apply to visiting pets.

B. Exception. The provisions of this Section 12.3 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

C. Guest pets will be allowed up to fifteen (15) days, never to exceed a maximum total of two (2) pets per Unit. Guest pets must comply with this Section 12.3.

12.4 Vehicles and Parking. The following restrictions apply irrespective of whether the areas in question lie within areas owned by or dedicated to a governmental entity:

A. Prohibited Vehicles or Items. This Subsection A lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited anywhere on the Condominiums, unless such vehicle or item is also listed in Subsection B below, in which case it shall then be permitted: Dirt bikes, mopeds, motorcycles, gopeds, motorized scooters, or other self-powered bicycles; golf carts; trucks, including pickup trucks, with or without a camper top or cover except as otherwise allowed under Subsection B.6 below; agricultural vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; motorcycle delivery wagons; campers; recreational vehicles; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans and sports utility vehicles, except as otherwise allowed under Subsection B.5 below; and boat and boat trailers; and other such motor vehicles.

B. Exceptions to A above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 12.4.

1. Moving vans for the purpose of loading and unloading, and only during reasonable hours.

2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

3. Service and delivery vehicles, servicing the Condominiums, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.

4. Police and Emergency vehicles.

5. Certain vans and sports utility vehicles which are permitted. A two-axle van or two-axle sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating, which vehicle does not exceed seven feet in height and twenty feet in length; shall be permitted.

6. Pickup trucks. Pickup trucks including variants (such as Avalanche, Escalade EXT, Blackwood and El Camino type vehicles) may be parked only by a Guest during the hours of 8:00 a.m. to midnight in a guest parking space and during the hours of midnight to 8:00 a.m. at the Riveredge Clubhouse.

7. Vehicles having permanent sleeping/cooking facilities may park but only to load and unload and may be granted a single overnight parking exception by the Board of Directors or its designee.

8. Boats and Trailers. Owners, approved lessees, and Guests are permitted to bring boats, canoes, kayaks or trailers on premises on a daily basis for access to the boat ramp. These watercraft must be registered with the Association before entering and be parked only at designated areas of the Riveredge Clubhouse. No boats, canoes, kayaks, or trailers will be admitted through the entrance gates without a Grove Isle parking permit affixed to it; no exceptions will be made without specific approval of the Association who will be assured that registration will take place.

(a) The following applies to use of the boat launching facilities.

(i) Boat facilities are for use by Owners, approved lessees, and Guests in accordance with Rules posted at the boat ramp.

(ii) Boating facilities are for shallow draft vessels only. Boaters are advised that low tides may restrict ingress and egress to the Indian River.

(iii) All waste shall be disposed of in the provided dumpster. Bilge water shall not be drained on the Condominiums.

(iv) Use is restricted to the marked channel as shown on a sign at the dock.

(b) Overnight parking of boats and trailers is allowed in designated Riveredge Clubhouse area provided:

(i) The boat, canoe, kayak and/or trailer is registered at the Association office.

(ii) Watercraft (whether in the water, tied to dock or out) and/or trailer are not parked for more than three (3) consecutive nights in a seven (7) day period.

(iii) Owners' canoes and kayaks shall be stored behind the maintenance building only on racks provided, and shall require an Owners' identification sticker.

C. Classifications and Definitions.

1. The Board shall have reasonable discretion in determining vehicle classifications. Except as otherwise provided as to certain vans and sports utility vehicles under Subsection B.5 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 12.4.

2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

D. The following additional regulations apply:

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

2. No motor vehicle which is of the type of vehicle which is unregistrable or which is not currently registered and licensed shall be driven, operated or parked within any of the Condominiums at any time for any reason.

3. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominiums or Association property (except for landscaping equipment at the direction of the Board of Directors).

4. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.

5. No vehicle may be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and only for loading and unloading.

6. Vehicles must be parked head-in, only, completely to bumper stops in guest parking in front of residential buildings.

7. All vehicles must be in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

8. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner shall remove his/her vehicle for the time period requested, or become in violation of this Section 12.4. A vehicle which is not removed as required by this subsection shall be considered a Prohibited Vehicle under this Section 12.4.

9. Vehicles must display a Grove Isle barcode or guest pass in the front windshield. Owners and approved lessees are limited to the parking of two vehicles which must be registered in their names or in the name of a company in which the Owner or approved lessee works, and will not be allocated more than two Grove Isle barcodes per Unit. Only vehicles containing a current State registration are eligible for barcodes or a guest pass. Guests are given passes for periods not to exceed fifteen (15) days. Visitors staying longer must renew the pass upon expiration. A vehicle which does not display a barcode or pass is a Prohibited Vehicle.

Owners and approved lessees must display a Grove Isle barcode on their vehicles. Owners and lessees must register their vehicles prior to obtaining a barcode sticker. Only vehicles with a current state registration are eligible for a barcode sticker. When an approved lessee rental contract expires or unit owner sales transfer occurs the barcode entry will automatically cease working. Transferring a barcode sticker from one vehicle to another is strictly prohibited. As of January 1, 2016, all owners and approved lessees will bear the cost of \$5.00 each for a barcode sticker as amended by the Board from time to time including but not limited to vehicle exchange or lease renewal. Any

person or persons responsible for damaging the entry gate system will be responsible for all repair and replacement costs.

10. The posted speed limit may not be exceeded and all stop and traffic signs must be observed.

11. Parking in disabled parking areas is allowed only by a County issued permit.

12. No Owner, approved lessee or Guest shall use the parking space assigned to another Unit except with the written, dated permission from the assignee of the parking space. Units with a second vehicle shall use a Guest parking space.

E. Remedy of Towing. If upon the Association's compliance with Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominiums and Association property, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for as the owner of the vehicle or for his/her, approved lessees or guests, as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.

F. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 12.4 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation and By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.4.

12.5 Nuisances, Ordinances and Laws. No Owner, approved lessee or Guest shall use any of the Condominiums, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), approved lessee(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Condominiums to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners, approved lessees or guests. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and Owners, approved lessees and Guests shall at all times conduct themselves in a peaceful and orderly manner. Flammable materials may not be stored on the Condominiums.

12.6 Use of Patios/Balconies/Entrance Bays.

A. No Owner, approved lessee or Guest shall use any Common Element or Limited Common Element as storage of any kind, except that carport storage may be used, and only be used, for bicycles and permitted vehicles.

B. Beginning with a hurricane or tropical storm watch and ending when the storm danger is passed, all movable objects shall be cleared from the patios/balconies/Entrance Bays. Furthermore, Owners and approved lessees must remove all furniture, movable objects from same prior to their leaving for the season or for any extended period. Any Owner who fails to abide by the foregoing shall entitle the Association to enter upon the patio/balcony/Entrance Bay and remove same, whereupon the Association shall levy a Charge against the Owner concerned, which Charge shall be collectible as Charges are collected under this Declaration.

12.7 Use and Care of Common Elements and Association Property by Owners, Approved Lessees and Guests. The following shall apply to Owners Approved Lessees and Guests:

A. Public passage ways shall not be obstructed nor used for any purpose other than for ingress to or egress from Units and common elements and Association property. Bicycles, shopping carts, baby carriages, scooters or similar vehicles shall not be placed in or allowed to stand in commonly used areas within the common elements and Association property. Bicycles and tricycles must be registered with the Association using a decal numbering identification system. Same must be parked in self-provided concrete blocks in the limited common element parking space, or in racks where available. Clothing items, umbrellas, umbrella stands, clothes racks, furniture, works of art and any other items of personal property shall not be placed in common elements in the Condominiums or on Association Property, except that chairs and small tables may be allowed in the building Entrance Bays.

B. No garbage or trash containers, supplies, milk containers or other articles shall be placed in public passage ways.

C. The following activity is not permitted in the walkways of the Condominium property: Ball playing, throwing or catching frisbees, or other objects or sports, and any type of playground activity, skate board, roller skate, roller blade or use of other wheeled vehicles or items (other than bicycles and tricycles).

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

A. Any business which qualifies as a home occupation under Indian River County Code Section 912.05(6) (Home occupations), as revised from time to time, shall be permitted in a Unit in accordance with the provisions of said Code and subject to such

Rules and Regulations as promulgated by the Board of Directors from time to time. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation; garage, lawn and yard sales shall be prohibited.

B. The practice of leasing Units shall not be considered as a business activity under this Section 12.8.

C. The business of operating the Association shall not be considered as business activity under this Section 12.8.

12.9 Trash and Garbage. No trash shall be discarded on any part of the Condominium property except in tied plastic bags and placed in the dumpster assigned to each building. Dumpsters are not to be used for disposal of furniture, appliances, carpeting, landscape material and any other large objects. The kitchen disposal unit is to be used for all food waste that can be crushed or ground. Grease and cooking oil shall not be poured into the garbage disposal or sink drain. All garbage and rubbish (excluding recyclable materials) must be securely tied in plastic bags. Aluminum and other recyclables, including glass shall be rinsed and then placed in receptacles made available by the Association and shall not be placed into the dumpsters. Disposal of carpet, appliances, concrete, tile, and similar items in trash dumpsters shall be prohibited; it is up to the Owner or Approved Lessee to remove such material from the Condominiums. Bulk trash shall never be allowed to remain in any of the common elements of the Condominiums and on Association property. Construction debris should not be discarded in any dumpster by Owner or the Contractor. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association as amended from time to time.

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

12.11 Flammable Articles, Grills. Prohibited outside of any Unit and in any Unit or on any patio/balcony shall be any flammable oil or fluid such as gasoline, kerosene, naphtha, benzene, bottled gas or barbeque grills.

12.12 Garage Use. Garages shall be used for the storage of authorized vehicles and other uses typical of garages, but no garage may be used as living space or divided into any rooms.

12.13 Sales. No garage, or lawn or yard sale is permitted. An estate sale of a Unit and property therein shall be permitted only as approved by the Board of Directors.

12.14 Lakes. No swimming, wading or boating is permitted in the lakes. Fishing is permitted but all fish caught shall be returned to the lake unharmed.

12.15 The Garden Homes of Grove Isle. Residents of The Garden Homes of Grove Isle adjacent to the Condominiums are permitted to use the entrance way and the recreation areas in exchange for payment of its pro rata share of the operation and maintenance of same subject to an agreement between the Association and Garden Homes at Grove Isle Homeowners' Association, Inc. Such residents must adhere to all Rules and Regulations governing the entranceway and recreation areas.

12.16 Non-Resident Organizations. No properties shall be made available to any non-resident organization. A non-resident organization is any organization consisting of members or persons who are not Owners or approved lessees.

12.17 Drones. Drones and other unmanned aerial devices are prohibited on the Common Elements and Association Property.

SECTION 13. LEASING OF UNITS.

13.1 Procedure. Prior to the lease of any Unit, the Owner shall notify the Board in writing of the name and address of the person to whom the proposed lease is to be made, the terms and conditions thereof, together with a copy of the lease agreement (the "Proposed Lease") and such other information as may be required by the Board. The Owner or proposed approved lessee shall furnish and authorize in writing the obtaining of any personal or financial information requested by the Board. The Board may, at its option, require a personal interview with the person to whom the proposed lease is to be made, and shall be entitled to make such investigations into his or her personal and financial background as it may deem appropriate. The Board may require payment of a reasonable transfer or processing fee to defray any administrative or other costs in connection with the proposed lease. Failure to comply with any of these requisites shall be deemed a breach hereof, and any lease in contravention of this Section 13 shall be null and void and confer no right, title or interest to the intended approved lessee.

13.2 Lease Restrictions. The Board shall require that a substantially uniform form of lease be used. No lease shall be for a period of less than six (6) months nor more than one (1) year. Said lease may be extended or renewed for additional terms not to exceed one (1) year per extension or renewal provided that the Board shall give a separate written approval to the extension or renewal of the lease within the last sixty (60) days but at least twenty (20) days before the end of the initial term. The proposed approved lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Notwithstanding the lease of the Unit, the liability of the Owner under this Declaration shall continue. Notwithstanding any other provision in the Declaration of Condominium to the contrary, an approved lessee may not occupy a Unit unless one person 55 years of age or older resides in the Unit.

13.3 Approval Process. After its receipt of a request for such approval and within fifteen (15) days of its receipt of requested supplemental information, the Board must either approve or disapprove a proposed lease. If approved, an Association Certificate shall be executed by the Association at the expense of the approved lessee but in no event shall said Certificate or any other reference to a Unit lease be recorded in the Public Records. If the board fails to give the Owner written notice of its approval of the proposed lease within the foregoing fifteen (15) day period, its failure to give such notice shall be the equivalent of its consent. In no event shall the Board be required nor shall it have the power to enter into a lease on behalf of the Association or obtain an alternate approved lessee, and the Board shall incur no liability for disapproving any lease or approved lessee. The Board need give no explanation or reason for any disapproval and the Owner shall have no recourse resulting from such disapproval.

13.4 Mortgagee as Owner. Should any Unit at any time become subject to a mortgage, the holder thereof, upon becoming the Owner of said Unit through foreclosure, deed in lieu of foreclosure or other means, shall have the right to lease, without being restricted by the provisions of this Section 13, except that the Association shall be advised in writing of the effective date and term of the lease and shall also be provided with the name(s) of the approved lessee; provided, however, that any failure to so advise the Association shall not invalidate any lease.

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

14.1 Forms of Ownership.

A. Restriction. No corporate, business named partnership or other non-natural entity shall own a Unit in the Condominiums. This Section 14.1.A shall not apply to an Institutional Mortgagee acquiring title to Units through a mortgage foreclosure action or deed in lieu of foreclosure.

B. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the

remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

14.2 Transfer of Ownership of Units.

A. Transfers Subject to this Section 14.2

1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.

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

4. Corporate Designation. Any change of corporate designation referred to in Section 12.1.C.4 above shall be subject to the approval of the Board of Directors under this Section 14.

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

B. Procedures.

1. Notice to Association.

(a) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser (s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.

(b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board. The Board may require the personal appearance of any new Owner(s) and his/her spouse and other intended occupants, as a condition of approval.

(c) Demand. With the notice required in Subsection (1)(a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the Subsection (1)(a) notice.

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

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

3. Disapproval.

(a) With Good Cause. Approval of the Association shall be withheld if a majority of the entire Board then serving so votes. Only the following may be deemed to constitute good cause for disapproval:

(i) The person seeking approval or intended occupants have been convicted of a felony or misdemeanor involving violence to persons or property, or a felony or misdemeanor demonstrating dishonesty or moral turpitude;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(iii) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominiums and/or the Rules and Regulations of the Association;

(iv) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;

(v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominiums and/or Rules and Regulations of the Association, by his conduct in the Condominiums as an approved lessee, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee;

(vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process; and

(vii) Failure of the person seeking approval or intended occupants to meet the age restrictions set forth in Section 23 below.

(b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.2.B(1)(c) above, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Condominium assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

(c) Automatic Approval. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand an Association Certificate shall be issued.

14.3 General Provisions.

A. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to

remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 14 be violated.

B. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and occupants within the time limits extended to the Association for that purpose as set forth in this Section 14. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

C. Transfer Fee. The Association will charge a fee in connection with and as a condition for the approvals set forth in this Section 14. The current amount is \$100.00 per applicant, with husband and wife and dependent children to be considered as one applicant. Such amount shall increase to the maximum amount permitted by the Condominium Act as amended from time to time.

D. Certain Exceptions. Section 14.2 shall not apply to:

1. A purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his or her successors or assigns, or through foreclosure proceedings; nor shall such Section 14.2 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title.

2. A purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

3. The transferor's spouse or children.

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

15.1 Purchase, Custody and Payment.

A. Purchase. All insurance policies described herein covering portions of the Condominiums shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

B. Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

C. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed). All original policies and endorsements thereto shall be retained by the Association and full and complete copies thereof shall be deposited with the Insurance Trustee (if appointed).

D. Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

E. Owner's Insurance. Each owner shall maintain casualty insurance for Owner's Personal Property as well as all condominium property which is not insured by the Association under F.S. 718.111(11). Such policy shall contain waivers of subrogation by the insured as to any claims against other Owners or Occupants, the Association, officers and directors of the Association, any managing agent, and their respective servants, agents and guests. The Owner shall have the continuing obligation to provide a certificate of insurance to the Association, and provide an updated certificate of insurance as policy is renewed or changed. The Association shall not be responsible to the Owners to obtain such insurance coverage nor insurance coverage for the Owner's Personal Property and personal liability and living expense.

15.2 Coverage. The Association shall maintain insurance covering the following:

A. Casualty. All portions of the Association property, and all portions of the Condominium property located outside of the units (to include the carports over the limited common element parking spaces, to the extent that such coverage is available) within a Condominium (which excludes Owners Personal Property); and as to the inside of the Units, all portions of the Unit as was initially installed, or replacement thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed by the developer. The insuring responsibility of the Association shall exclude wall, floor and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit; and any other item, personal property fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to the Condominium Act, as amended from time to time (collectively the "Insured Property") shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. Such

policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

1. Loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsement.

2. Such other risks as from time to time customarily covered with respect to buildings similar in construction, location and use of the buildings, including but not limited to vandalism and malicious mischief.

B. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa, if reasonably available.

C. Workers' Compensation and other mandatory insurance, when applicable.

D. Flood Insurance if required or the Association so elects.

E. Fidelity Insurance, as required by the Condominium Act, covering all persons who control or disburse Association funds, such insurance to be in an amount which is the greater of that required by the Condominium Act or determined by the Board.

F. Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association property, where such coverage is available.

G. Directors and Officers Indemnity Insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (ii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, a committee of the Board of Directors or members of any such committee, one or more Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Owners that are not under the control of the Association, and that the policy shall be primary, even if an Owner has other insurance that covers the same loss.

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

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

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

15.6 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

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

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

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

SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

16.1 Determination to Reconstruct or Repair.

A. Subject to the provisions of Section 16.1.B below, in the event of damage to or destruction of the Insured Property as a result of a casualty, the Board of Directors shall promptly repair and reconstruct same. Subject to the provisions of Section 16.1.B below, in the event of damage to or destruction as a result of a casualty to Properties which is not Insured Property but which the Owner has maintenance responsibility elsewhere under this Declaration, the Owner shall promptly repair and reconstruct same.

B. If seventy-five percent (75%) or more, measured in terms of replacement cost, of the Insured Property in a particular Condominium is substantially damaged or destroyed and if eighty percent (80%) of the Owners of the Common Elements, duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of Institutional First Mortgagees approve such resolution, the Condominium property will not be repaired, with the Condominium to then be terminated and the (former) Condominium property to be subject to an action for partition instituted by the Association, any Owner, mortgagee or lienor, as if the Condominium Property were owned in common. If one but not both Condominiums shall terminate, the Association property shall be repaired and reconstructed, subject to the proviso in Section 16.2.A below. If both Condominiums shall terminate, then the Association property shall not be reconstructed or repaired.

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

all voting interests in the particular Condominium must also approve of Common Elements or building exterior alterations within a Condominium, and a majority of the voting interests of all members of the Association must also approve of Association property alterations; such majority vote applies notwithstanding a different vote imposed by Section 11.5 above for material alterations or substantial additions to the common elements and Association property.

A. Proviso. Notwithstanding the foregoing to the contrary, in the event of the termination of one but not both Condominiums, portions of the Association property need not be reconstructed or repaired, or may be reconstructed or repaired to a lesser extent or with such variations or deviations from the plans or specifications of the Building and from the plans or specifications of the Building and Improvements as approved by a majority of the entire membership of the Board of Directors and the vote or written consent of not less than two-thirds (2/3) of the owners of Common Elements in the remaining Condominium.

16.3 Distribution of Proceeds. Proceeds of insurance policies for Insured Property received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner, on a Condominium by Condominium basis for Condominium Property within a Condominium, and on an Association basis for Association Property.:

A. Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.

B. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to contractors, subcontractors and suppliers engaged by the Association in such repair and restoration in appropriate progress payments. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Owners and their mortgagees being payable jointly to them, as follows, in the following order: First, for Insured Property located within the Unit boundaries, to each Owner of affected Units in proportion to the damage suffered by each affected Owner, and last for Insured Property not located within the Unit boundaries, to all Owners in their undivided shares of ownership in the common elements.

C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners, as follows, in the following order: First, for Insured Property located within the Unit boundaries, to each Owner of affected Units in proportion to the damage suffered by each affected Owner, and

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

D. Certificate. In making distributions to Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon Association Certificate as to the names of the Owners and their mortgagees and their respective shares of the distribution.

E. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund comprising insurance proceeds and any special assessments after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is less than assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

F. Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, if any, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon an Association Certificate as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16.4 Assessments; Financing. If the proceeds of the insurance are not sufficient or it is determined by the Board that proceeds will or may not be sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair by the Association are insufficient, then regardless of the extent of the damage, annual and/or special assessments may be made against the Owners in sufficient amounts to provide funds for the payment of such costs, including, but not limited to deductibles, if any, and/or the Association may obtain financing to pay for same. Such financing may be put into place even in advance of a casualty. Such assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.

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

SECTION 17. CONDEMNATION OR EMINENT DOMAIN:

17.1 Deposit of Awards with Association. The taking of all or any part of the Properties by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the Charge shall be collected as provided for in this Declaration.

17.2 Determination Whether to Continue Condominiums. Whether a Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty as stated in Section 16.1 above.

17.3 Disbursement of Funds. If a Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty under Section 16.1 above.

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

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

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

SECTION 18. TERMINATION. In addition to that provided for in Section 16.1.B above, any Condominium shall be terminated, if at all, in the following manner:

18.1 By Agreement and Certain Casualty Damage. By the voluntary agreement of one hundred percent (100%) of the Owners in the particular Condominium which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land, and all mortgagees; or as provided for in Section 16.1.B above with respect to casualty damage. The termination shall become effective when such agreement or evidence of termination has been recorded according to law. Notwithstanding the foregoing to the contrary, in the event of the voluntary agreement of the Owners as provided for above, Association property shall not be considered terminated or subject to sale as provided for below unless both Condominiums are terminated.

18.2 Shares of Owners after Termination. After termination of a Condominium, the Owners in that Condominium shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the Unit or Units formerly owned by such Owners shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be as by the percentage of ownership of the common elements. All funds held by the Association, except for the reasonably necessary expenses of winding up, shall be disbursed to the Owners in said shares. The costs incurred by the Association in connection with a termination shall be a common expense.

18.3 Following Termination. A Condominium's property may be partitioned and sold upon the application of any Owner in the particular Condominium. Following a termination, the Board of Directors may accept an offer for the sale of the property as a whole, at an amount of at least equal to 95% of the appraised value of the Condominium Property. The Board shall order an appraisal from an MAI appraiser experienced in appraisals in the County. Each Owner shall be bound to execute such deeds and other documents reasonably required to affect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof, shall be discontinued by all parties thereto. Each Owner, by accepting title to a Unit subject to this Declaration, constitutes and appoints the President of the Association such Owner's attorney-in-fact, coupled with an interest in the Condominium, to execute all deeds and other documents reasonably required to affect such sale. In the event of termination and sale, the net proceeds of sale shall be divided among the Owners in proportion to their respective interests in the Common Elements. No payment shall be made to an Owner until there has first been satisfied out of Owner's share of net proceeds, all mortgages and liens, if any, on such Owner's former Unit in the order of their priority. In the event of the termination of both Condominiums, then Association property must also be sold as provided for in this Section 18.3.

18.4 Powers of the Association After Termination. The Members of the last Board of Directors shall continue to have such powers as in this Declaration are granted, notwithstanding the termination of both Condominiums. The Association shall continue with

all powers it had before approval of the termination. Notwithstanding any contrary provision in this Declaration or the By-Laws, the powers and duties of the Board of Directors, after termination, include, but are not limited to, the following acts in the name and on behalf of the Association:

A. To employ directors, agents and attorneys to liquidate or wind up its affairs.

B. To continue the conduct of the affairs of the Association insofar as necessary for the disposal or winding up thereof.

C. To carry out contracts and collect, pay, compromise and settle debts and claims for and against the Association.

D. To defend suits brought against the Association.

E. To sue, in the name of the Association, for all sums due or owing to the Association or to recover any of its property.

F. To perform any act necessary to maintain, repair or demolish unsafe and uninhabitable structures, or other condominium property in compliance with applicable codes.

G. To sell at public or private sale, exchange, convey or otherwise dispose of all or any part of the assets of the Association for an amount deemed in the best interest of the Association, and to execute bills of sale and deeds of conveyance in the name of the Association.

H. To collect and receive any and all rents, profits, accounts receivable, income, maintenance fees, special assessments and insurance proceeds for the Association.

I. In general, to make contracts and to do any and all things in the name of the Association which may be proper or convenient for the purposes of winding up, selling and liquidating the affairs of the Association.

SECTION 19. COMPLIANCE AND DEFAULT; REMEDIES.

19.1 Duty to Comply; Right to Sue.

A. Each Owner, approved lessee and Guest, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Acts, the Condominium Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association or by an Owner:

1. The Association;

2. An Owner;
3. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
4. Any approved lessee leasing a Unit, and any Guest.

B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.

C. The Association shall also have any other remedies provided for in the Condominium Documents and law.

D. The mandatory non-binding arbitration procedures of F.S. 718.1255, as amended from time to time, and the applicable Administrative Rules, shall be followed and shall apply so long as they exist and apply.

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

A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the conditions(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.

B. Provisos. Notwithstanding any provision to the contrary in this Section 19.2, the following shall apply:

1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.

2. The thirty (30) day notice shall not apply to Section 19.3 below.

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

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

A. For the purposes of protection, maintenance, repair and replacement of those areas for which the Association is obligated to protect, maintain, repair and replace.

B. For the purposes of preventing damage to the common elements or to a Unit or Units.

C. In the event that an unsanitary or other condition exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Condominiums.

This Section 19.4 is in addition to that access referred to in Sections 19.2 and 19.3 above. Each Owner and occupant shall deliver to the Association keys to all locks, including as locks are replaced or altered to enable the Association to have access under this Declaration.

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

19.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

19.7 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner (his/her Guests and approved lessees), or the Association to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or any statute, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' fees, including those incurred in appellate, bankruptcy and administrative proceedings. In addition to the foregoing, if an Owner (his/her Guests or approved lessees) fails to comply with the Condominium Documents or Rules and Regulations, as amended from time to time, or any statute, the Owner shall be liable for such attorneys' and paralegal's fees incurred by the Association, regardless of whether or not a lawsuit or administrative action may be instituted.

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

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

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

20.2 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

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

reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

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

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

A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.

B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

C. Any condemnation or casualty loss that affects a material portion of a Condominium or any Unit.

D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

E. Outstanding assessments unpaid with respect to the Unit on which the Institutional Mortgagee holds a mortgage.

F. Notice of Association meetings.

20.6 Access. All Institutional Mortgagees shall specifically have a complete right of access to all of the common elements and Association property, for the purpose of ingress and egress to any Unit upon which they have a mortgage loan. Any Institutional Mortgagee shall be entitled to attend meetings of the Association.

20.7 Priority. All provisions of an Institutional Mortgage shall take precedence over the provisions of this Declaration, unless and to the extent that same is viewed to be contrary to or prohibited by applicable law from time to time. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any Unit.

20.8 Presumption. Where an Institutional First Mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall be deemed for the purpose of the Condominium Documents to be an Institutional First Mortgage.

SECTION 21. AMENDMENT OF DECLARATION.

21.1 Proposal. Amendments to these Declarations may be proposed by the Board of Directors or by written petition signed by at least twenty-five percent (25%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

21.2 Procedure; Notice and Format. The full text of any amendment shall be prepared with new words inserted in the text by underlining and words to be deleted lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text."

21.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of these Declarations, these Declarations may be amended by concurrence of not less than a majority of the membership of the Board of Directors then serving and not less than a majority of the voting interests of the entire membership of the Association. Members may express concurrence by a vote cast, in person or by proxy, at a duly convened Membership Meeting or by written consent. If the amendments were proposed by a written petition signed by the members pursuant to Section 21.1 above, then the concurrence of the Board of Directors shall not be required.

21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

21.5 Provisos. Notwithstanding any provision to the contrary contained in these Declarations:

A. No amendment shall change a Unit's proportionate share of the common expenses or common surplus, nor the voting rights or any other appurtenance to any Unit, unless the vote and approvals of the Owners and mortgagees as required by F.S. 718.110(4) are obtained.

B. No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in these Declarations in favor of or reserved to Institutional Mortgagees or impair the priority or validity of any mortgage(s) held by an Institutional

Mortgagee unless the particular mortgagee(s) shall join and consent in the execution of the amendment.

SECTION 22. MISCELLANEOUS PROVISIONS.

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

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

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

22.3 Interpretation; Construction. The Board of Directors is responsible for interpreting the provisions of these Declarations and their exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. The provisions of these Declarations shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

22.4 Invalidity. In the event any Court shall hereafter determine that any provisions of these Declarations as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

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

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

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

22.8 Covenant Running with the Land. All provisions of these Declarations and its Exhibits and Rules and Regulations shall, to the extent applicable be perpetual and be construed to be covenants running with the Properties in the Condominiums, and all of the provisions of the Condominium Documents and Rules and Regulations shall be binding upon and inure to the benefit of the Owners, Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all Owners, approved lessees, residents, occupants, Guests and Invitees to the Condominiums. None of the provisions contained in the Condominium Documents or in the Rules and Regulations of the Association are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

SECTION 23. AGE RESTRICTIONS.

23.1 Minimum Age Restrictions. No Unit shall be occupied by any person under eighteen (18) years of age, except for visitation not to exceed, per under aged person, two non-consecutive periods of one month per calendar year.

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

A. No occupancy of a Unit shall be permitted unless at least one occupant thereof is a person fifty-five (55) years of age or older. This provision applies to all Units in the Condominiums, irrespective of the number of Units occupied by persons 55 years of age or older. See Section 23.3 below for exceptions.

B. The Association must publish and adhere to policies and procedures which demonstrate an intent to provide housing for persons fifty-five (55) years of age or older, as contemplated in the fair housing laws.

C. All Owners, approved lessees and Guests shall deliver to the Association, upon request, documentation demonstrating proof of age as referred to in the administrative rules adopted by HUD, as amended from time to time, along with a fully completed and signed proof of age form prepared and provided by the Association.

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

A. Occupancy by a surviving spouse, or a surviving non-spouse companion provided that the residence of the surviving companion is the same as that of the deceased at the time of death.

B. Occupancy by any person who obtains ownership of a Unit by virtue of any Owner's death.

C. Occupancy by a caregiver and/or professional medical personnel providing care to and based on the medical needs of an Owner or approved lessee.

D. Occupancy by an Owner's or approved lessee's family members or other non-professional caregiver where necessary for the medical needs of the Owner or approved lessee.

E. Occupancy by a Guest as elsewhere permitted by this Declaration.

F. Occupancy by the purchaser of a Unit in a particular Condominium if more than 90% of the Units in the particular Condominium are occupied by at least one person age 55 years or older as of the date that the resale application is approved by the Board of Directors.

SECTION 24. EFFECTIVE DATES. The Effective Date of the provisions of these Second Amended and Restated Declarations with Exhibits, including Articles of Incorporation and By-Laws, shall be the date on which these Declarations with Exhibits, including Articles of Incorporation and By-Laws, are recorded in the public records of the County. Provided however, that to the extent that any provision in these Declarations contains a use restriction which is in effect the same or similar to that contained in the Original Declarations or any amendment to the Original Declarations, then the Effective Date of such use restriction is the date of recording of the Original Declarations or

amendment, as applicable. Further provided however, that if an earlier Effective Date is referenced in these Declarations, then that earlier date shall control as the Effective Date. Finally, an easement created by any Original Declaration which is stated in these Declarations shall have as an Effective Date, the date of recording of the particular Original Declaration.

This Second Amended and Restated Declarations of Condominium for Grove Isle at Vero Beach, a Condominium, and Grove Isle East, a Condominium has been approved by at least a majority of the Board of Directors and by at least 60% of the members of the Association.

The undersigned, Grove Isle at Vero Beach, a Condominium, and Grove Isle East, a Condominium, Condominium Association Inc., hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 24th day of February, 2016.

WITNESSES AS TO PRESIDENT:

GROVE ISLE AT VERO BEACH
CONDOMINIUM ASSOCIATION, INC.,

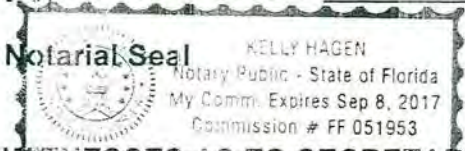
Kelly Hagen
Printed Name: Kelly Hagen

By: William Sanchez
WILLIAM SANCHEZ President

Printed Name: Robert R. Mullett

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on February 24, 2016, by William Sanchez, as President of Grove Isle at Vero Beach Condominium Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Notary Public Kelly Hagen

WITNESSES AS TO SECRETARY:

GROVE ISLE AT VERO BEACH
CONDOMINIUM ASSOCIATION, INC.,

Kelly Hagen
Printed Name: Kelly Hagen

By: Judianne Langlois
JUDIANNE LANGLOIS Secretary

Printed Name: Robert R. Mullett

CORPORATE
SEAL

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on February 24 2016, by Judiana Langlois as Secretary of Grove Isle at Vero Beach Condominium Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Kelly Hagen
Notary Public

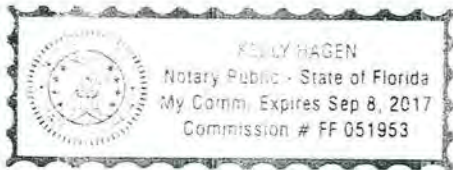


Exhibit "A-1"

GROVE ISLE AT VERO BEACH, A CONDOMINIUM

Legal Descriptions, Surveys and Plot Plans

The legal descriptions, surveys of the land, graphic description, unit plot plans, common elements and limited common elements, together with certificate of surveyor, are as set forth in the following documents, including phase amendments, recorded in Public Records of Indian River County, Florida:

1. Exhibits to the Declaration of Condominium recorded in Official Record Book 0723, Pages 0742 through 0825.
2. Amendment recorded in Official Record Book 0733, Pages 2636 through 2644.
3. Amendment recorded in Official Record Book 0738, Pages 0401 through 0408.
4. Amendment recorded in Official Record Book 0747, Pages 1645 through 1652.
5. Amendment recorded in Official Record Book 0757, Pages 1673 through 1678.
6. Amendment recorded in Official Record Book 0765, Pages 1842 through 1849.
7. Amendment recorded in Official Record Book 0776, Pages 2574 through 2584.
8. Amendment recorded in Official Record Book 0797, Pages 0991 through 1001.
9. Amendment recorded in Official Record Book 0804, Pages 1595 through 1601.
10. Amendment recorded in Official Record Book 0806, Pages 0282 through 0289.
11. Amendment recorded in Official Record Book 0809, Pages 2560 through 2569.
12. Amendment recorded in Official Record Book 0810, Pages 1238 through 1245.

13. Amendment recorded in Official Record Book 0816, Pages 0102 through 0207.
14. Amendment recorded in Official Record Book 0816, Pages 0208 through 0438.
15. Amendment recorded in Official Record Book 0816, Pages 2306 through 2312.
16. Amendment recorded in Official Record Book 0817, Pages 2533 through 2538.
17. Amendment recorded in Official Record Book 0822, Pages 0278 through 0285.
18. Amendment recorded in Official Record Book 0822, Pages 0286 through 0292.
19. Amendment recorded in Official Record Book 0825, Pages 2849 through 2855.
20. Amendment recorded in Official Record Book 0826, Pages 1398 through 1404.
21. Amendment recorded in Official Record Book 0831, Pages 2858 through 2864.
22. Amendment recorded in Official Record Book 0834, Pages 1330 through 1337.
23. Amendment recorded in Official Record Book 0839, Pages 2509 through 2516.
24. Amendment recorded in Official Record Book 0844, Pages 0128 through 0135.
25. Amendment recorded in Official Record Book 0850, Pages 0800 through 0856.
26. Amendment recorded in Official Record Book 0858, Pages 0955 through 0955.
27. Amendment recorded in Official Record Book 0859, Pages 0957 through 0963.
28. Amendment recorded in Official Record Book 0859, Pages 1641 through 1649.

29. Amendment recorded in Official Record Book 0859, Pages 1650 through 1686.
30. Amendment recorded in Official Record Book 0880, Pages 1304 through 1310.
31. Amendment recorded in Official Record Book 0882, Pages 1937 through 1940.
32. Amendment recorded in Official Record Book 0888, Pages 2017 through 2023.
33. Amendment recorded in Official Record Book 0921, Pages 2564 through 2570.
34. Amendment recorded in Official Record Book 1124, Pages 0020 through 0025.
35. Amendment recorded in Official Record Book 1175, Pages 2478 through 2483.

Exhibit "A-2"

GROVE ISLE EAST, A CONDOMINIUM

Legal Descriptions, Surveys and Plot Plans

The legal descriptions, surveys of the land, graphic description, unit plot plans, common elements and limited common elements, together with certificate of surveyor, are as set forth in the following documents, including phase amendments, recorded in Public Records of Indian River County, Florida:

1. Exhibits to Declaration of Condominium recorded in Official Record Book 0948, Pages 0620 through 0650.
2. Amendment recorded in Official Record Book 1046, Pages 1124 through 1129.
3. Amendment recorded in Official Record Book 1079, Pages 0707 through 0712.
4. Amendment recorded in Official Record Book 1139, Pages 1781 through 1786.
5. Amendment recorded in Official Record Book 1175, Pages 2478 through 2483.
6. Amendment recorded in Official Record Book 1232, Pages 2034 through 2038.

Exhibit "B-1"

GROVE ISLE AT VERO BEACH, A CONDOMINIUM

Percentage Ownership in Common Elements and Common Surplus

1/396 per Unit x 396 Units = 100%

Exhibit "B-2"

GROVE ISLE EAST, A CONDOMINIUM

Percentage Ownership in Common Elements and Common Surplus

$$1/90 \text{ per Unit} \times 90 \text{ Units} = 100\%$$