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DECLARATION OF CONDOMINIUM

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OF

J. K. BARTON  
CLERK OF COUNTY CLERK  
FLORIDA  
BY *J. K. Barton* D.C.

HARBOR INN, #3

(A CONDOMINIUM)

*276.00 Acc.  
1.00 6084*

The Moorings Harbor, Inc., a Florida corporation, herein called "developer" on behalf of itself, its successors, grantees and assigns, to its grantees and assigns and their heirs, successors and assigns hereby makes this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The lands located in Indian River County, Florida, owned by Developer and is hereinafter described are by this Declaration submitted to the condominium form of ownership, and shall be known as HARBOR INN, #2, a condominium.

A portion of Lot 56, The Moorings, Unit 2 as recorded in Plat Book 8, Page 28 of the Public Records of Indian River County, Florida, being more particularly described as follows:

Commencing at the Southeasterly corner of Lot 60 of the aforementioned plat;

thence, along the platted bulkhead line N 88 degrees 55' 02" E, 148.47;

thence, along the platted bulkhead line S 63 degrees 15' 43" E, 61.17;

thence, along the platted bulkhead line S 11 degrees 12' 32" E, 250.00 feet to the Point of Beginning;

thence, run on a line perpendicular to the platted bulkhead line N 78 degrees 47' 28" E, 216.00 feet to a point on the West right-of-way line of State Road A-1-A;

thence, run along said right-of-way line S 11 degrees 12' 32" E, 197.69 feet to the point of curvature of a curve concave to the Northwest having a radius of 30 feet;

thence, through a central angle of 101 degrees 32' 10" an arc distance of 53.16, said curve having a chord of 46.48 feet and a chord bearing of S 39 degrees 33' 33" W, to a point on the North right-of-way line of Spyglass Lane;

thence, run along said North right-of-way line N 89 degrees 40' 22" W, 276.98 feet;

thence, run along a line perpendicular to the said right-of-way line N 00 degrees 19' 38" E, 65.00 feet to a point on the platted bulkhead line;

thence, run along the platted bulkhead line S 89 degrees 40' 22" E, 21.10 feet;

THIS INSTRUMENT PREPARED BY:  
DOROTHY A. HUDSON, ESQ.  
2125 WINDWARD WAY  
VERO BEACH, FL 32960  
*c*  
RETURN TO

thence, run along the platted bulkhead line N 34 degrees 32' 24" E, 80.57 feet;

thence, run along the platted bulkhead line N 11 degrees 12' 32" W, 56.00 feet to the Point of Beginning.

ALSO,

The above described land being subject to a dock easement on, over and under the 8.00 feet abutting and perpendicular to the aforementioned platted bulkhead line described within the Harbor Inn, #3 boundary.

And less the pool property located within the aforesaid description and being more particularly described as follows:

Commencing from the Southeast corner of abovesaid lot, said corner lying on the West right-of-way line of State Road A-1-A;

thence, N 11 degrees 12' 32" W, 197.69 feet along said right-of-way line;

thence, S 78 degrees 47' 28" W, 70.00 feet, along a line common to Harbor Inn #2 and Harbor Inn #3, to the True Point of Beginning;

thence, continue S 78 degrees 47' 28" W, 46.50 feet along said line;

thence, S 11 degrees 12' 32" E, 33.00 feet;

thence, S 52 degrees 40' 36" E, 57.38 feet;

thence, N 78 degrees 47' 28" E, 9.50 feet;

thence, S 11 degrees 12' 32" E, 3.00 feet;

thence, N 78 degrees 47' 28" E, 16.00 feet;

thence, N 11 degrees 12' 32" W, 16.00 feet;

thence, S 78 degrees 47' 28" W, 6.00 feet;

thence, N 11 degrees 12' 32" W, 26.00 feet;

thence, N 27 degrees 45' 57" W, 38.60 feet to the Point of Beginning.

Said land containing 3,475.239 S.F. or 0.080 acres more or less.

Said legal description containing 53,163.959 Square Feet, or 1.221 acres gross, less the pool property of 3,475.239 Square Feet, or 0.080 acres for a net total of 49,688.720 Square Feet or 1.14 acres.

2. HARBOR INN, #3 - PLAN OF DEVELOPMENT - Developer proposes to construct fifteen (15) residential units and associated improvements designated HARBOR INN, #2, a Condominium. The fifteen (15) units will be constructed in one residential three story building, with each apartment/suite being on a single floor with an associated covered parking space.

3. NAME - ASSOCIATION - The name of the condominium association is Harbor Inn at the Moorings Association, Inc. This association is incorporated as a non-profit Florida corporation, which administers this condominium.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

A. UNIT - A part of the condominium property which is subject to exclusive ownership.

B. UNIT OWNER - The owner of a Condominium parcel.

C. UNIT NUMBER - The number which is used on the site plan and surveyor's plans as identification of the unit.

D. ASSESSMENT - A share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

E. ASSOCIATION - The corporation responsible for the operation of the condominium.

F. BOARD OF ADMINISTRATION - means the Board of Directors responsible for administration of the association.

G. COMMON AREAS - The properties and facilities owned by the Association.

H. COMMON ELEMENTS - The portions of the condominium property not included in the units as defined in Florida Statute 718.108, including:

(1) The land.

(2) All parts of the improvements which are not included within the units.

(3) Easements.

(4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.

(5) Personal property - tangible personal property may be purchased, sold, leased, replaced and otherwise dealt with by the association, through its Board of Directors, on behalf of the members of the association, without the necessity of any joinder by the members.

I. LIMITED COMMON ELEMENTS - means and includes those common elements which are reserved for the use of a certain units or units to the exclusion of other units, which includes but is not limited to windows, window and balcony glass, doors, patio screens and associated hardware, patio gates (where same exists), appliances, fixtures, switches, fan motors, compressors, plumbing, wiring, piping and ductwork serving only a particular unit.

J. COMMON EXPENSES - All expenses and assessments properly incurred by the association for the condominium.

K. COMMON SURPLUS - means the excess of all receipts of the association including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses.

L. PERSON - means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

M. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular, the

singular the plural, and use of any gender shall be deemed to include all genders.

N. CONDOMINIUM DOCUMENTS - means the declaration and its lettered exhibits, which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the declaration.

O. CONDOMINIUM PARCEL - means a unit together with the undivided share in the common elements which is appurtenant to the unit.

P. CONDOMINIUM PROPERTY - means the lands and personal property subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto.

Q. OPERATION - means and includes the administration and management of the condominium property.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. REAL PROPERTY - Each unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration and applicable laws.

B. BOUNDARIES - Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

(1) HORIZONTAL BOUNDARIES: The upper and lower boundaries of the units shall be:

(i) UPPER BOUNDARY - The plane along the underside of the unfinished undecorated slab or lower surface of the roof if there is no slab of the uppermost story including the slab above the porch area of the unit.

(ii) LOWER BOUNDARY - The plane along the upperside of the unfinished undecorated slab of the lowermost story including the courtyard, terrace or balcony area of the unit.

(2) VERTICAL BOUNDARIES: The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit including the interior surfaces of the units' courtyard, terrace, balcony or balcony rails, walls and doors, entrance doors and windows, all of which abut the exterior of the building or common areas, extended to meet the horizontal boundaries.

C. EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit.

D. APPURTENANCES - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

(1) COMMON ELEMENTS - an undivided share of the common elements as defined in Chapter 718.108, Florida Statutes.

(2) LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist:

(i) The parking space or spaces as designated on the site plan, which space shall be identified with the number of the Unit to which it is appurtenant.

(3) ASSOCIATION MEMBERSHIP and an undivided share in the common surplus and property, real and personal, held by the association.

E. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. EASEMENTS - The Developer owns land adjacent to the herein described property, upon which Developer contemplates constructing improvements. The following non-exclusive easements from the Developer to itself, its construction lender, each unit owner, to the association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

(1) INGRESS AND EGRESS - Easements over the common areas for ingress and egress, to units and public ways.

(2) MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access may be had at any time in case of emergency.

(3) UTILITIES - Easements through the common areas and units for conduits, ducts, plumbing, chimney flues, wiring and other facilities for the furnishing of services to other units and the common elements.

(4) PUBLIC SERVICES - Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the condominium property.

(5) ACCESS TO DOCKS - The developer owns certain boat slips and docks riparian to, but not a part of the herein described property. An easement for access thereto is hereby granted to Moorings Harbor, Inc., The Moorings Development Company, all lessees of said slips, their guests, invitees, licensees and agents over certain property.

A portion of Lot 56, The Moorings, Unit 2 as recorded in Plat Book 8, page 28 of the Public Records of Indian River County, Florida, and being more particularly described as follows:

Commencing from the Southeast Corner of lot 60 of the aforementioned plat;

thence, North 88 degrees 55' 02" East for a distance of 148.47 feet along the platted bulkhead line;

thence, South 63 degrees 15' 43" East for a

- distance of 61.17 feet along the platted bulkhead line;
- thence, South 11 degrees 12' 32" East for a distance of 250.00 feet along the platted bulkhead line to a point lying along the boundary line common to Harbor Inn #2 and Harbor Inn #3 and also being the Point of Beginning for Dock Easement #3;
- thence, South 11 degrees 12' 32" East for a distance of 56.00 feet along the platted bulkhead line;
- thence, South 34 degrees 32' 24" West for a distance of 80.57 feet along the platted bulkhead line;
- thence, North 89 degrees 40' 22" West for a distance of 21.10 feet along the platted bulkhead line;
- thence, South 00 degrees 19' 38" West for a distance of 8.0 feet;
- thence, South 89 degrees 40' 22" East for a distance of 25.33 feet;
- thence, North 34 degrees 32' 24" East for a distance of 88.18 feet;
- thence, North 11 degrees 12' 32" West for a distance of 59.38 feet to a point lying on the aforesaid common boundary line;
- thence, South 78 degrees 47' 28" West for a distance of 8.00 feet along said common boundary line to the Point of Beginning.

This easement for access to the docks is graphically depicted on the Plot Plan found as Exhibit G hereto.

(6) INGRESS, EGRESS AND ACCESS EASEMENT - An easement for vehicular and pedestrian ingress, egress, access, and to pass and repass is granted to Moorings Harbor, Inc., The Moorings Development Company, all other condominiums created on Lot 56, The Moorings, Unit 2, all lessees of the boat slips and docks (riparian to, but not a part of the lands dedicated to condominium ownership described in Article 1 hereof), their guests, invitees, mortgagees, licensees and agents described as follows:

A portion of Lot 56, The Moorings Unit 2 as recorded in Plat Book 8, page 28 of the Public Records of Indian River County, Florida, and being more particularly described as follows:

Commencing from the Southeast Corner of Lot 60 of the aforementioned plat,

- thence, North 88 degrees 55' 02" East for a distance of 148.47 feet along the platted bulkhead line;
- thence, South 63 degrees 15' 43" East for a distance of 61.17 feet along the platted bulkhead line;
- thence, South 11 degrees 12' 32" East for a distance of 250.00 feet along the platted

bulkhead line to a point lying on the boundary line common to Harbor Inn, #2 and Harbor Inn, #3;

- thence, North 78 degrees 47' 28" East for a distance of 154.00 feet along said common line to the Point of Beginning of Access Easement #3;
- thence, South 11 degrees 12' 32" East for a distance of 16.60 feet;
- thence, South 27 degrees 45' 47" East for a distance of 53.92 feet;
- thence, along a curve to the right having a radius of 15.00 feet and an arc length of 17.04 feet, being subtended by a chord of South 04 degrees 46' 49" West for a distance of 16.14 feet;
- thence, South 37 degrees 19' 24" West for a distance of 160.38 feet;
- thence, South 00 degrees 19' 38" West for a distance of 9.28 feet to a point lying on the north right-of-way of Spyglass Lane;
- thence, South 89 degrees 40' 22" East for a distance of 22.00 feet along said right-of-way line;
- thence, North 00 degrees 19' 38" East for a distance of 1.92 feet;
- thence, North 37 degrees 19' 24" East for a distance of 153.02 feet;
- thence, along a curve to the left having a radius of 37.00 feet and an arc length of 42.03 feet, being subtended by a chord of North 04 degrees 46' 48" East for a distance of 39.80 feet;
- thence, North 27 degrees 45' 47" West for a distance of 50.72 feet;
- thence, North 11 degrees 12' 32" West for a distance of 13.40 feet to a point on the aforesaid common line;
- thence, South 78 degrees 47' 28" West for a distance of 22.00 feet to the Point of Beginning.

(7) ACCESS EASEMENT - There is also an Access Easement through adjacent property found as Exhibit M to this Declaration of Condominium, also depicted graphically on the Plot Plan found as Exhibit G hereto.

G. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

(1) BY THE ASSOCIATION - The association shall maintain, repair, and replace at the association's expense:

(1) Such portions of the unit as contribute to the support of the building including but not limited to the perimeter walls, columns, roof and unfinished floor slabs. Also,

wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or other units. The exterior entrance doors to the unit shall be maintained by the Association.

(ii) All incidental damage caused to a unit by work done or ordered by the association shall be promptly repaired by and at the expense of the association.

(iii) All expenses which are particular to the buildings in one condominium in the project, such as painting or roof repair, shall be borne pro-ratably by the owners of that condominium and not distributed among other condominiums in the project.

(iv) Expenses which benefit all condominiums of the project shall be pro-ratably assessed against all owners of the condominium or condominiums that then exist on the project.

(2) BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the association. The unit owner's responsibility specifically includes, but is not limited to, windows, window and balcony glass, doors, patio screens and associated hardware, patio gates (where same exists), appliances, fixtures, switches, fan motors, compressors, plumbing, wiring, piping and ductwork serving only the particular unit.

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior, unless the written consent of the association is obtained in advance. (This shall not be construed to require approval of interior shades, drapes or curtains or for placing appropriate furniture on balconies, patios or terraces. However, unit owner shall abide by the Rules and Regulations concerning these items found as Exhibit O.)

H. ALTERATION AND IMPROVEMENT - No owners shall make any alterations in the portions of the improvements which are to be maintained by the association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

#### I. COMMON ELEMENTS -

(1) The common elements shall be owned by the unit owners in undivided shares on a pro rata basis as set forth in Article 21.

(2) No action for partition of the common elements shall lie.

(3) The maintenance and operation of the common elements shall be the responsibility of the association which shall not, however, prohibit management contracts.

(4) Each unit owner and the association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

(5) Enlargement or material alteration of or



substantial additions to the common elements may be effectuated only by amendment to the declaration.

6. FISCAL MANAGEMENT - The fiscal management of the condominium including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the Bylaws.

7. ASSOCIATION - The administration of the condominium or condominiums by the Board of Directors and its powers and duties shall be as set forth in the Bylaws.

8. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

A. AUTHORITY TO PURCHASE - Except Builders Risk and other required insurance furnished by developer during construction, all insurance policies (except as hereinafter allowed) shall be purchased by the association, for itself and as agent for the owners and their mortgagees as their interest may appear.

B. UNIT OWNERS - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as may be required by law.

C. COVERAGE:

(1) CASUALTY - The building and all other insurable improvements upon the land and all personal property owned by the association (exclusive of personal property, additions and/or alterations installed by the owners) 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 coverage shall afford protection against:

(i) LOSS OR DAMAGE BY FIRE, WINDSTORM and other hazards covered by the standard extended coverage endorsement;

(ii) SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to flood insurance, vandalism and malicious mischief, if available.

(2) PUBLIC LIABILITY AND PROPERTY DAMAGE in such amounts and in such forms as shall be required by the association, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages;

(3) WORKER'S COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet the requirement of law.

D. PREMIUMS - Premiums upon insurance policies purchased by the association shall be paid by the association and charged as common expenses.

E. ALL INSURANCE POLICIES PURCHASED by the association shall be for the benefit of the association and the unit owners and their mortgages as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank in Florida with trust powers as may be approved by the association. Such bank is herein referred to as the "Insurance Trusts." The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the

policies, nor for the sufficiency of coverage, nor for the form or contents of the 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 and disburse them as provided in Paragraph 9, next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE - If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered 75% or more of the units untenable, and 80% of the owners at a meeting called and held within sixty (60) days of the casualty or thirty (30) days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgages, as their interests may appear, and the condominium shall be terminated as provided in Paragraph 15 following.

A. ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the original plans and specifications utilized in construction.

B. CERTIFICATE - The Insurance Trustee may rely upon a Certificate of the association certifying as to whether or not the damaged property is to be reconstructed or repaired. The association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

C. ESTIMATE OF COSTS - Immediately after a casualty causing damage to property for which the association has the responsibility of maintenance and repair, the association shall obtain reliable and detailed estimates of the cost to place the damaged property, insofar as reasonably possible, in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

D. ASSESSMENTS - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the association (including the aforesaid fees and premium, if any) assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

E. CONSTRUCTION FUNDS - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner.

(1) UNIT OWNER - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

(2) ASSOCIATION - Said Trustee shall make such payments upon the written request of the association, accompanied

by a certificate signed by an officer of the association, and by the architect or General Contractor in charge of the work, who shall be selected by the association, setting forth that the sum then requested either has been paid by the association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and several amounts so paid, or now due, and that the total cost as estimated by the person signing such certificate, does not exceed the remainder of the construction funds after the payment of the sum so disbursed.

(3) SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and, if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the beneficial owners of the funds, who are the unit owners and their mortgagees.

F. INSURANCE ADJUSTMENTS - Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the responsibility of reconstruction and repair lies with the unit owner, subject to the rights of mortgagees of such unit owners.

10. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit O and the following provisions:

A. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

B. INTERPRETATION - In interpreting deeds, mortgages, and plans the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the plans or in the deed and those of the buildings.

C. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a seventy-five (75%) vote of the association. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended rule or regulations may be enforced prior to approval by the owners.

11. CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and thus protect the value of the units, the conveyance, disposal and financing of the units by any owner.

A. NO OWNER may sell, lease, give or dispose of a unit or any interest therein in any manner without the written approval of the Association except to another unit owner. Only entire units may be leased.

B. NO OWNER OTHER THAN THE DEVELOPER MAY MORTGAGE or finance his unit in any manner without the written approval of the association except to an institutional lender, provided that

this shall not require approval for a unit owner who sells his unit from taking back a purchase money mortgage.

C. THE APPROVAL OF THE ASSOCIATION shall be obtained as follows:

(1) WRITTEN NOTICE SHALL BE GIVEN the association by the owner of his intention to lease, convey, dispose, finance or assign such interest, which notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The association may require such other and further information as it deems reasonably necessary, but may impose no charge in excess of actual expenditures reasonably required with a maximum charge of \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

(2) IF A SALE, the association must, within 15 days after receipt of the information required above, either approve the transaction or furnish an alternate purchaser it approves or itself elect to purchase and the owner must sell to such alternate or to the association upon the same terms set forth in the proposal given the association, or the owner may withdraw his proposed sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval, in writing, or if it fails to provide an alternate purchaser or purchase the unit itself then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a certificate of approval.

(3) AT THE OPTION OF THE OWNER, if a dispute arises, it shall be resolved by arbitration in accord with the then existing rules of the American Arbitration Association and a judgment of specific performance upon the arbitrators' award may be entered in any court of jurisdiction. The arbitration expense shall be shared equally by the owner and the association.

(4) THE SALE SHALL BE CLOSED WITHIN THIRTY (30) DAYS after an alternate purchaser has been furnished or the Association has elected to purchase or within thirty (30) days of the arbitration award, whichever is later.

D. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, mortgage to a lender other than those types listed in Paragraph B above, assignment of interest or other disposition than a sale, notice of disapproval of the association shall be promptly sent in writing to the owner or interest holder and the transaction shall not be made.

E. LIENS -

(1) PROTECTION OF PROPERTY - All liens against a unit other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(2) NOTICE OF LIEN - An owner shall give notice to the association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within seven (7) business days after the attaching of the lien.

(3) NOTICE OF SUIT - An owner shall give notice to the association of every suit or other proceedings which may affect the title to his unit, such notice to be given within seven (7) business days after the owner receives knowledge thereof.

(4) FAILURE TO COMPLY with this section concerning liens shall not affect the validity of any judicial sale.

F. JUDICIAL SALES - No judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

G. UNAUTHORIZED TRANSACTIONS - Any transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the association.

12. COMPLIANCE AND DEFAULT - Each owner and the association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.

A. Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the association or by an aggrieved owner.

B. In any such proceeding the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

C. In the event that the grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of twenty (20) days in which to cure or correct.

D. NO WAIVER OF RIGHTS - The failure of the association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to later infractions.

13. LEASING - Apartments in this condominium may be leased provided that approval of the Association is received pursuant to Article 11 of this Declaration and also in accordance with the Rules of the Association, as from time to time may be amended. No unit owner is required to use a leasing agent affiliated with the developer.

14. AMENDMENTS - Amendments to any of the condominium documents shall be in accordance with the following:

A. An amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice President and Secretary of the association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present) and the separate written joinder of mortgagees where required; shall include the recording data identifying the Declaration and which shall become effective when recorded according to law.

B. AMENDMENT OF LEGAL DESCRIPTION - Developer may make nonmaterial changes in the legal description and create or amend the description and easements without permission of the unit owner or owners.

C. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the condominium documents amendment of which will not materially

adversely affect the property rights of unit owners, a fifty-one (51%) vote of the owners shall be the required percentage, or the procedure set forth in F.S. 718.110(5) may be utilized.

D. **REGULAR AMENDMENTS** - An amendment which does not change the configuration or size of any condominium unit or appurtenances in a fashion which materially adversely affects the property rights of owners may be enacted by a seventy-five percent (75%) vote.

E. **EXTRAORDINARY AMENDMENTS** - An amendment which causes an enlargement of, material alteration of, or substantial additions to the common elements only if the same will have a material adverse effect on the owners' property rights; shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and the affirmative vote of the owners of all other units. Those amendments not having such effect shall be treated as regular amendments. Any vote changing the percentage of ownership of the common elements or sharing the common expenses shall be conducted by secret ballot.

F. **DEVELOPER AMENDMENTS PRIOR TO COMPLETION** - For provisions related to developer amendments prior to completion of the contemplated improvements see section 23 of this Declaration.

15. **TERMINATION** - The condominium shall be terminated, if at all, in the following manner:

A. By the agreement of one hundred percent (100%) of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such Agreement has been recorded according to law. In the event of damage or destruction by casualty as set forth in Article 8 of this Declaration, the required percentage shall be eighty percent (80%).

B. **SHARES OF UNIT OWNERS AFTER TERMINATION** - After termination of the condominium, the owners 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 formula set forth in Article 19. All funds held by the Association, except for the reasonably necessary expenses of winding up shall be disbursed to the Unit owners in the shares set forth in Article 19. The costs incurred by the Association in connection with a termination shall be a common expense.

C. **FOLLOWING TERMINATION** - The property may be partitioned and sold upon the application of any owner. Provided however, that if the Board of Directors following a termination, by unanimous vote, determines to accept an offer for the sale of the property as a whole, each owner shall be bound to execute such deeds and other documents reasonably required to effect 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.

D. **THE MEMBERS OF THE LAST BOARD OF DIRECTORS** shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the association itself may be dissolved upon a termination.

16. **PROVISIONS PERTAINING TO THE DEVELOPER** -

A. So long as the Developer holds more than one unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a unit owner for capital improvements.

(2) Any action by the association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units, common elements, and common areas as may facilitate completion and/or sale, maintenance of a sales office, showing the property and display of signs.

B. Until a majority of the Board of Directors of the Association is elected from owners other than the Developer or its nominees, the Developer reserves the right for itself or its nominees to provide and charge for management which shall be fair and reasonable, provided Developer first enter into a management agreement with the Association.

C. The Developer guarantees that each unit owner shall be required to pay no more than \$210 per month (payable \$630 quarterly, in advance) as common expenses of each apartment for a one year period following the closing of the first unit in the condominium; except as to increases for insurance premiums and utilities (non-statutory guarantee). Developer is not excused from payments for this period.

D. The Developer reserves for itself, its construction lender, and its successors easements for utilities, ingress, egress, traffic flow, parking (except where specifically reserved for a unit owner) and such other easement as may facilitate the development of other condominiums on the project, on and over the condominium to serve other condominiums which may be constructed on adjacent properties.

E. The Developer is selling units in this condominium as interests in real property and not as a security or investment contract.

17. RIGHTS OF MORTGAGEES - Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure, or deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which become due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgage. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. See F.S. 718.116(1)(a).

Also, such mortgagee may occupy, lease, sell or otherwise dispose of such unit without the approval of the association.

For the period that a contract to purchase a unit which is the subject of this Declaration of Condominium is executory, the interest of the contract purchaser is subordinate to the lien of the construction lender. The lien of the construction lender will be released as to a particular unit upon the sale of a particular unit in the ordinary course of business.

18. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the association

in like manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed owner may, in the discretion of the court, be required to pay a reasonable rental and the association shall be entitled to the appointment of a receiver to collect the same, and the association shall have all the powers provided in F.S. 718.116, including specifically interest at the highest interest rate allowable by law, not to exceed 18% per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment of enforcement of such lien, with or without suit.

19. ADMINISTRATION OF THE CONDOMINIUM BY THE ASSOCIATION - To efficiently and effectively provide for the administration of the Condominium by the owners of Units, a non-profit Florida corporation, known and designated as "HARBOR INN AT THE MOORINGS ASSOCIATION, INC." (referred to herein as the "Association"), has been organized, and said corporation shall administer the operation and management of the Condominium. The Association will undertake and perform all acts and duties in accordance with the terms of this and other Declarations of Condominium, and the terms of the Articles of Incorporation of the Association, and the By-Laws of said corporation are annexed hereto and expressly made a part hereof as Exhibits B and C, respectively.

A. ALL OWNERS OF UNITS shall automatically become members of the Association upon acquiring an ownership interest in or title to any unit and appurtenant undivided interest in common property in Harbor Inn, #3, a condominium, or in any other condominium which may be established on lands adjoining, adjacent, contiguous or nearby to the land herein submitted to the condominium form of ownership by Developer. No other persons or entities shall be entitled to membership.

B. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Indian River County, Florida, a deed or other instrument establishing a change of record title to a unit in the condominium and delivery to the association of a copy of such instrument, the new owner thereby becoming a member of the association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this declaration and the association need not recognize membership or ownership in any person until its requirements have been complied with.

C. ASSOCIATION POWERS - In the administration of the operation and management of the Condominium, said Association shall have the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner herein provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Units, Association Property, Common Elements, Limited Common Elements, Common Areas and Limited Common Areas as the Board of Directors of the Association may deem to be in the best interest of the Condominium.

D. VOTE - On all matters on which the membership is entitled to vote, there shall be one (1) vote for each Unit in this or other Condominiums. Should any member own more than one Unit in the Condominium, or in Condominiums heretofore or subsequently created upon Lot 56, Unit 2, The Moorings, such member shall be entitled to exercise as many votes as he owns Units.

E. OWNERSHIP OF ASSOCIATION PROPERTY shall be on a pro-rata basis, each member's share based on the following formula:

1

---

 = Share of Ownership



Number of Units in All  
Condominiums on the Project

The undivided share in the common elements to each unit in the aggregate equals the whole (100%).

20. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association, or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

21. COMMON EXPENSES, COMMON SURPLUS, AND OWNERSHIP OF COMMON ELEMENTS - The apportionment of common expenses and ownership of the common elements and surplus has been determined on a per unit basis, each unit's payment share is based on a share of the total by the following formula:

$$\frac{1}{\text{Number of Units in the Condominium}} = \text{Share of Common Expenses, Surplus and Elements}$$

The share of ownership in Harbor Inn #3 = 1/17 per the formula above.

The undivided share in the common elements to each unit in the aggregate equals the whole (100%).

The Developer's obligations hereunder are subject to the Developer entering into a sufficient number of Contracts for Sale to assure satisfactory condominium operation.

22. PARKING - Each unit shall be assigned a parking space or spaces from among those designated on the Plot Plan, Exhibit G, as set forth in the deed to the said unit. Said parking space shall thereafter be deemed to be conveyed or encumbered with the unit.

23. UNTIL THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS to the condominium property, the Developer specifically reserves the right, without the joinder of any person, to make such changes in the declaration and its attachments or in the plan of development, as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the declaration or its attachments.

24. NO TIME SHARING - No unit or units in the condominium may be converted to time sharing or interval ownership usage or any other vacation-type plan.

25. RECREATION AND COMMON FACILITIES - The Developer does not commit to build facilities located in Harbor Inn, #2, a Condominium, until such time as Developer enters into sufficient Contracts for Sale to assure satisfactory condominium operation.

A. OCEANFRONT PROPERTY - There is available an optional membership in THE MOORINGS OF VERO PROPERTY OWNERS'

ASSOCIATION, INC., hereinafter "Moorings Owners' Association," with facilities described as follows:

Oceanfront recreational property of The Moorings Owners' Association consists of Lot 50, as shown on the plat of The Moorings, Unit One, an oceanfront lot having approximately 400 feet of ocean frontage and an average depth of approximately 300 feet. The Moorings Development Company has conveyed this lot to Moorings of Vero Property Owners' Association, a Florida corporation not for profit, for the sole use and benefit of eligible owners of residential property in all present and future units of The Moorings Subdivision who are members in good standing of the aforementioned Association or are otherwise authorized to use this lot by the Articles of Incorporation and Bylaws of The Moorings of Vero Property Owners' Association. Located on the east central part of the property are two tiki huts and two charcoal grills. For further information about the Moorings Owners Association concerning privileges and fees, one should contact them directly by writing P. O. Box 3726, Vero Beach, FL 32964.

B. THE MOORINGS CLUB - There may be available an OPTIONAL membership in THE MOORINGS CLUB, INC. herein "Moorings Club" with facilities as follows:

The Club property is approximately 73 acres located in Section 21, Township 33S, Range 40E, in unincorporated Indian River County. On this property are a clubhouse, swimming pool, 18-hole executive golf course, and tennis courts. For further information, see "The Moorings Club, Inc. Membership Plan", available from the Club Secretary. The Moorings Club, Inc. is a Florida corporation not for profit.

C. POOL FACILITY - If the three condominiums, Harbor Inn North, a condominium, Harbor Inn #2, a condominium, and Harbor Inn #3, a condominium, to be constructed on Lot 56 THE MOORINGS Unit 2 are constructed and dedicated to the condominium form of ownership, the developer will convey a pool facility to Harbor Inn at The Moorings Association, Inc., herein "Association". The pool facility will be for the use and enjoyment of Harbor Inn North, a condominium, Harbor Inn #2, a condominium, and Harbor Inn #3, a condominium. The apportionment of expenses and ownership of the Pool Facility / Association Property has been determined on a per unit basis, each unit's payment share is based on a share of the total by the following formula:

$$\frac{1}{\text{Number of Units in the Condominiums}} = \frac{\text{Share of Expenses and Ownership of Association Property}}{\text{Number of Units in the Condominiums}}$$

The Developer's obligations hereunder are subject to the Developer completing the three condominiums to be located upon Lot 56 THE MOORINGS Unit 2. Developer, at its election, may convey the Pool Facility to the Association prior to the completion of all three of the condominiums on the property.

The pool will be approximately 20' x 40' with a capacity of 19 persons. The pool will be heated. Also to be constructed in conjunction with the pool will be a pool equipment house and bathroom facility. The developer does not commit to providing any pool furnishings.

26. TIME FOR CONSTRUCTION - The Developer states that the time period within which Harbor Inn, #3, a Condominium, must be completed is April 30, 1991.

NOTE: The Developer has every expectation that the condominium will be completed much sooner than shown above, but

as the Condominium Act, F.S. 718.503(1), requires that a legal deadline be set forth in the Declaration, ample time is being given to cover any eventuality.

27. SEVERABILITY - If any provision of this Declaration or the exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 19<sup>th</sup> day of October, 1989.



(Corp. Seal)

MOORINGS HARBOR, INC.  
a Florida corporation

By *Donald C. Proctor*  
Donald C. Proctor, President

Attest *David C. Page*  
David C. Page, Secretary

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I hereby certify that on this 19<sup>th</sup> day of October, 1989, before me personally appeared DONALD C. PROCTOR and DAVID C. PAGE, President and Secretary, respectively, of Moorings Harbor, Inc., a corporation under the laws of the State of Florida, to be known to be the persons who signed the Declaration of Condominium as such individual and acknowledged the execution thereof to be the free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

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

*Shirley L. Zeiler*  
Notary Public, State of Florida at  
Large. My Commission expires:



CERTIFICATE OF SURVEYOR  
HARBOR INN, #3, A CONDOMINIUM  
Indian River County, Florida

I, Stuart A. Houston, \_\_\_\_\_

certify as follows:

1. That I am a land surveyor, duly authorized to practice in the State of Florida, having Certificate of Registration No. 4490, State of Florida.
2. That this Certificate is made as to Harbor Inn, #3, a Condominium, located in Indian River County, Florida, and in compliance with Chapter 718, Florida Statutes.
3. That the construction of the improvements described in the foregoing Declaration of Condominium is sufficiently complete so that with the survey of land as set forth in an exhibit attached hereto, together with the plot plans as set forth in an exhibit attached hereto, showing the apartment buildings and common elements, together with the wording of the foregoing Declaration of Condominium, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements, and that the aforementioned material is an accurate representation of the location and dimensions of the improvements.
4. All planned improvements including, but not limited to, landscaping, utility services and access to the unit, and common elements facilities serving the building in which the units to be conveyed are located have been substantially completed.
5. That in accordance with Florida Statute 161.57 this survey meets the requirements of Florida Statute 472 and the Coastal Construction Control Line does not effect the subject property.

Stuart A. Houston  
Land Surveyor, Certificate of  
Registration No. 4490,  
State of Florida.

Sworn to and subscribed before me,  
this 6th day of November,  
1989.

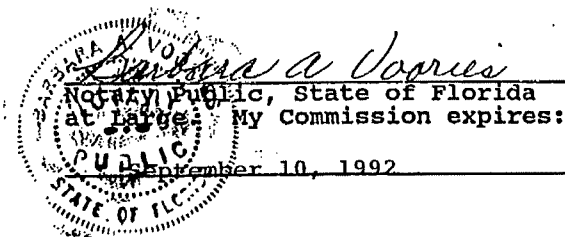


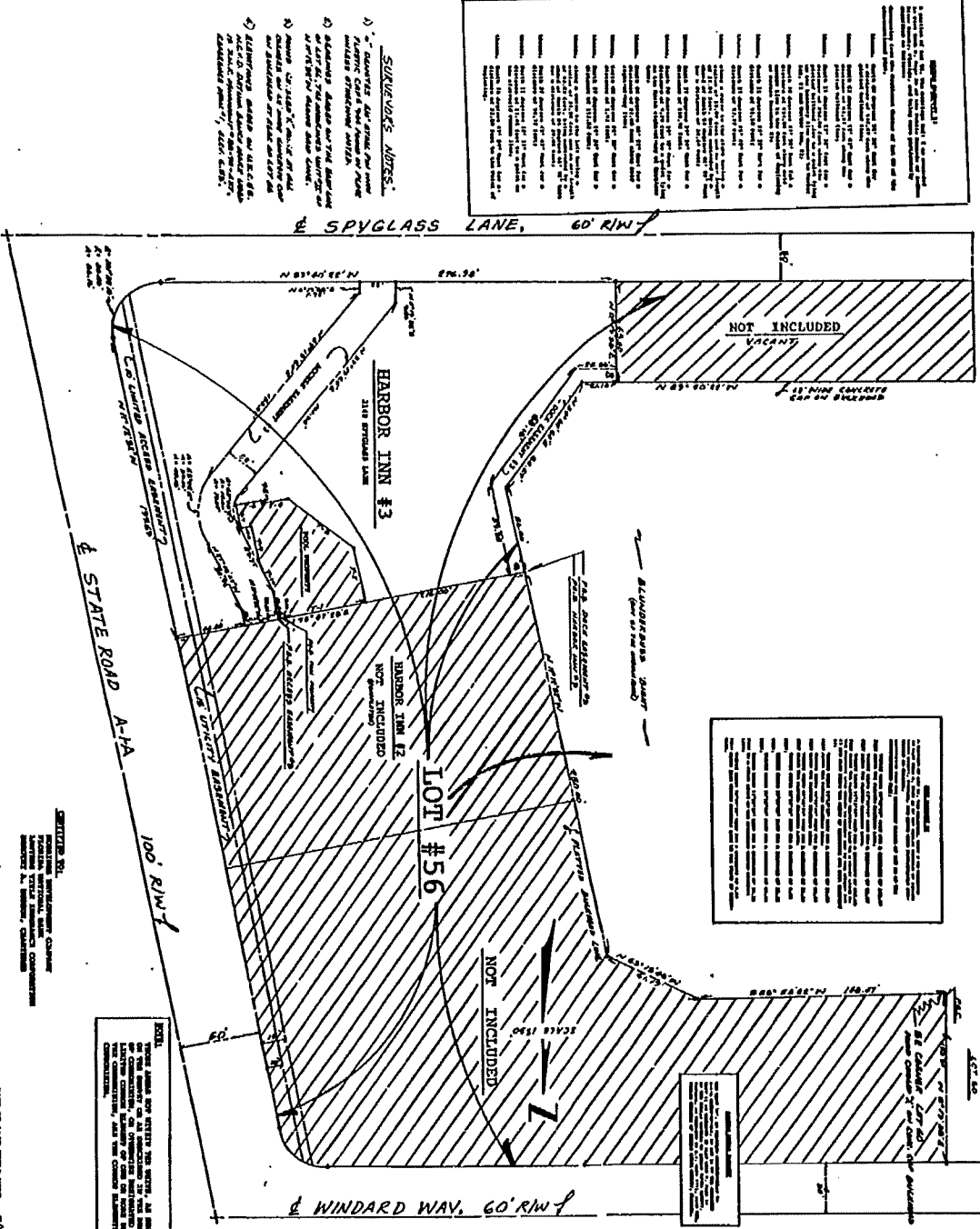
EXHIBIT A

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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BOUNDARY SURVEY FOR: HARBOR INN #3

McQUEEN & ASSOCIATES, INC.  
 ENGINEERS AND ARCHITECTS  
 1000 W. 10th St., Suite 1000, Anchorage, Alaska 99501  
 PHONE: 467-1111 FAX: 467-1112

T-128



**GENERAL NOTES:**

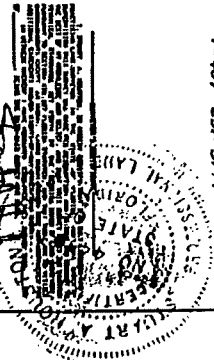
- 1) This survey was conducted in accordance with the provisions of the Alaska Statutes, AS 25.05, and the rules and regulations of the Board of Geomatics, Alaska Department of Natural Resources.
- 2) The survey was conducted in accordance with the provisions of the Alaska Statutes, AS 25.05, and the rules and regulations of the Board of Geomatics, Alaska Department of Natural Resources.
- 3) The survey was conducted in accordance with the provisions of the Alaska Statutes, AS 25.05, and the rules and regulations of the Board of Geomatics, Alaska Department of Natural Resources.
- 4) The survey was conducted in accordance with the provisions of the Alaska Statutes, AS 25.05, and the rules and regulations of the Board of Geomatics, Alaska Department of Natural Resources.
- 5) The survey was conducted in accordance with the provisions of the Alaska Statutes, AS 25.05, and the rules and regulations of the Board of Geomatics, Alaska Department of Natural Resources.

**LEGAL DESCRIPTION:**

LOT #56, HARBOR INN #2, HARBOR INN #3, 2125 WINDWARD WAY, ANCHORAGE, ALASKA. THE SURVEYED AREA IS SHOWN IN HATCHED PATTERN ON THIS PLAN.

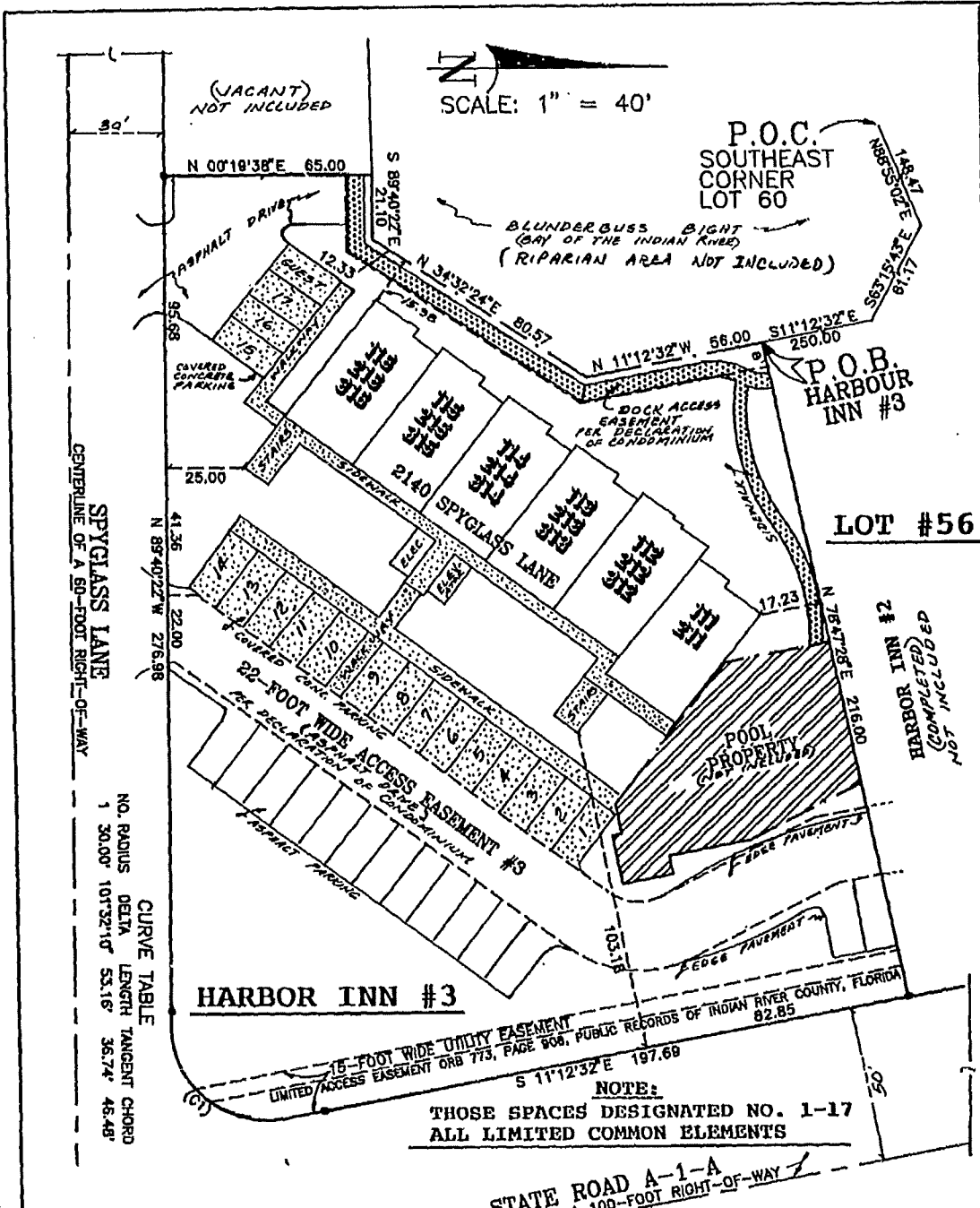
**LOCAL REGULATIONS:**

ANCHORAGE, ALASKA. THE SURVEYED AREA IS SHOWN IN HATCHED PATTERN ON THIS PLAN.



**FLOOD ZONE:** 1-10' (see map)

**MOORE'S HARBOR, INC. BUILDING**  
 2125 WINDWARD WAY  
 ANCHORAGE, ALASKA 99501  
 PHONE: 467-5144



**NOTE:**  
 THOSE AREAS NOT WITHIN THE UNITS, AS SHOWN ON THE SURVEY OR AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM, OR OTHERWISE DESIGNATED AS A LIMITED COMMON ELEMENT OF ONE OR MORE UNITS IN THE CONDOMINIUM, ARE THE COMMON ELEMENTS OF THE CONDOMINIUM.

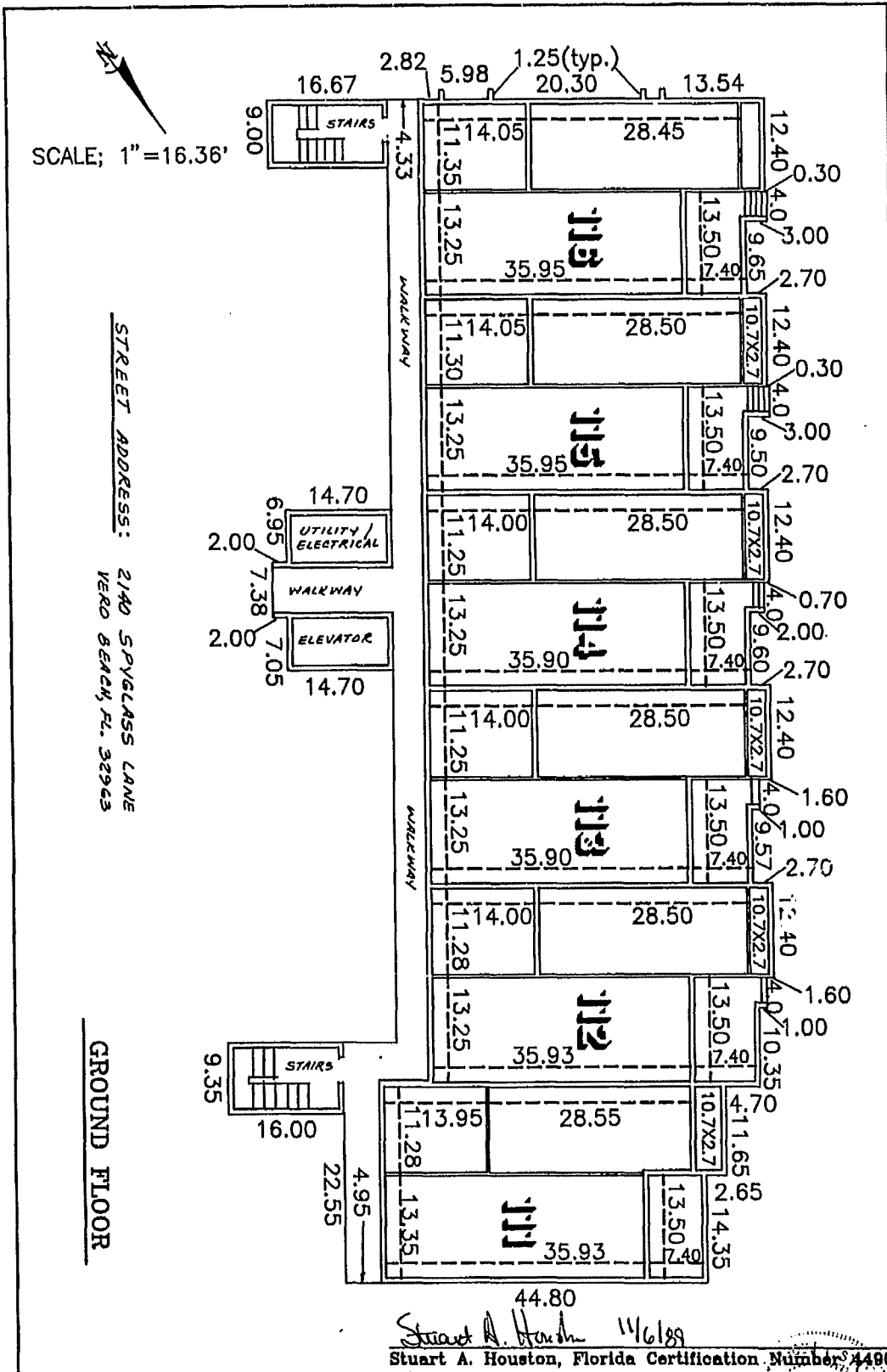
**NOTE:**  
 THOSE SPACES DESIGNATED NO. 1-17 ALL LIMITED COMMON ELEMENTS

Stuart A. Houston 11/6/89  
 STATE ROAD A-1-A CENTERLINE OF A 100-FOOT RIGHT-OF-WAY

Stuart A. Houston, Florida Certification No. 4480

**HARBOR INN #3**  
 The Moorings of Vero Beach  
 Sketch of Boundary Survey

**McQUEEN & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 669-1328  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980



SCALE; 1"=16.36'

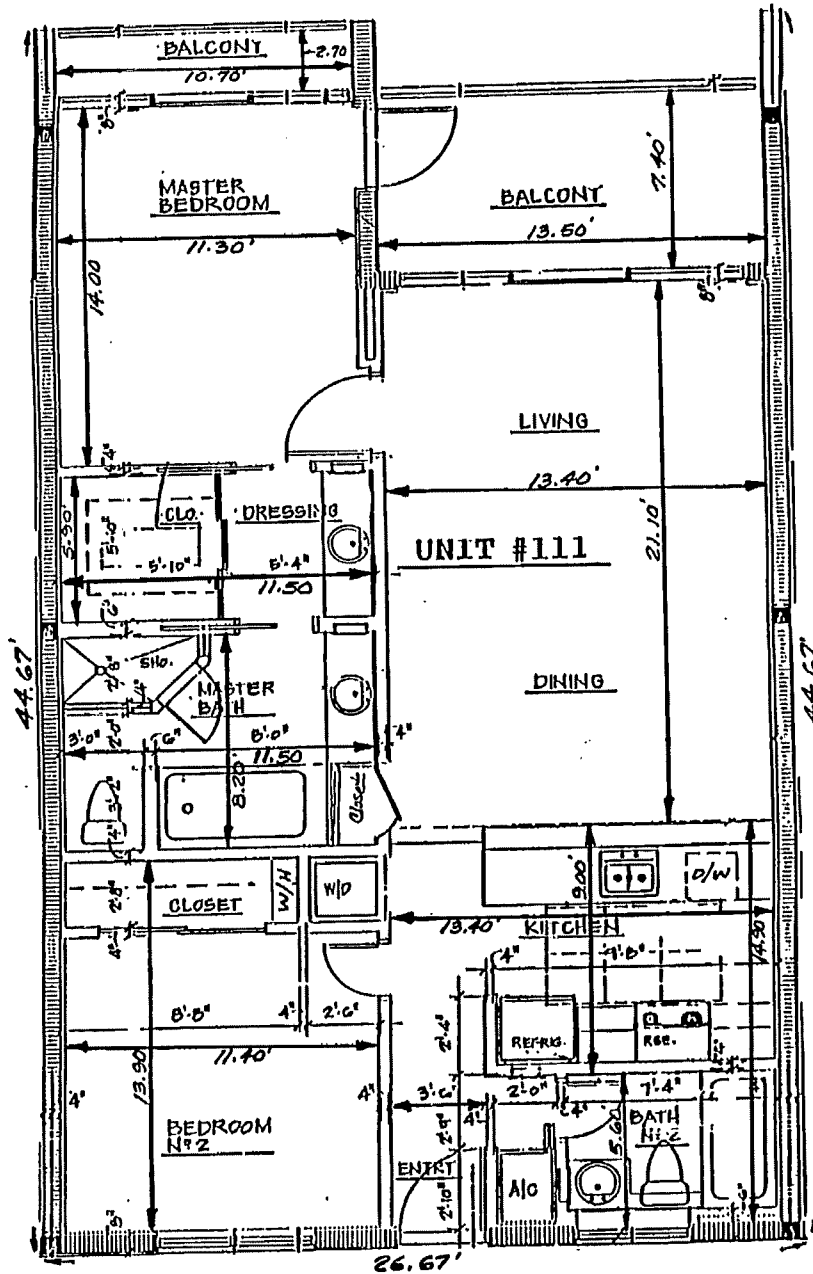
STREET ADDRESS: 2140 SPYGLASS LANE  
VERO BEACH, FL. 32963

GROUND FLOOR

44.80  
Stuart A. Houston 11/6/89  
Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
The Moorings of Vero Beach  
Ground Floor Plan

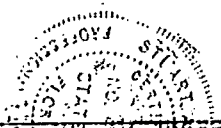
McQUEEN & ASSOCIATES, INC.  
ENGINEERS SURVEYORS LAND PLANNERS  
(407) 569-1322  
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32909



**FLOOR PLAN: UNIT #111**

FINISH FLOOR ELEVATION = 7.61' N.G.V.D.

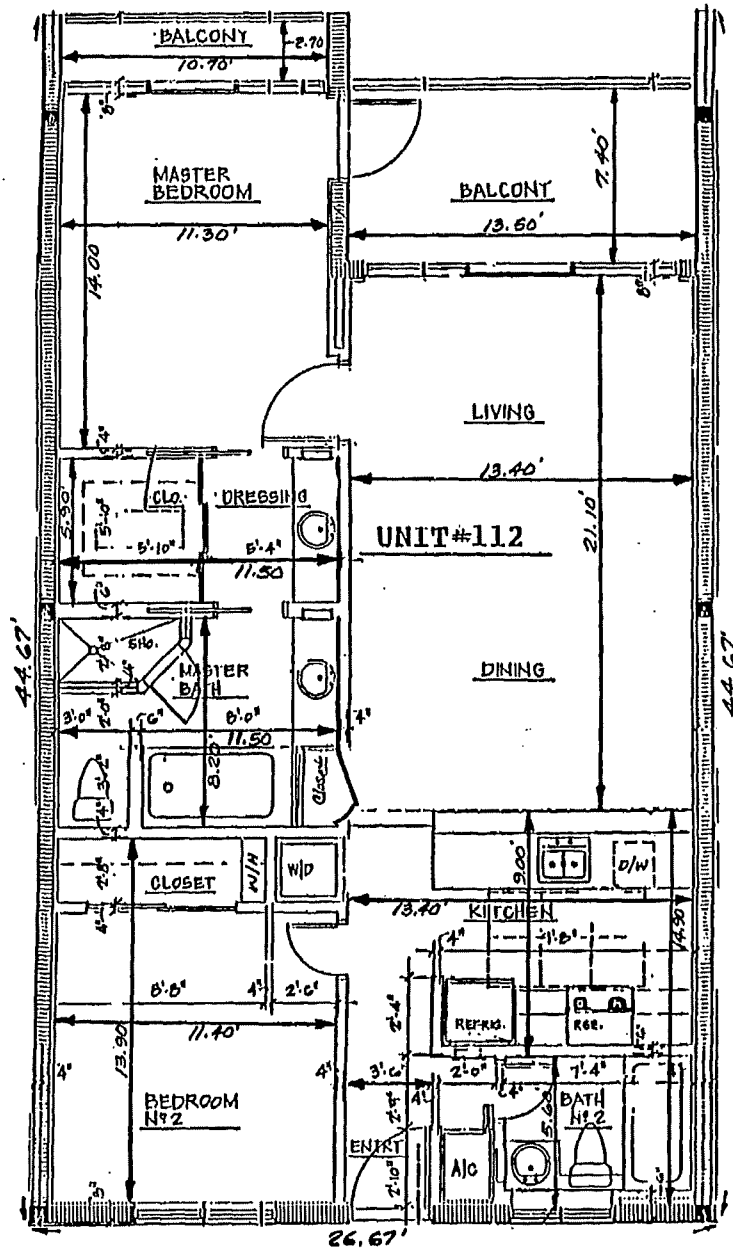
*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number 4490



**HARBOR INN #3**  
 The Moorings of Vero Beach

**McQUEEN & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 569-1322  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960





**FLOOR PLAN: UNIT #112**

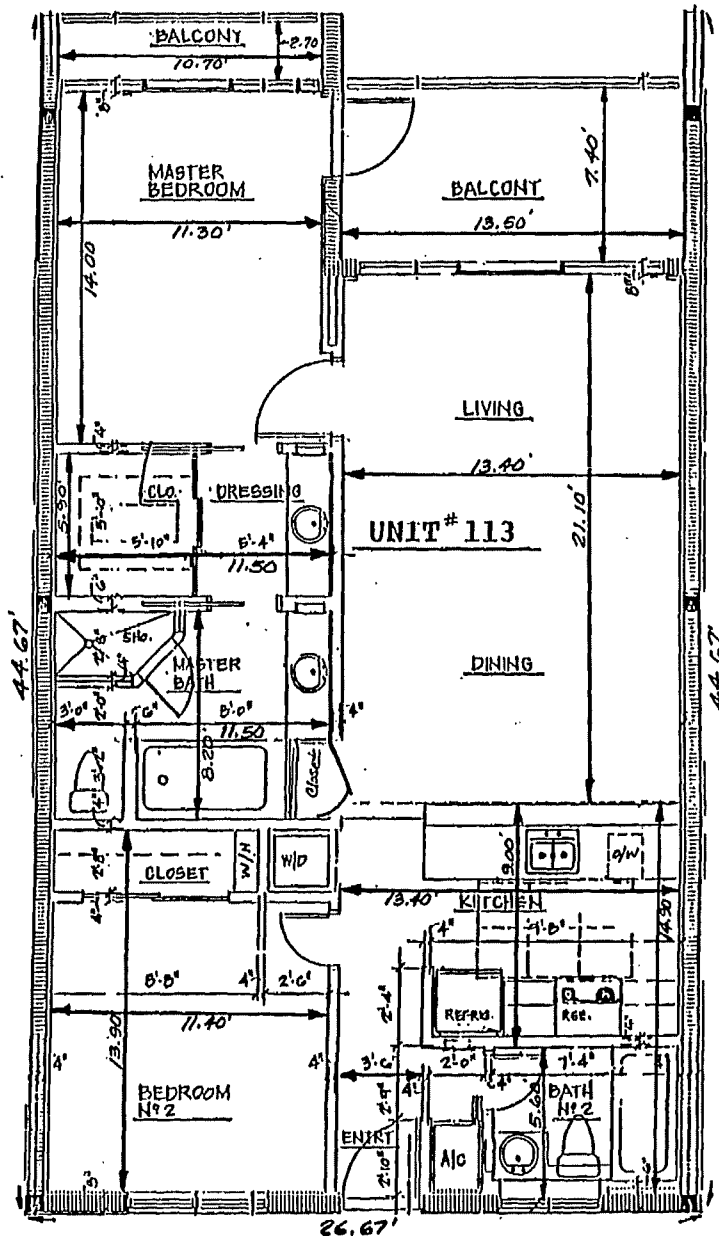
FINISH FLOOR ELEVATION = 7.61' N.G.V.D.

*Stuart A. Houston 11/6/89*

Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
The Moorings of Vero Beach

McQUEEN & ASSOCIATES, INC.  
ENGINEERS SURVEYORS AND PLANNERS  
(407) 589-1322  
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980



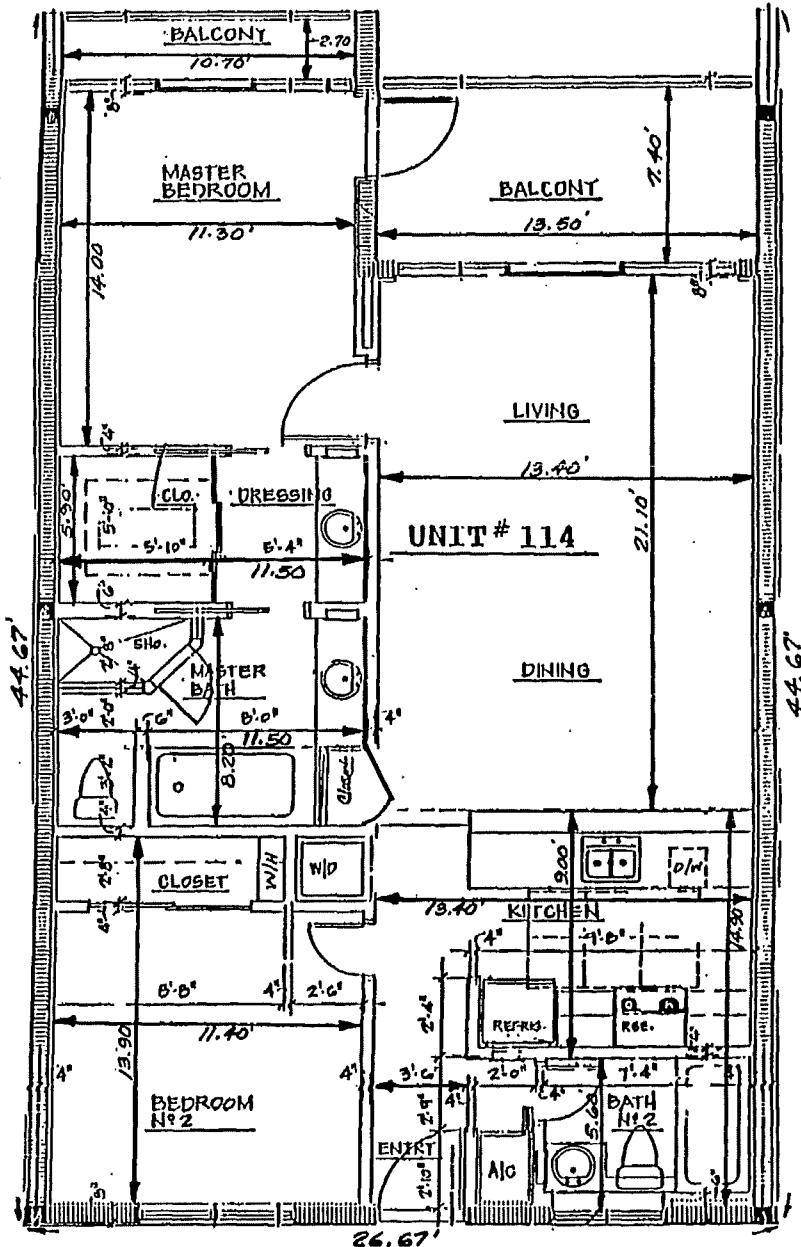
**FLOOR PLAN: UNIT # 113**

FINISH FLOOR ELEVATION = 7.61' N.G.U.D.

*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
 The Moorings of Vero Beach

McQUEEN & ASSOCIATES, INC.  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 569-1323  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32900



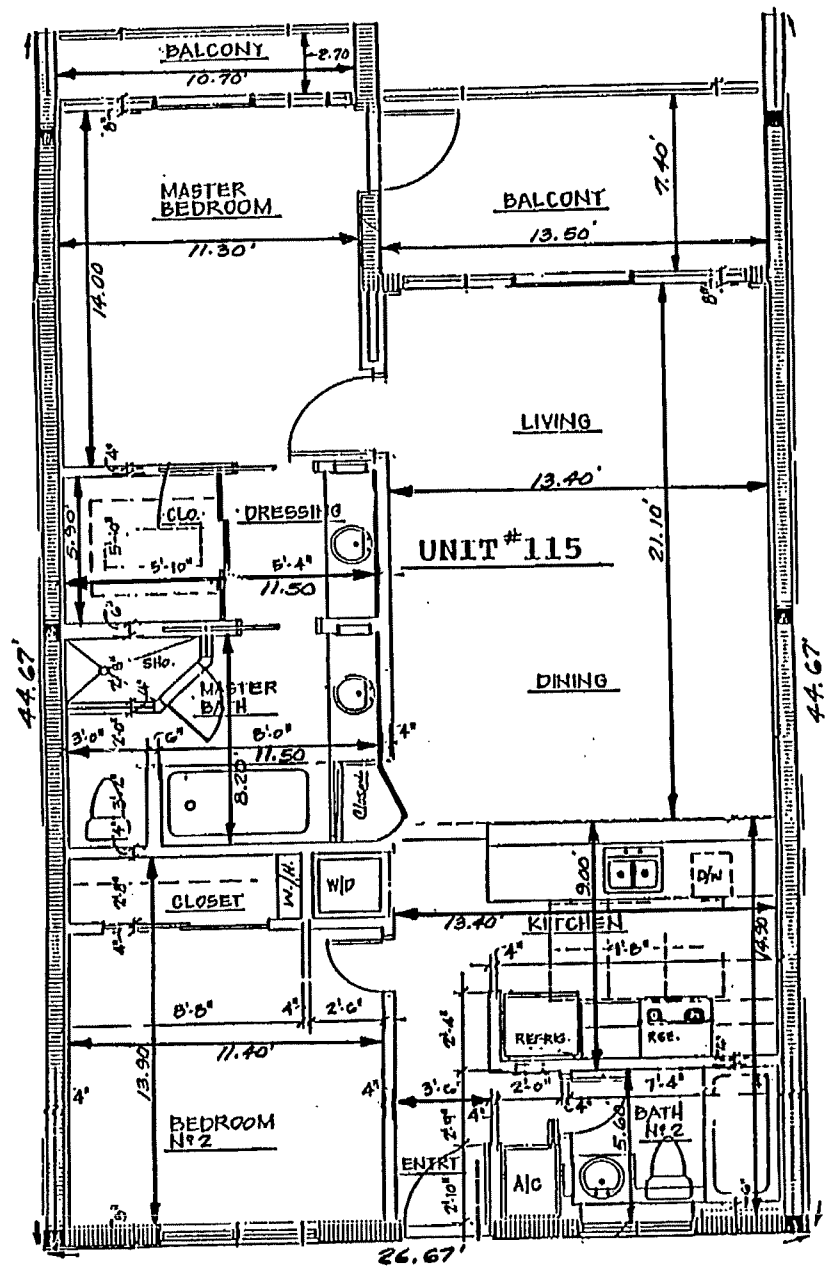
**FLOOR PLAN: UNIT # 114**

FINISH FLOOR ELEVATION = 7.61' N.G.V.D.

*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number 4400

HARBOR INN #3  
 The Moorings of Vero Beach

McQUEEN & ASSOCIATES, INC.  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 589-1322  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960.



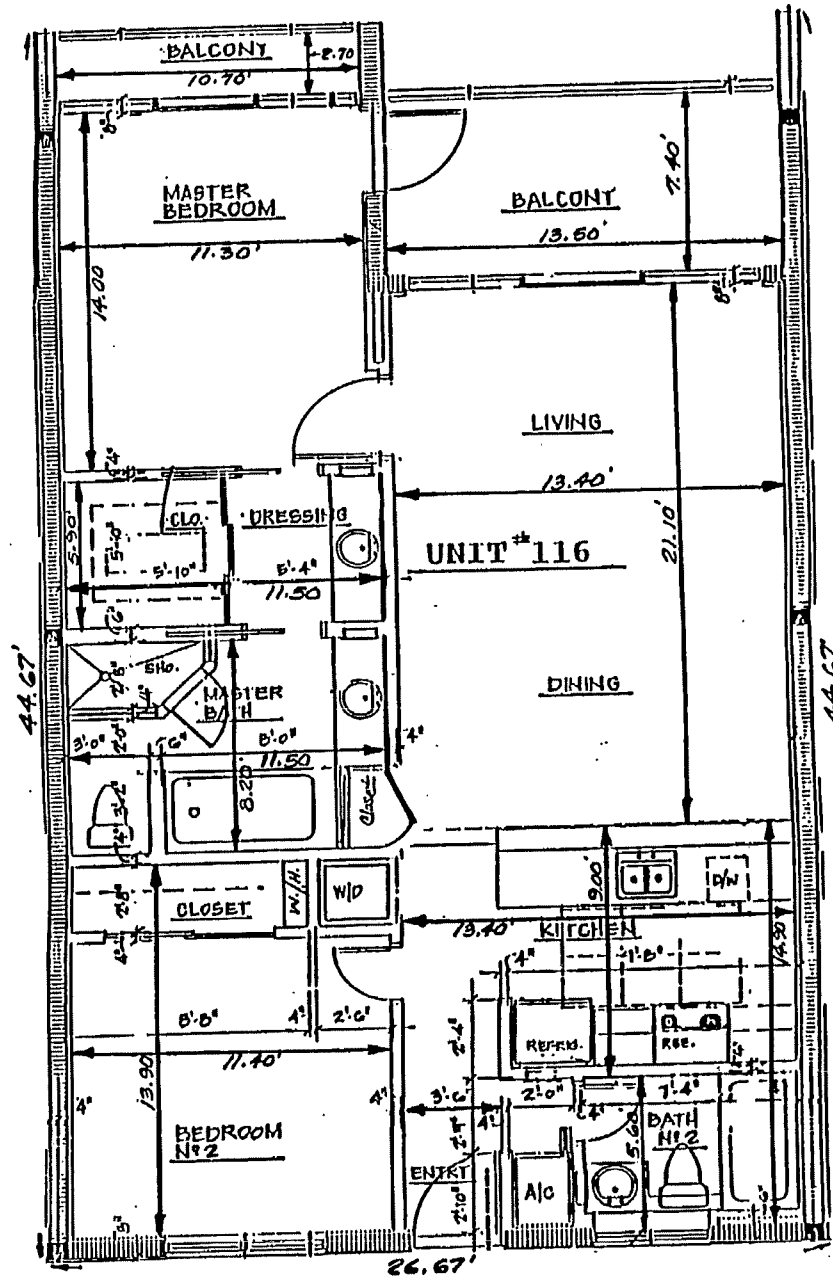
**FLOOR PLAN: UNIT #115**

FINISH FLOOR ELEVATION = 7.61' N.G.V.D.

*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
 The Moorings of Vero Beach

**McQUEEN & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 589-1322  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980



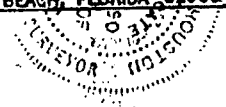
**FLOOR PLAN: UNIT #116**

FINISH FLOOR ELEVATION = 7.61' N.G.V.D.

*Stuart A. Houston 11/6/89*  
 Stuart A. Houston, Florida Certification Number 4490

**HARBOR INN #3**  
**The Moorings of Vero Beach**

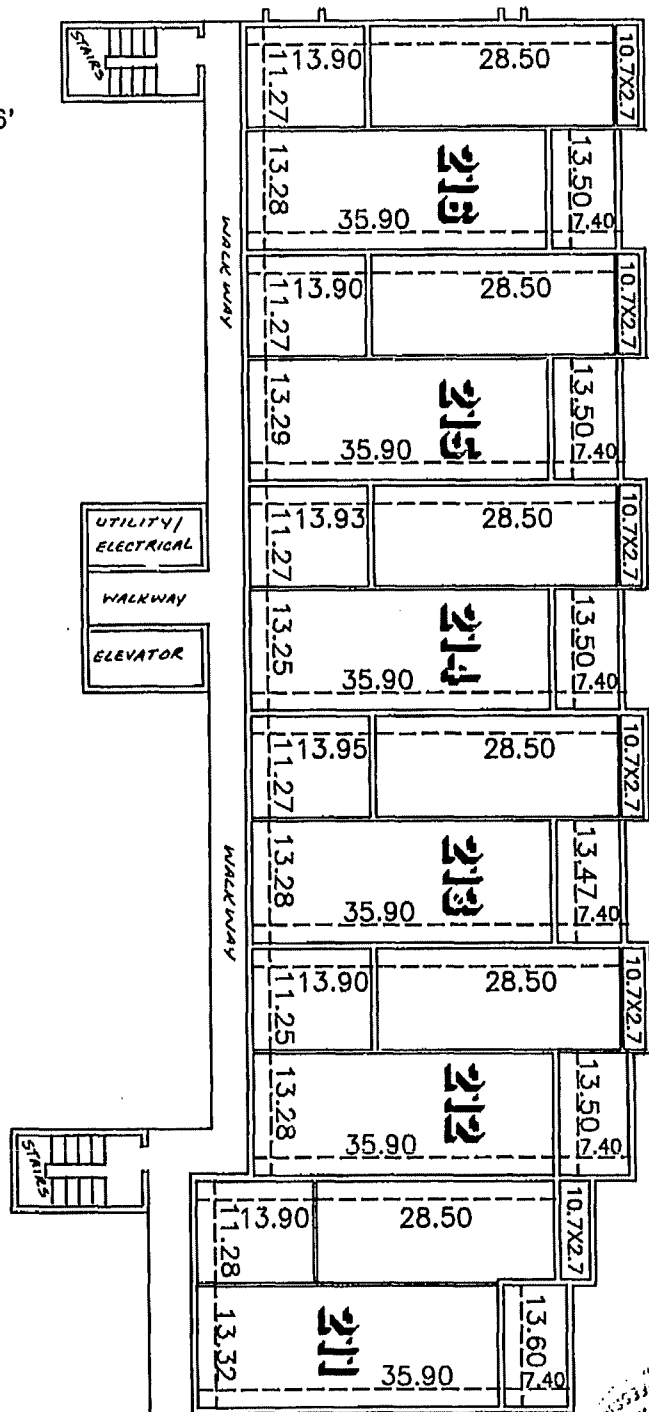
**McQUEEN & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 569-1324  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32909



SCALE; 1" = 16.36'

STREET ADDRESS: 2140 SPYGLASS CANE  
VERO BEACH, FL. 32963

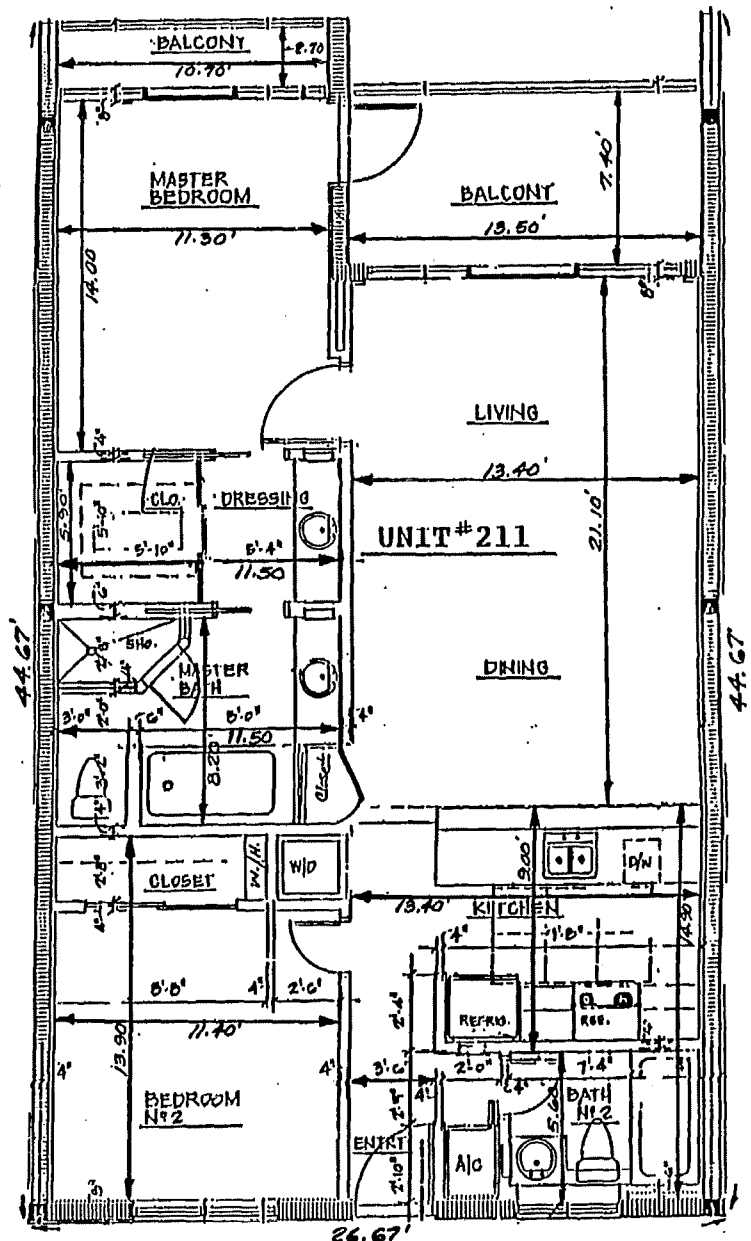
SECOND FLOOR



Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
The Moorings of Vero Beach  
Second Floor Plan

McQUEEN & ASSOCIATES, INC.  
ENGINEERS SURVEYORS LAND PLANNERS  
(407) 569-1322  
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980

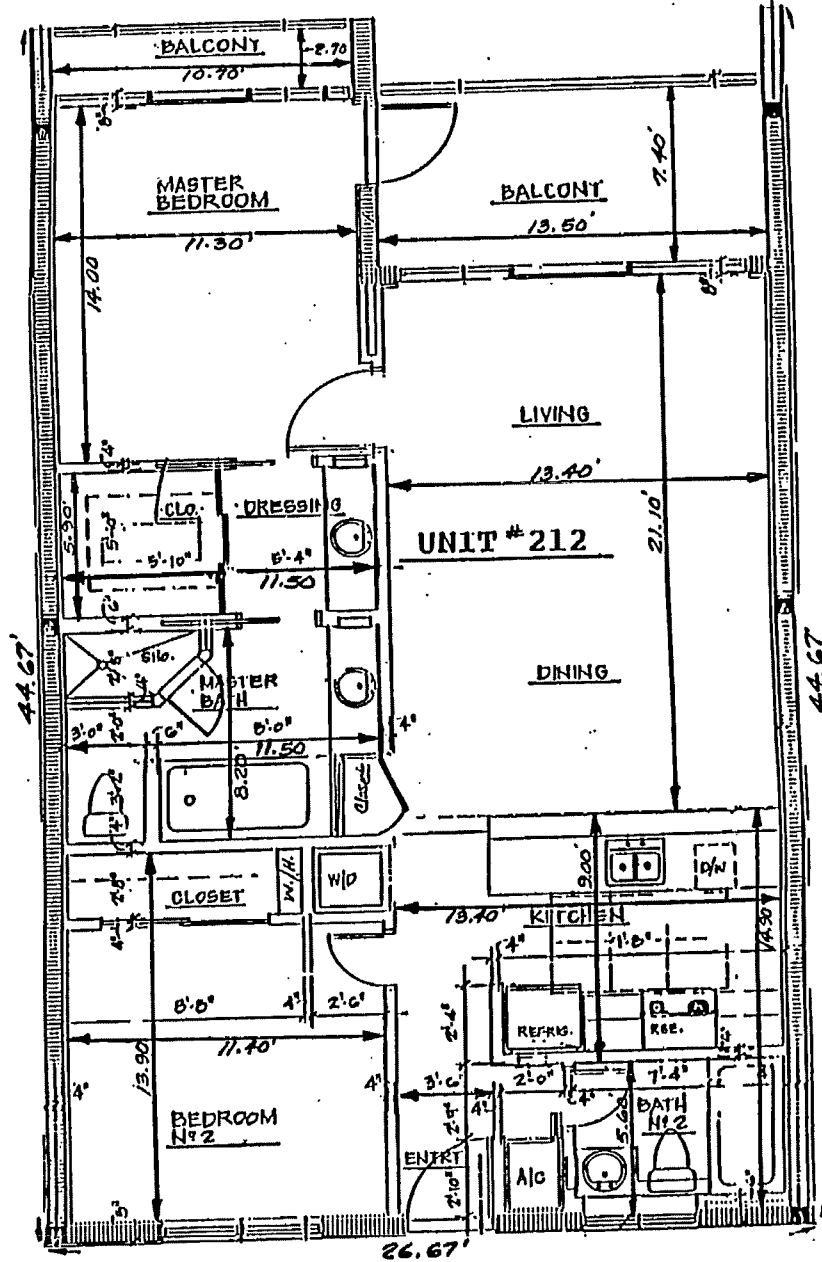


**FLOOR PLAN: UNIT # 211**

FINISH FLOOR ELEVATION = 16.31' N.G.V.D.

*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number 4490

<p>HARBOR INN #3          The Moorings of Vero Beach</p>	<p>McQUEEN &amp; ASSOCIATES, INC.          ENGINEERS SURVEYORS AND PLANNERS          (407) 589-1322          700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32900</p>
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**FLOOR PLAN: UNIT # 212**

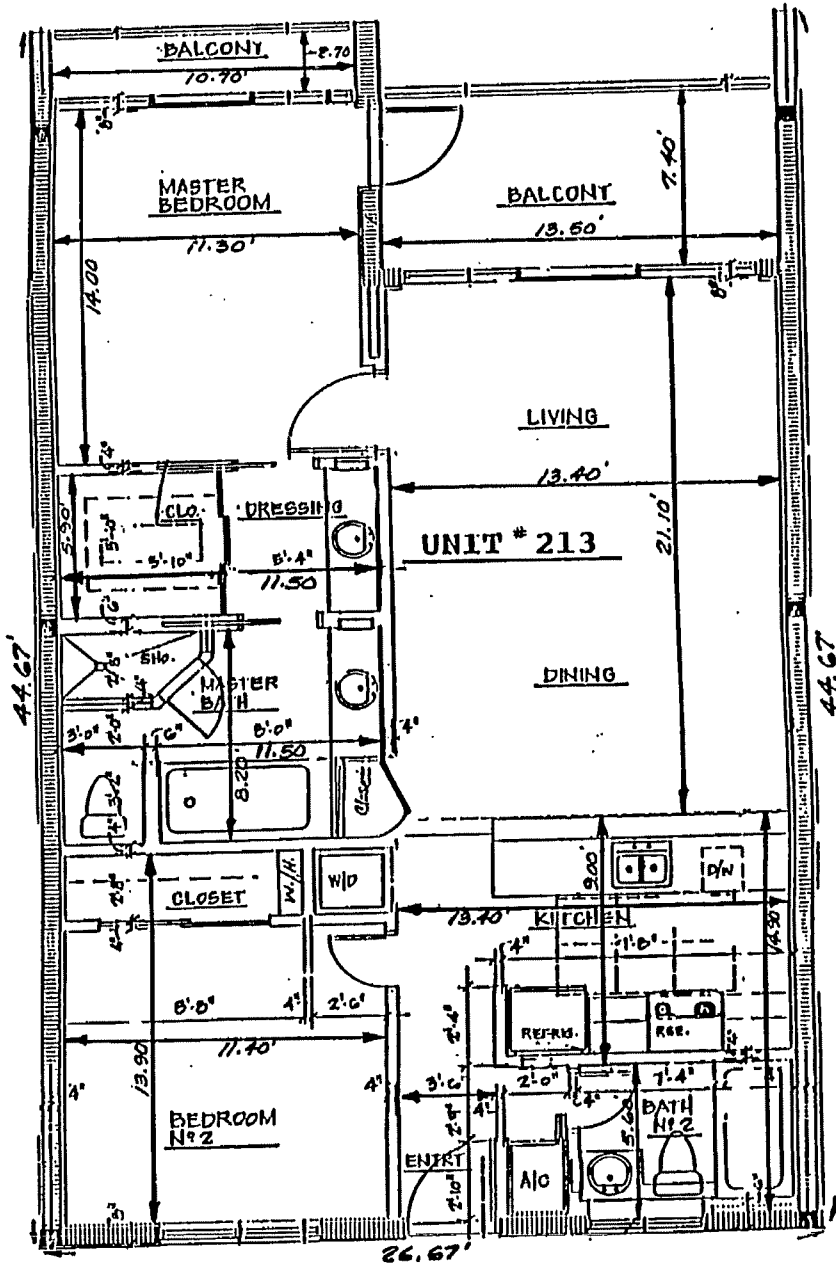
FINISH FLOOR ELEVATION = 16.31' N.G.V.D.

*Stuart A. Houston* 11/6/09  
 Stuart A. Houston, Florida Certification Number: 4490

HARBOR INN #3  
 The Moorings of Vero Beach

**McQUEEN & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 569-1322  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32909





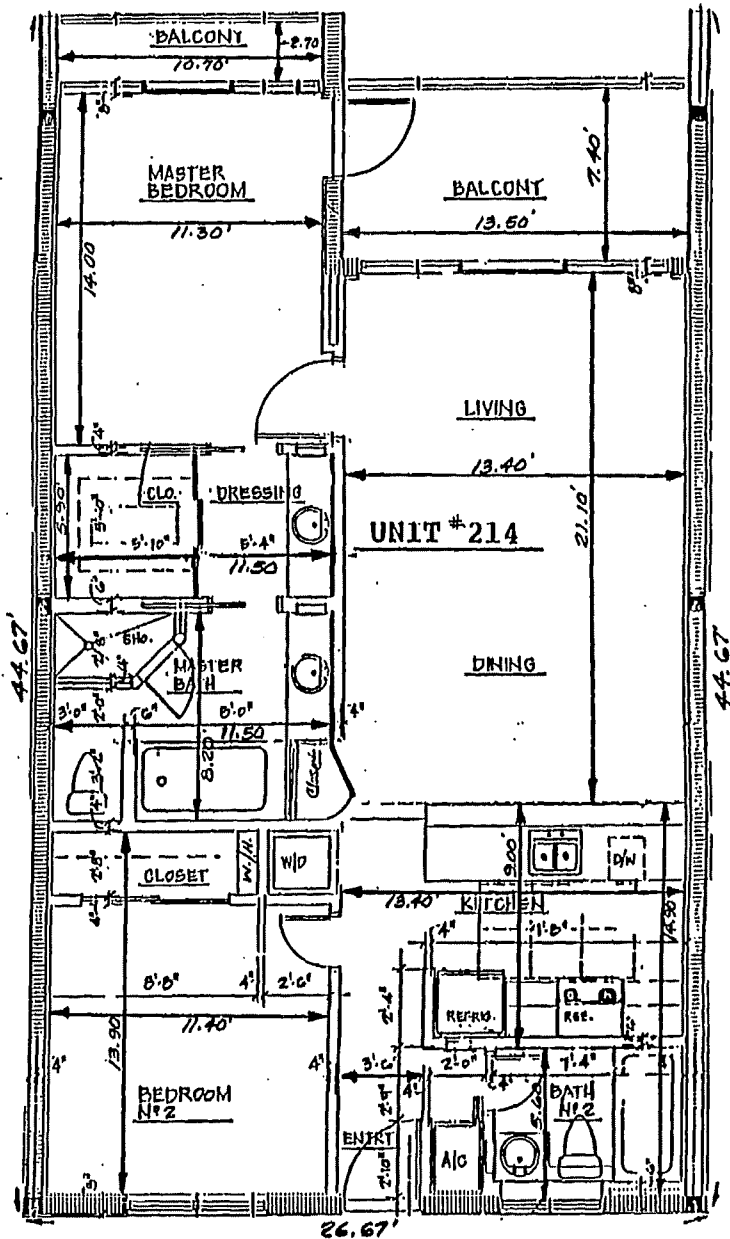
**FLOOR PLAN: UNIT # 213**

FINISH FLOOR ELEVATION = 16.31' N.G.V.D.

*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
 The Moorings of Vero Beach

McQUEEN & ASSOCIATES, INC.  
 ENGINEERS SURVEYORS AND PLANNERS  
 (407) 569-1327  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32900



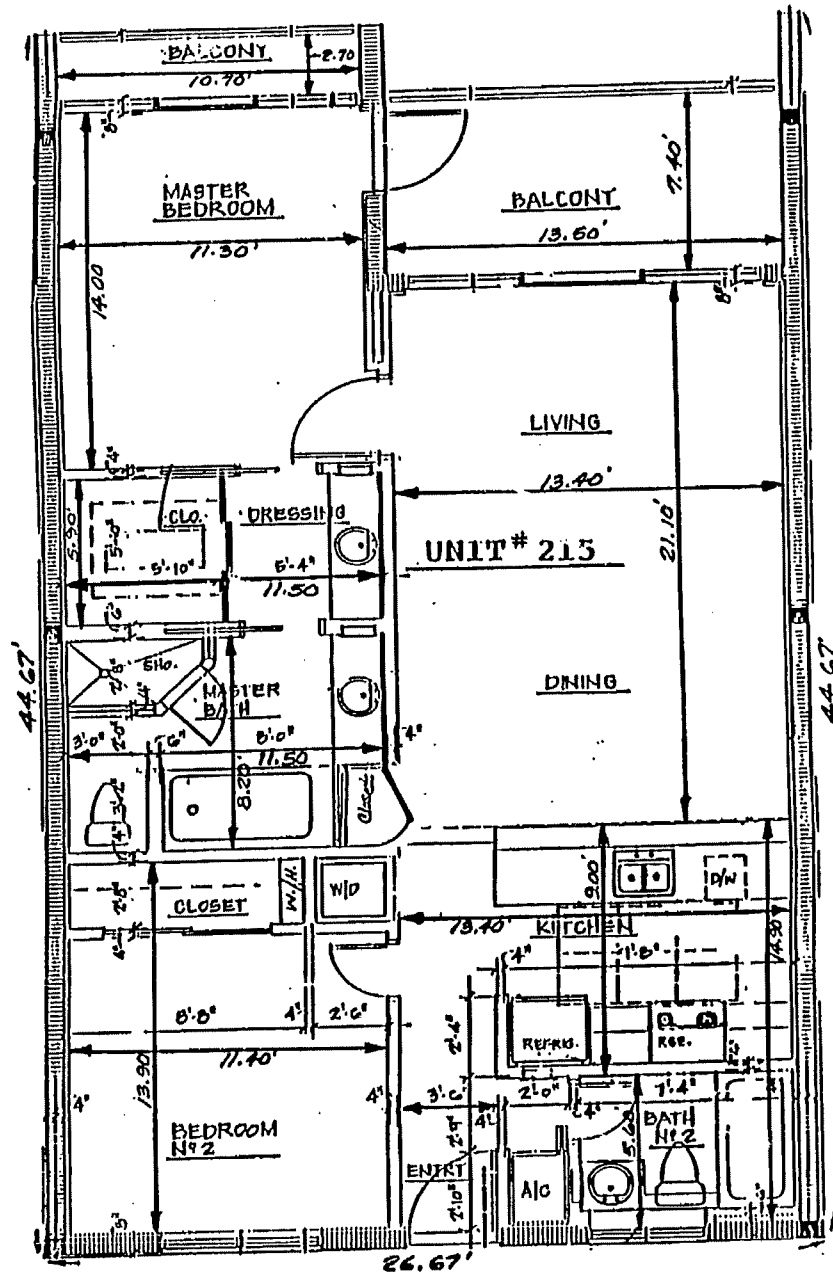
**FLOOR PLAN: UNIT # 214**

FINISH FLOOR ELEVATION = 16.31' N.G.V.D.

*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number 4400



<p>HARBOR INN #3          The Moorings of Vero Beach</p>	<p>McQUEEN &amp; ASSOCIATES, INC.          ENGINEERS SURVEYORS LAND PLANNERS          (407) 589-1322          700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960</p>
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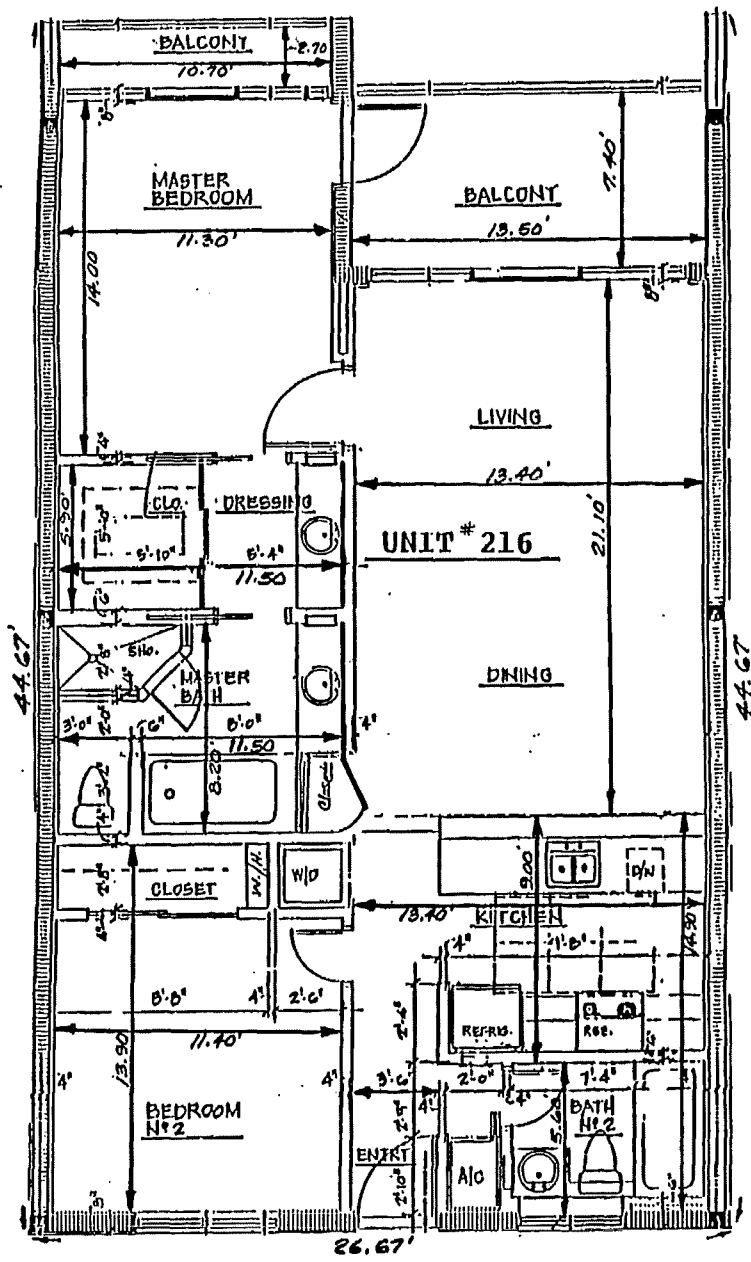
**FLOOR PLAN: UNIT # 215**

FINISH FLOOR ELEVATION = 16.31' N.G.V.D.

*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number: 4580

**HARBOR INN #3**  
 The Moorings of Vero Beach

**McQUEEN & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 589-1322  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980



**FLOOR PLAN: UNIT # 216**

FINISH FLOOR ELEVATION = 16.31' N.G.V.D.

*Stuart A. Houston 11/6/89*  
 Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
 The Moorings of Vero Beach

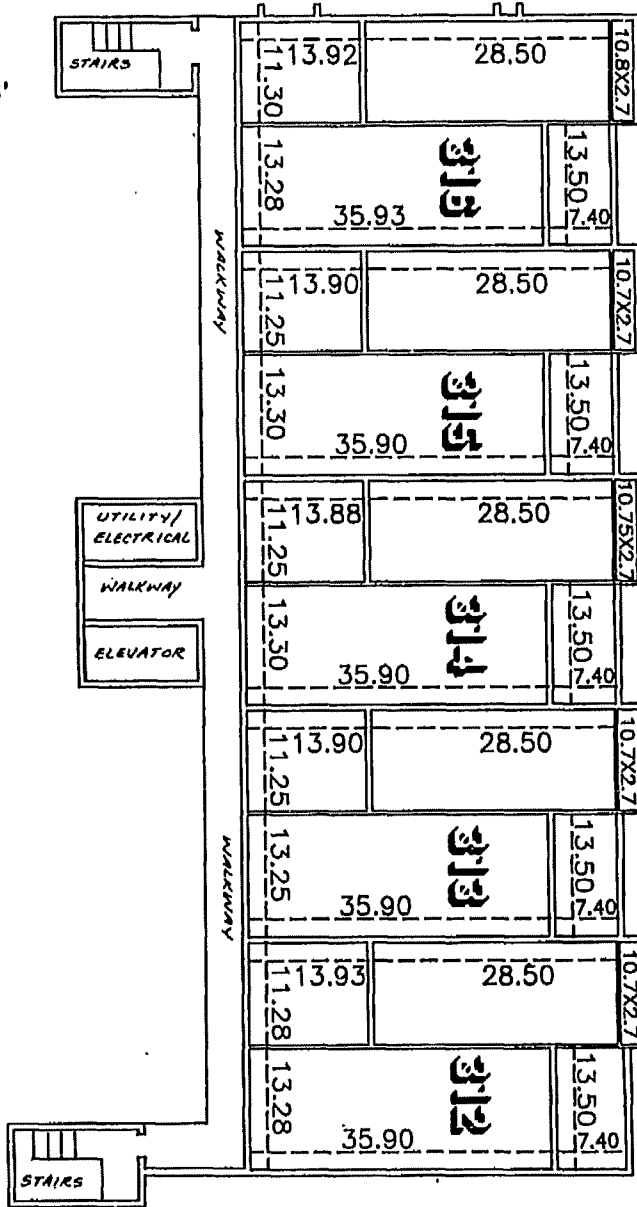
McQUEEN & ASSOCIATES, INC.  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 569-1322  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32900



SCALE; 1" = 16.36'

STREET ADDRESS: 2140 SPYGLASS LANE  
VERO BEACH, FL. 32963

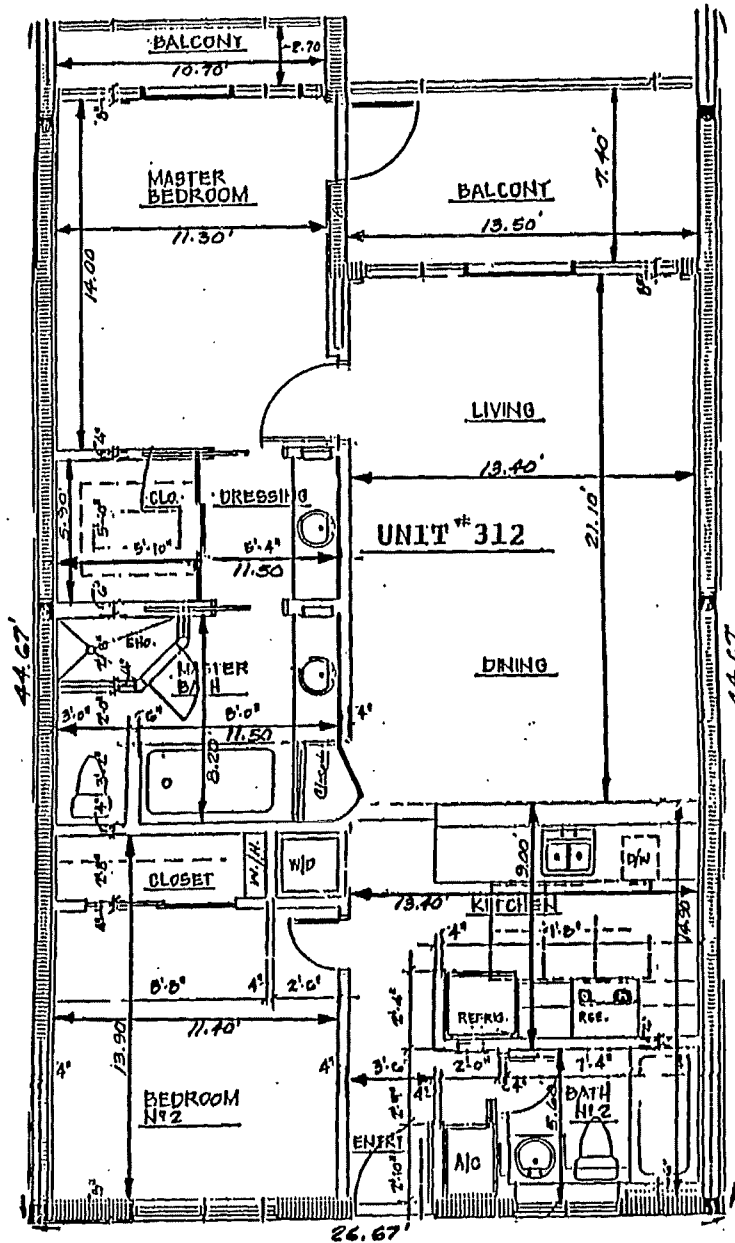
THIRD FLOOR



*Stuart A. Houston* 11/6/89  
Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
The Moorings of Vero Beach  
Third Floor Plan

McQUEEN & ASSOCIATES, INC  
ENGINEERS SURVEYORS LAND PLANNERS  
(407) 589-1322  
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980



**FLOOR PLAN: UNIT # 312**

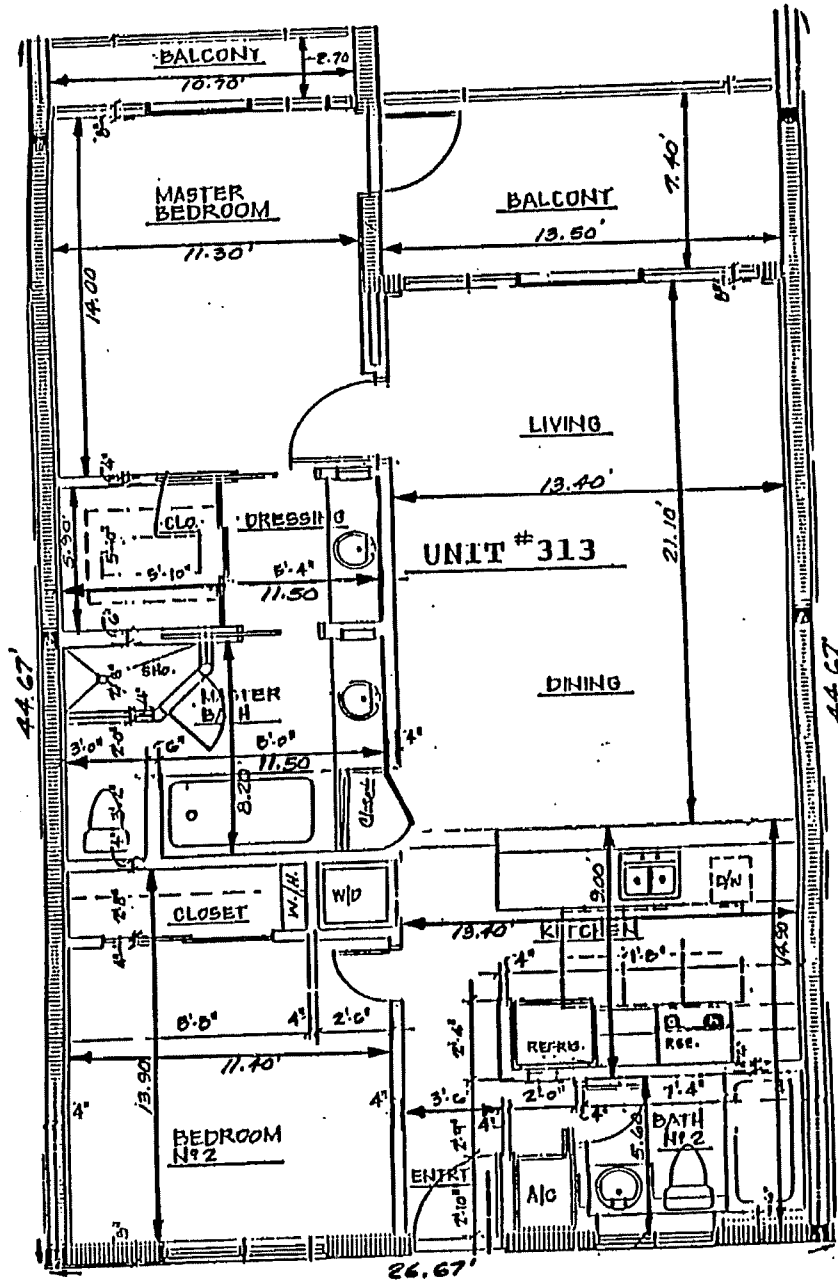
FINISH FLOOR ELEVATION = 25.02' N.G.V.D.

*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number 4490



**HARBOR INN #3**  
**The Moorings of Vero Beach**

**McQUEEN & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 589-1322  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980



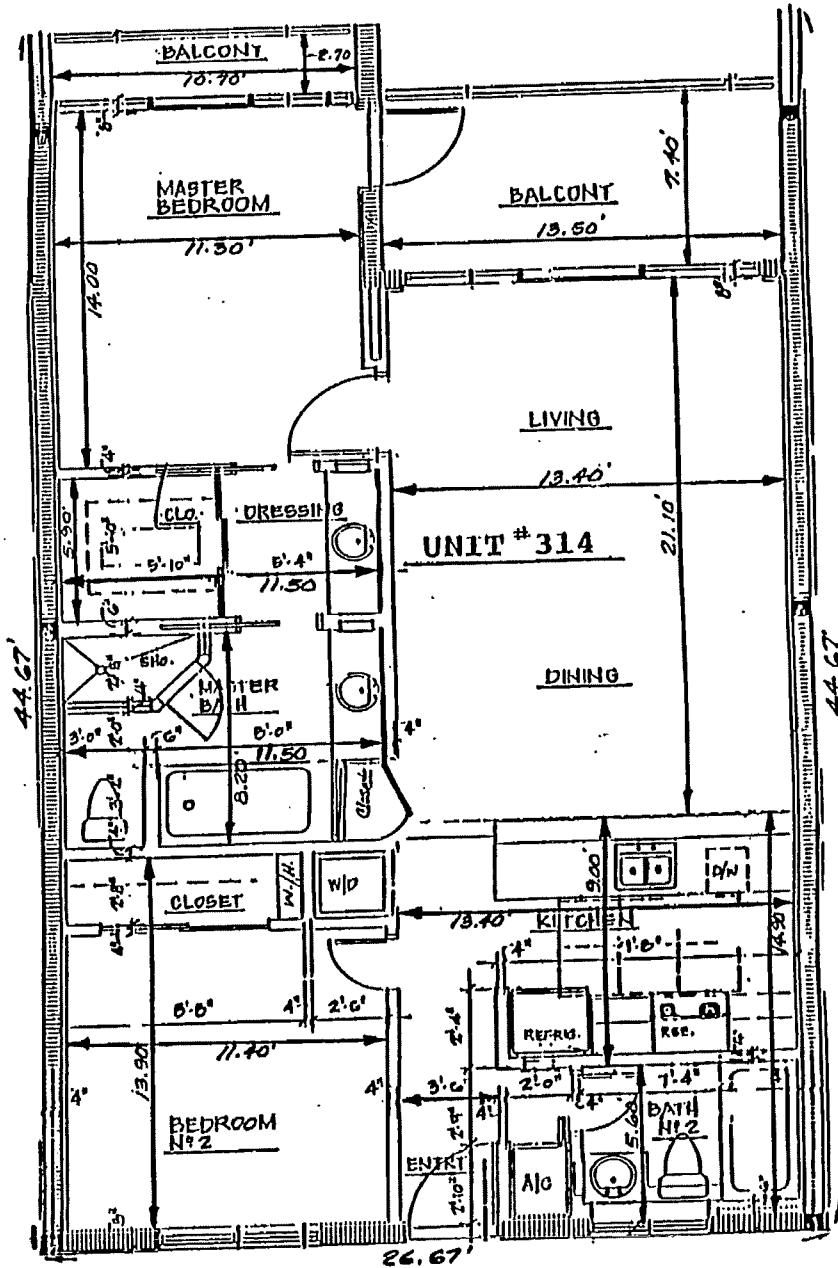
**FLOOR PLAN: UNIT # 313**

FINISH FLOOR ELEVATION = 25.02' N.G.V.D.

*Stuart A. Harkin 11/6/89*  
 Stuart A. Harkin, Florida Certification Number 4480

**HARBOR INN #3**  
**The Moorings of Vero Beach**

**McQUEEN & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS AND PLANNERS  
 (407) 569-1327  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980



**FLOOR PLAN: UNIT # 314**

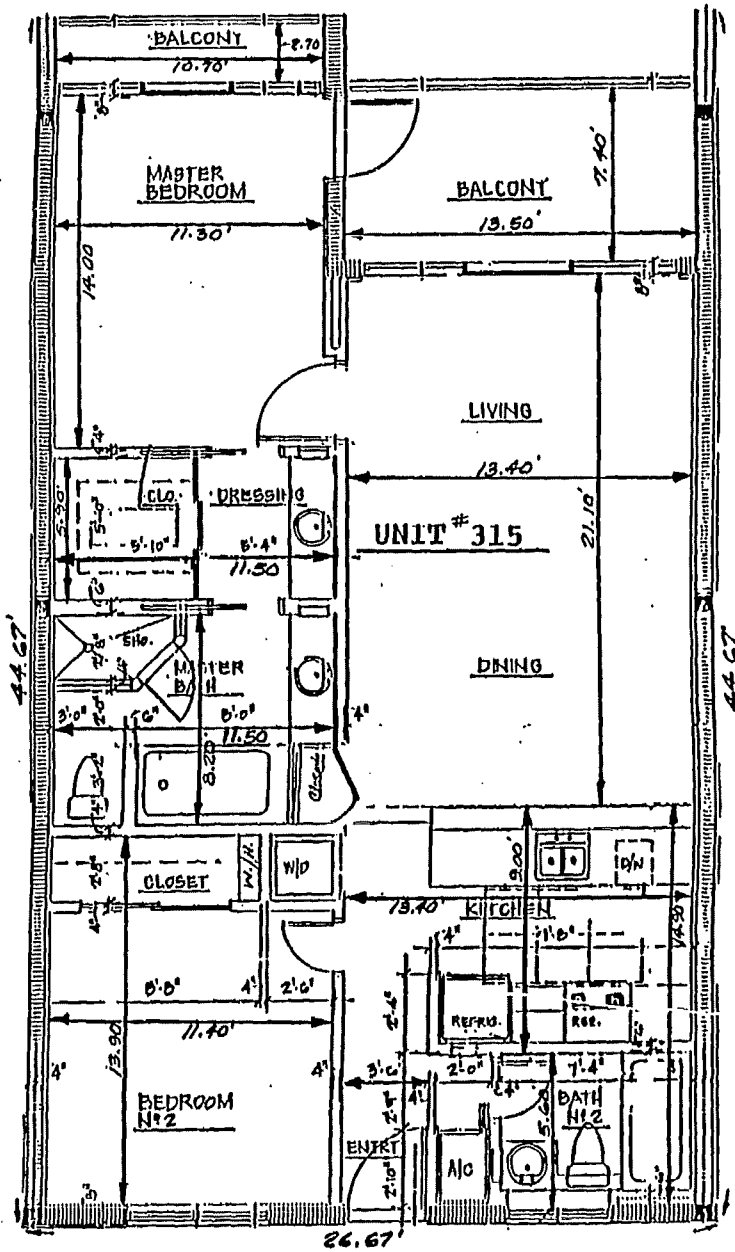
FINISH FLOOR ELEVATION = 25.02' N.G.V.D.

*Stuart A. Houston* 11/6/89  
 Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
 The Moorings of Vero Beach

McQUEEN & ASSOCIATES, INC.  
 ENGINEERS SURVEYORS LAND PLANNERS  
 (407) 589-1322  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960





**FLOOR PLAN: UNIT # 315**

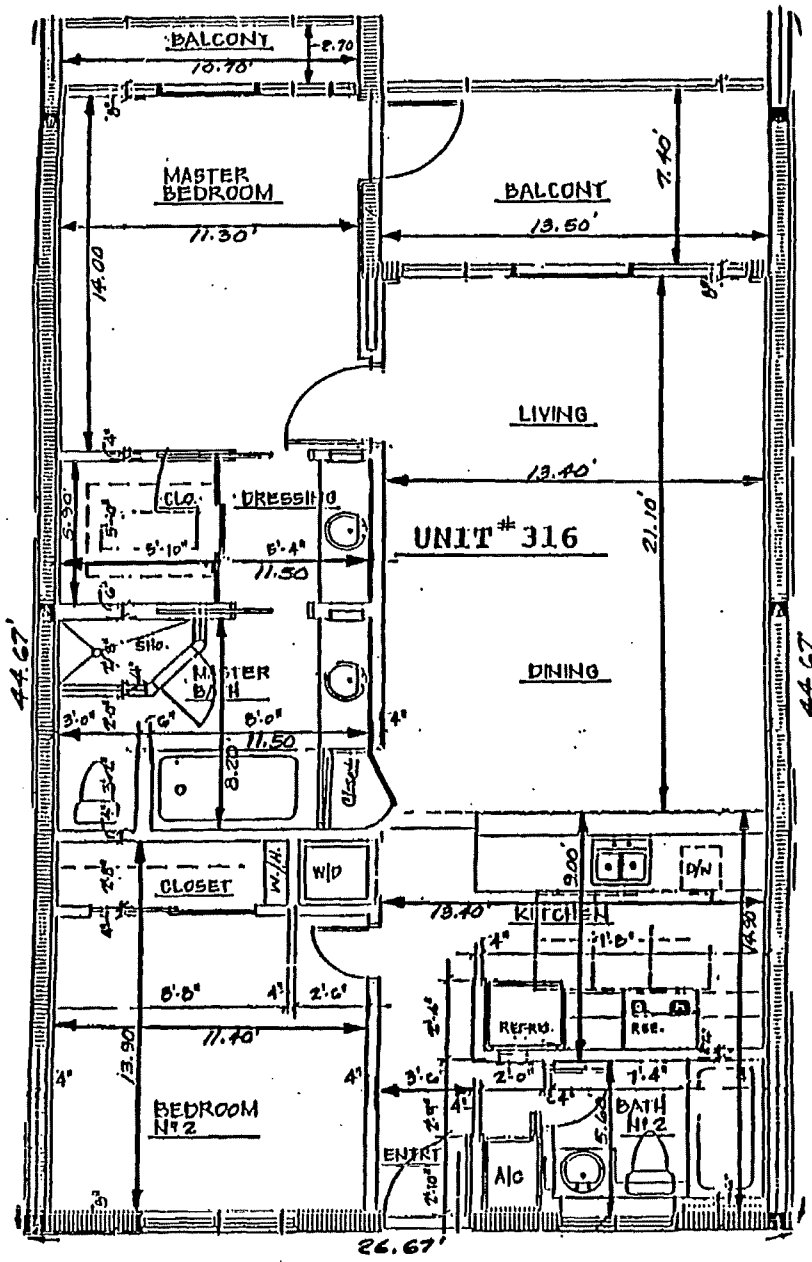
FINISH FLOOR ELEVATION = 25.02' N.G.V.D.

*Stuart A. Houston* 11/6/89

Stuart A. Houston, Florida Certified Number 4490

HARBOR INN #3  
The Moorings of Vero Beach

McQUEEN & ASSOCIATES, INC.  
ENGINEERS SURVEYORS LAND PLANNERS  
(407) 568-1322  
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960



**FLOOR PLAN: UNIT # 316**

FINISH FLOOR ELEVATION = 25.02' N.G.V.D.

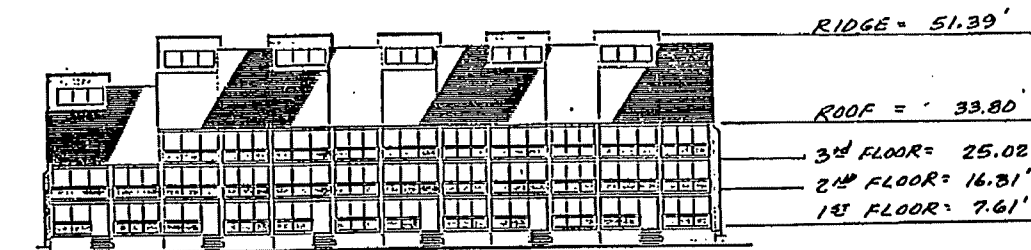
*Stuart A. Houston* 1/6/89  
 Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
 The Moorings of Vero Beach

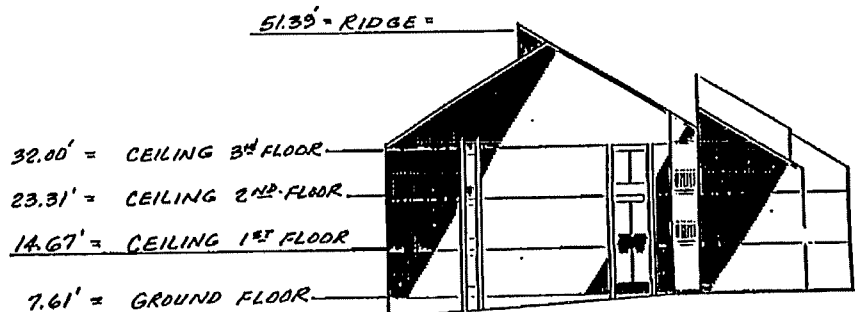
**McQUEEN & ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS AND PLANNERS  
 (407) 569-1322  
 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32900



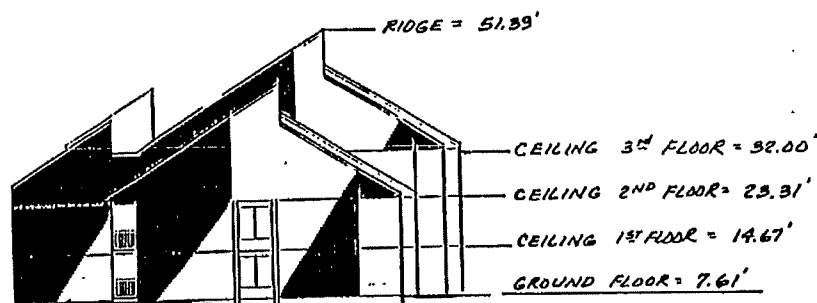
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

NOTE:

ELEVATIONS BASED ON N.G.V.D. DATUM, BENCH MARK = DEPT. OF NAT. RESOURCES, B.V. 08, 187, ELEVATION = 6.53'

ELEVATIONS - HARBOR INN #3

Stuart A. Houston, Florida Certification Number 4490

HARBOR INN #3  
The Moorings of Vero Beach

McQUEEN & ASSOCIATES, INC.  
ENGINEERS SURVEYORS LAND PLANNERS  
(407) 569-1322  
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960

# State of Florida



Department of State

542402

I certify that the attached is a true and correct copy of the Articles  
of Incorporation of HARBOR INN AT THE MOORINGS ASSOCIATION,  
INC.

a corporation organized under the Laws of the State of Florida,  
filed on January 3, 1986

The charter number for this corporation is N12849

FILED FOR RECORD  
PAGE AND PAGE ABOVE

88 MAR -8 PM 1:13

FREDA WRIGHT  
CLERK OF CIRCUIT COURT  
INDIAN RIVER CO., FLA.

BY Patti Redford D.C.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
3rd day of January, 1986.

George Firestone  
Secretary of State



WP-104 CER-101

24.00  
Copies  
5.00

call Dorothy Hudson 231-5144

O.R. 0815 PG 1559 O.R. 847 PG 0592

ARTICLES OF INCORPORATION

OF

HARBOR INN AT THE MOORINGS ASSOCIATION, INC.

(a Florida corporation not for profit)

1996 JAN -3 PM 3:07  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

ARTICLE I

The name of this corporation is: HARBOR INN AT THE MOORINGS ASSOCIATION, INC.

ARTICLE II

The purpose for which the corporation is organized is to act as the governing association of the condominium or condominiums as may be developed upon the following lands:

Lot 56, The Moorings, Unit 2, as recorded in Plat Book 8, Page 28, Public Records of Indian River County, Florida, all situate in Indian River County, Florida.

ARTICLE III

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a condominium unit in the Condominiums, shall by virtue of such ownership be a member of this corporation.

Until the Declaration of Condominium is recorded for one of the several condominiums described in Article II, the membership of the Association shall be comprised of the subscribers to these Articles of Incorporation.

ARTICLE IV

This corporation shall exist perpetually.

ARTICLE V

The names and residences of the subscribers to these Articles of Incorporation are as follows:



Dorothy A. Hudson  
2125 Windward Way  
Vero Beach, FL 32963

Ronald V. D'Haeseleer  
2125 Windward Way  
Vero Beach, FL 32963

ARTICLE IX

The Bylaws of the corporation are to be made, altered or rescinded as provided for in the Bylaws.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed and adopted at any regular or specially called meeting of the members of the association by a majority vote of all the members. Due notice of the meeting must have been given as provided for in the Bylaws.

ARTICLE XI

Each apartment in the condominium, or condominiums, shall have one full vote, which vote shall be cast by a designated owner as provided in the Declaration of Condominium of the said unit.

ARTICLE XII

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

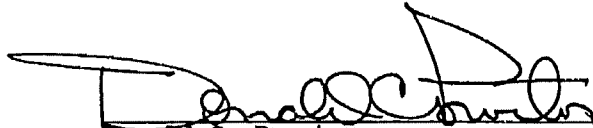
ARTICLE XIII


No part of the net earnings of this corporation shall inure to the benefit of any member of individual, except through the acquisition, construction, management, maintenance, or care of association property or through the rebate of the excess membership dues, fees, or assessments.

ARTICLE XIV

The registered office for this corporation shall be 2125 Windward Way, Vero Beach, Florida 32963. The registered agent for the association shall be Dorothy A. Hudson.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 2<sup>nd</sup> day of January, 1986.

  
Donald C. Proctor

  
David Page


  
Dorothy A. Hudson

  
Ronald V. D'Haeseleer

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgments in the State and County aforesaid, personally appeared DONALD C. PROCTOR, DAVID PAGE, DOROTHY A. HUDSON, and RONALD V. D'HAESELEER, KNOWN TO ME AND KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING Articles of Incorporation, and they acknowledged before me that they executed the same.

WITNESS my hand and seal this 2<sup>nd</sup> day of January, 1986.

  
Notary Public, State of Florida at Large. My commission expires:

2-5-89



O.R. 0815 PG 1563  
O.R. 847 PG 0596



4650  
5300  
Copies 10.00

AMENDED

BYLAWS

542403

OF

HARBOR INN AT THE MOORINGS ASSOCIATION, INC.

1. **IDENTITY** - These are the Bylaws of HARBOR INN AT THE MOORINGS ASSOCIATION, INC., a non-profit Florida corporation formed for the purpose of administering the condominium or condominiums established by The Moorings Harbor, Inc. (Developer) upon portions of lands owned by it described as:

Lot 56, The Moorings, Unit #2, as recorded in Plat Book 8, Page 28A, Public Records of Indian River County, Florida.

all located in Indian River County, Florida, which condominium or condominiums are to be known as HARBOR INN NORTH, HARBOR INN, #2 and HARBOR INN SOUTH, each being a Condominium. The corporation shall hereafter be referred to as the Association. There are portions of this lot in commercial development which will not be a part of these three condominiums.

(.1) **OFFICE** - The office of the Association shall be at 2125 Windward Way, Vero Beach, Florida, until transfer of Association control, whereupon the office may be located at such place agreed upon by the Board of Directors.

(.2) **FISCAL YEAR** - The fiscal year of the Association shall be the calendar year.

(.3) **SEAL** - The seal of the Association shall bear the name of the Association, the words "Florida", and "Corporation not for profit", together with the year of establishment.

2. **MEMBERS' MEETINGS** -

(.1) **ANNUAL MEMBERS' MEETINGS** shall be held at the Association office or at such other convenient location as may be determined by the Board of Directors, on the second Friday of January at 10:00 a.m. or such hour and upon such date each year as may be otherwise determined convenient by the Board, for the purpose of electing Directors and of transacting any business authorized to be transacted by the members.

(.2) **SPECIAL MEMBERS' MEETINGS** shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from ten (10) percent of the entire membership. As to the meeting required when unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the meeting may be called and notice given by any unit owner if the Association fails to do so.

(.3) **MEMBERS MEETINGS** shall be held whenever called by the President, Vice President, or a majority of the Board of Directors, and must be called by such officers upon receipt of the written request from 10% of the membership of the condominium. A meeting so called may only consider such items of interest to that particular condominium, including but not limited to, meetings not to include reserves in the budget of that condominium and material alterations of that condominium.

THIS INSTRUMENT PREPARED BY:  
DOROTHY A. HUDSON, ESQ.  
2125 WINDWARD WAY  
VERO BEACH, FL 32960

Call 231-5144

FILED FOR RECORD  
CLERK OF CIRCUIT COURT  
INDIAN RIVER COUNTY, FLA.  
BY *[Signature]* 00

03 MAR -8 PM 1:14

FILED FOR RECORD  
PAGE AND PAGE ABOVE

O.R. 0815 PG 1564 O.R. 847 PG 0597

(.4) NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail at least fourteen days (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

The Board of Administration shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered.

Notice of a special meeting to elect a director or directors from the unit owners other than the Developer is specified in Bylaws 3(.2)(D)(iii).

Notice of a special meeting called by the Board at the written request of ten (10) percent of the owners because of a budget exceeding 115% of that of the preceding year requires not less than ten days' written notice to each unit owner, and shall be held within 30 days.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage prepaid, not less than 10 days prior to the meeting. However, unit owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the Association or condominium to do so.

All notices of meetings shall state clearly and particularly the purpose or purposes of the meeting.

(.5) A QUORUM at members' meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of the meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may be law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

(.6) THE VOTE of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate of Voting Representative, signed by all owners of the unit, and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(.7) PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting, or adjournments thereof, as designated therein and must be filed with the Secretary before or at the appointed time of the meetings.

(.8) APPROVAL OR DISAPPROVAL of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(.9) ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the

members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

(.10) THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and as far as practical at all other members' meetings, shall be:

(a) Election of Chairman of the meeting, unless the President or Vice President of the Association is present, when he (or she) shall preside.

(b) Calling of the roll and certifying of proxies

(c) Proof of Notice of meeting or waiver of notice

(d) Reading and disposal of any unapproved minutes

(e) Reports of Directors

(f) Reports of Committees

(g) Election of Directors

(h) Unfinished Business

(i) New Business

(j) Adjournment

### 3. BOARD OF DIRECTORS -

(.1) MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of five (5) directors selected by the Developer. Boards elected subsequent to the time members other than the Developer are entitled to elect a majority of the Directors shall be composed of from three to seven Directors provided it be an odd number of Directors.

Directors, except those selected by the Developer, shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director as long as it holds at least 5% of the units for sale in the ordinary course of business.

(.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors, except those selected by the Developer, shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called for pursuant to Florida Statute 718.301.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors; provided, however, that any vacancy of the Developer's representative on the Board be filled by the Developer.

(c) Any Director, except those selected by the Developer, may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose, either by a majority of the Board of Directors, or by 10% of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) Transfer of Association control

(i) When unit owners other than the Developer own fifteen (15) percent or more of the units in the condominium ultimately the Association, the unit owners, other than the Developer, shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit owners, other than the Developer, shall be entitled to elect not less than a majority of the Board of Directors three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or 3 months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or when all of the units that will be operated ultimately the Association have been completed, and some of them have been sold, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

(ii) Within 60 days after unit owners, other than the Developer, are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than 30 or more than 40 days' notice of a meeting of the unit owners for this purpose.

(iii) Prior to, or not more than 60 days after unit owners, other than the Developer, elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, as specified in F.S. 718.301.(4).

(.3) THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. Provided, however, that in order to ensure a continuity of experience, the members at the first annual meeting after the Developer has relinquished control of the Association may vote to give up to one-half of the Board members terms of two years so that a system of staggered terms of two years so that a system of staggered terms will be initiated.

(.4) THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held within ten (10) days of the election, at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

(.5) REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time by a majority of the Directors, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

(.6) SPECIAL MEETING OF THE DIRECTORS may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

(.7) WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(.8) MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen, but not be heard or participate (unless a majority of the Directors consent thereto), and notice of meetings shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

(.9) A QUORUM AT DIRECTORS' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(.10) THE PRESIDING OFFICER at Director's meeting shall be the President of the Board, if such an officer has been elected and is present; and if not elected or present, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(.11) DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, Declaration or Declarations of Condominium, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to the following:

(.1) TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the condominium.

(.2) TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

(.3) THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

(.4) THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

(.5) TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

(.6) TO ENFORCE by legal means the provisions of applicable law, the condominium documents, the Bylaws of the Association, and the regulations for the use of the property in the condominium.

(.7) TO CONTRACT FOR MANAGEMENT of the condominium.

(.8) TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

(.9) TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.

(.10) TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the condominium and not billed to owners of individual units.

(.11) TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.

(.12) TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

(.13) TO ADOPT THE BUDGET of annual common expenses, provided that as long as the Developer is in control of the Board, the assessment shall not be greater than 115% of the prior fiscal year's assessment without approval of the majority of voting interests.

(.14) TO ADOPT UNIFORM STANDARDS for enclosure of portions of the unit exposed to the elements and visible from the exterior of the unit.

5. OFFICERS -

(.1) THE EXECUTIVE OFFICERS of the Association shall be President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except the President shall not also be the Secretary or Assistant Secretary.

(.2) THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation.

(.3) THE VICE PRESIDENT shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(.4) THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

(.5) THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

(.6) COMPENSATION -

(a) No compensation shall be paid the officers of the Association, but they shall be entitled to reimbursement for expenses reasonably incurred.

(b) The compensation of the employees of the Association shall be fixed by the Directors.

(c) This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominium.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS in the condominium or condominiums and of the Board of Directors shall be kept in a businesslike manner and these, plus records of all receipts and expenditures and all other records, shall be available for inspection by unit owners and Board members at all reasonable time.

7. FISCAL MANAGEMENT - shall be in accordance with the following provisions:

(.1) BUDGET

(a) A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Association, the condominium or condominiums including insurance, management fees, if any, and which shall include a reserve for capital expenditures and deferred maintenance. (See Subsection (i) below.) It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operation expenses previously incurred. Those expenses which pertain to the Association or the condominium in the project shall be assessed on a pro rata basis by the following formula:

$$\frac{1}{\text{Number of Units}} = \text{Share of expenses}$$

(i) Reserve accounts for capital expenditures and deferred maintenance shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

(ii) Members of an association may, by the percentage of votes set forth in Florida Statute 718.112, at a duly called meeting of the association, determine for a fiscal year to provide no reserves or reserves less adequate than required by this subsection.

(b) A copy of the proposed annual budget for the Association, and for each condominium in the project shall be mailed to the unit owners not less than thirty (30) days prior to a meeting of the owners of that condominium at which the budget will be considered, together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then, and in that event, the Directors shall have the authority to adopt a budget.

(c) The first budget shall be made by the Developer.

(.2) ASSESSMENTS - The shares of the unit owners of the common expenses shall be made payable quarterly, in advance, and shall become due on the first day of each quarter; January 1, April 1, July 1, and October 1. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expense previously incurred.

(.3) EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors, and the time of payment shall likewise be determined by them.

(.4) ASSESSMENT ROLL - The assessments for common expenses, according to the budget, shall be set forth upon a roll of the units in each condominium which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made other than the unit owner.

(.5) LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees, after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made per F.S. 718.116.

(.6) LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due, together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto, when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit.

(b) ALL TANGIBLE PERSONAL PROPERTY located in the unit except that such lien shall be subordinate to prior liens and security interests of record.

(c) COLLECTION -

(i) INTEREST: APPLICATION OF PAYMENTS - Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest rate allowed by law, not to exceed 28% per annum from the date due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

(ii) SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of 10% per annum, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. Per F.S.



718.116(5)(b) the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure.

(.7) OTHER LIENS - The Association shall have the authority to enforce and collect any other such lien rights as may be available to it in law or equity.

(.8) ACCOUNTS - All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(a) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all common expenses.

(b) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any.

(c) CONTINGENCY ACCOUNT - to which shall be credited all sums collected for contingencies and emergencies.

(.9) THE DEPOSITORY of the Association shall be such bank, or banks, or savings and loan institution in Florida as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

(.10) AN AUDIT, which need not be certified, of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member within thirty (30) days after its completion and delivery to the Directors, or at the annual meeting.

(.11) FIDELITY BONDS shall be required by the Board of Directors from all officers and employees of the Association and from any contractor who control or disburse funds of the Association. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

8. OWNERSHIP OF THE ASSOCIATION PROPERTY - Should be on a pro rata basis, each member's share based on the following formula:

$$\frac{1}{\text{Number of Units in All Condominiums in Project}} = \text{Share of Ownership of Association Property, Association Expenses, and Common Areas}$$

9. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Bylaws of the Association, or the Laws of the State of Florida.

10. BINDING ARBITRATION. Internal disputes arising from the operation of the condominium among unit owners, the Association, and their agents and assigns shall be submitted to voluntary binding arbitration. The Board of Directors shall select one arbitrator, the complaining party shall select the second arbitrator, with the two arbitrators selecting the third

arbitrator. Decisions reached by 2 of the 3 arbitrators shall be binding.

11. AMENDMENTS - Amendments to the Bylaws shall be proposed in the following manner:

(.1) NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(.2) A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the membership of the Board of Directors and sixty-six and two-thirds (66-2/3) percent of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

(.3) INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by ten (10) percent of the membership of the Association.

(.4) EFFECTIVE DATE - An amendment, when adopted, shall become effective only after being recorded according to law.

(.5) THESE BYLAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

(.6) PROPOSAL TO AMEND EXISTING BYLAWS shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder, rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW #\_\_\_ FOR PRESENT TEXT."

12. WEIGHT OF VOTES cast by members of the Association shall be one vote for each unit. Condominiums will be deemed added as set forth in the Declaration of Condominium.

The foregoing were adopted as the Bylaws of HARBOR INN AT THE MOORINGS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors.

CONSENT OF MORTGAGEE

INTERCONTINENTAL BANK, a Florida banking corporation, the owner and holder of a mortgage executed by THE MOORINGS HARBOR, INC., a Florida corporation, to INTERCONTINENTAL BANK, dated February 23, 1989, and recorded in Official Records Book 823, page 1944, in the public records of Indian River County, Florida, and covering the following described property to wit:

See Exhibit A

joins in and consents to the Declaration of Condominium of Harbor Inn, #3, a condominium dated the 19<sup>th</sup> day of October, 1989, covering the above-described property, but does not join in such Declaration with prejudice to its rights under its mortgage, and such joinder is not meant to include mortgagee as a developer in any way and mortgagee assumes no obligations of the developer through this Consent nor does any obligation of the developer attach to it.

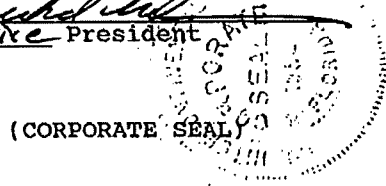
IN WITNESS WHEREOF said Mortgagee has caused this Consent of Mortgagee to be executed in its name and by its duly authorized officer, and has caused its corporate seal to be hereunto affixed this 12 day of October, 1989

Signed, sealed and delivered in the presence of:

Diana L. Pearce  
R. Rosalie Symonette

INTERCONTINENTAL BANK

By: [Signature]  
Vice President



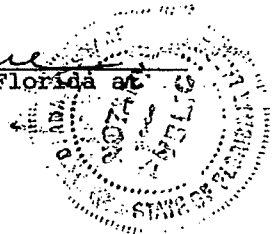
STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD D. NELSON, well known to me to be the Vice President of INTERCONTINENTAL BANK and he acknowledged executing the same for the purpose therein set forth in the presence of two subscribing witnesses freely and voluntarily under authority vested in him by said corporation and that the seal affixed thereto is the corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of October, 1989.

Diana L. Pearce  
NOTARY PUBLIC, State of Florida at  
Large.  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 8, 1991

My commission expires:



A portion of Lot 56, The Moorings, Unit II as recorded in Plat Book 8, Page 20 of the Public Records of Indian River County, Florida, being more particularly described as follows:

Comencing at the Southeasterly corner of Lot 60 of the aforementioned plat;

- thence, along the platted bulkhead line N 88° 55' 02" E, 148.47 feet to a point;
- thence, along the platted bulkhead line S 63° 15' 43" E, 61.17 feet to a point;
- thence, along the platted bulkhead line S 11° 12' 32" E, 100.00 feet to the Point of Beginning;
- thence, run on a line perpendicular to the platted bulkhead line N 78° 47' 28" E, 132.00 feet to a point;
- thence, run on a line parallel to the platted bulkhead line N 11° 12' 32" W, 10.00 feet to a point;
- thence, run on a line perpendicular to the platted bulkhead line N 78° 47' 28" E, 44.00 feet to a point;
- thence, run on a line parallel to the platted bulkhead line S 11° 12' 32" E, 10.00 feet to a point;
- thence, run on a line perpendicular to the platted bulkhead line N 78° 47' 28" E, 40.00 feet to a point on the West line of A-1-A;
- thence, run along the West right-of-way line of A-1-A S 11° 12' 32" E, 150.00 feet to a point;
- thence, run on a line perpendicular to the platted bulkhead line S 78° 47' 28" W, 216.00 feet to a point on the platted bulkhead line;
- thence, run along the platted bulkhead line N 11° 12' 32" W, 150.00 feet to the Point of Beginning.

EXHIBIT "A"

O.R. 847 PG 0608

A F F I D A V I T

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

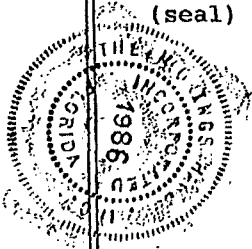
BEFORE ME, the undersigned authority, personally appeared DONALD C. PROCTOR, who, after first being duly sworn, deposes and says:

1. That he is employed by MOORINGS HARBOR, INC., a Florida corporation and was, at all times herein mentioned, its President.
2. That MOORINGS HARBOR, INC. developer of Harbor Inn #3, a condominium, same being recorded at Official Record Book 847, page 519, public records of Indian River County, Florida.
3. That sufficient number of contracts have been entered into to assure satisfactory condominium operation, thus satisfying the condition of paragraph 20 of the said Declaration of Condominium.

FURTHER AFFIANT SAYETH NOT.

MOORINGS HARBOR, INC.

(seal)

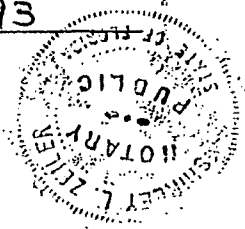


*Donald C. Proctor*  
 \_\_\_\_\_  
 DONALD C. PROCTOR  
 President

SWORN AND SUBSCRIBED before me in the County and State last aforesaid on this 25<sup>th</sup> day of October, 1989.

*Shirley L. Ziler*  
 \_\_\_\_\_  
 NOTARY PUBLIC, State of Florida  
 at Large. My Commission expires:

2-5-93



Dorothy A. Hudson  
 CHARTERED  
 ATTORNEY AT LAW  
 2125 WINDWARD WAY, SUITE 200  
 VERO BEACH, FLORIDA 32963

Exhibit E

Rec. \$6.00  
copy 1.00 12-27-89

628332

HARBOR INN #3, A CONDOMINIUM  
CORRECTORY AMENDMENT TO THE DECLARATION OF CONDOMINIUM

We, Donald C. Proctor, President, and David C. Page, Secretary, of MOORINGS HARBOR, INC., a Florida corporation, Developer of HARBOR INN #3, a Condominium located in Indian River County, Florida, pursuant to the Declaration of Condominium for HARBOR INN, #3, filed at Official Record Book 847, page 549 do hereby amend the aforesaid Declaration to correct the legal description found therein, as follows:

The Declaration of Condominium, Paragraph 1, SUBMISSION TO CONDOMINIUM, shall be changed to read:

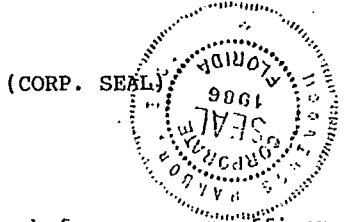
"The lands located in Indian River County, Florida, owned by Developer and as hereinafter described are by this Declaration submitted to the condominium form of ownership, and shall be known as HARBOR INN #3, a condominium:"

This amendment correcting the scrivener's error in the legal description and name of the Condominium to "Harbor Inn #3 in said Declaration, is made and adopted this 27<sup>th</sup> day of December, 1989.

MOORINGS HARBOR, INC.

By Donald C. Proctor  
Donald C. Proctor, President

Attest David C. Page  
David C. Page, Secretary

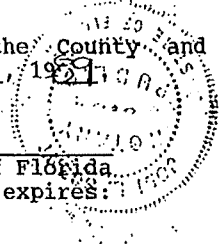


STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DONALD C. PROCTOR and DAVID C. PAGE, well known to me to be the President and Secretary, respectively, of MOORINGS HARBOR, INC. named in said instrument, and that they severally acknowledge executing the above freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal.

WITNESS my hand and official seal in the County and State last aforesaid this 27<sup>th</sup> day of Dec, 1989

David L. Scott  
Notary Public, State of Florida  
at Large. My commission expires: 11/20/90



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 20, 1990  
BONDED THROUGH ASHTON AGENCY INC

This Instrument Prepared By:  
Dorothy A. Hudson, Esquire

Return to:  
Dorothy A. Hudson  
CHARTERED  
ATTORNEY AT LAW  
2125 WINDWARD WAY, SUITE 200  
VERO BEACH, FLORIDA 32963

89 DEC 27 PM 2:53

BY D. Clark D.C.



HARBOR INN NORTH  
RULES AND REGULATIONS

PREMISES

1. Owners and/or tenants are responsible for any damage or defacing of property which they or their guests have caused.
2. No nuisances will be allowed on the common property or limited common property, nor any use or practice that is a source of annoyance to residents.

UNIT

1. In order to harmonize with the building exterior, all shades, blinds, draperies, and curtains hereafter installed will be white or off-white when viewed from the exterior side.
2. Personal property shall not be left outside units when no one is in residence.
3. Owners and/or tenants will not cause anything to be hung, displayed, or placed on the exterior walls, doors, or balconies. Clotheslines or similar devices, "For Rent" or "For Sale" signs are not allowed.
4. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or on the condominium premises.
5. No sign, advertisement, notice, object, awning, screen, plastic or glass enclosure shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the condominium premises visible from the exterior of the buildings or from common areas without the prior written consent of the Association to maintain uniformity of exterior appearance.
6. All common areas inside and outside the buildings will be used for their designed purposes and no articles belonging to unit owners shall be kept therein or thereon without the approval of the Association. Such areas shall at all times be kept free of obstruction.
7. Disposition of garbage and trash shall be only by use of receptacles approved by the Association.
8. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, stereos, singing and playing of musical instruments shall be regulated to sound levels that will not disturb others.
9. Owners of units, other than on the ground floor of the condominium, must use sound-deadening materials in the installation of floor tiles, parquet, or similar floor treatments.

MANAGER \*

1. When an Owner is not in residence, and he wishes a lessee(s) or guest(s) to use his Unit and all common facilities, the Owner shall give to the Manager, in writing, the names of his lessee(s) or guest(s), the length of stay in the Unit, and the time of their arrival and departure. If the Owner is in residence,

EXHIBIT O



oral notice to the Manager will be sufficient. Owners are responsible for advising their lessee(s), or guest(s) of the provisions of the Declaration of Condominium, and Rules and Regulations of Harbor Inn North and for their adherence thereto. Any violation of the rules by lessees or guests shall be the responsibility of the Owner.

2. The Manager shall, at all times, have a key to each Unit. No condominium Unit owner shall alter any lock nor install any new lock on any doors leading to his condominium Unit without the knowledge of the Manager. If the lock is changed, the Manager shall be provided with a key.

\* This section applies at such time as a manager is provided.

VEHICLES - PARKING

1. Owners and tenants must park in their assigned garage, except for visits of short duration to the unit.
2. Passenger automobiles that do not exceed the size of one parking space may be parked only in the areas provided for that purpose.
3. Commercial type vehicles, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, etc. are not to be parked on the condominium premises, except such vehicles as are owned by the owner or renter of the unit may be left in the garage space designated for the said unit.
4. Garage doors shall be kept closed whenever possible.
5. No inflammable materials shall be stored upon any portion of Condominium premises.

PETS

1. Usual household pets may be permitted on the condominium premises only with the advance written consent of the Board of Directors.
2. Pets shall not be allowed to run free. They must be kept on a lead, under proper control and walked off the condominium premises.
3. The owner of any pet causing or creating a continuing nuisance or unreasonable disturbance will be given no more than two warnings of disapproval of the pet's misconduct; after warning, should the disturbance continue, the offending pet will be permanently removed from the condominium premises upon three (3) day's written notice from the Board of Directors. Pets shall not be kept in units by guests or renters except when their period of occupancy is in excess of three (3) months, with permission, in writing, of the Board of Directors as described in #1 above.

SALE OR RENTAL

1. The rental or sale of units requires the approval of the Board of Directors.
2. The rental period for units in the condominium shall be for a minimum of one (1) day.

CHILDREN

1. There shall be no restriction as to the minimum age of children who may live in or visit the condominium. It is well recognized however, that children may become a source of annoyance to adults, particularly young children. For this reason, the activities and behavior of all children, when upon the condominium's premises shall be regulated by an adult, including physical supervision where necessary. The Directors, or their designated representative, shall at all times have the authority to reasonably require that the owner, lessee, guests or other adult who is responsible for a particular child to remove him from any common area if the child's conduct is such that they believe this action is necessary.

GENERAL

1. These rules and regulations shall apply equally to owners, their family, guests and lessees.

PREPARED BY AND RETURN TO:  
JAY STEVEN LEVINE, P.A.  
3300 PGA Boulevard, Suite 570  
Palm Beach Gardens, Florida 33410  
(561) 627-3585

1974133  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY FL  
BK: 2319 PG:1978, Page1 of 3  
02/11/2009 at 09:05 AM,

JEFFREY K BARTON, CLERK OF COURT

**CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM OF HARBOR INN NORTH A/K/A HARBOR INN, #1, A CONDOMINIUM, HARBOR INN, #2, A CONDOMINIUM AND HARBOR INN, #3, A CONDOMINIUM AND THE BY-LAWS OF HARBOR INN AT THE MOORINGS ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Condominium of Harbor Inn North a/k/a Harbor Inn, #1, a Condominium was recorded in Official Record Book 0792, at Page 0784, Public Records of Indian River County, Florida;

**WHEREAS**, the Declaration of Condominium of Harbor Inn, #2, a Condominium was recorded in Official Record Book 815, at Page 1540, Public Records of Indian River County, Florida;

**WHEREAS**, the Declaration of Condominium of Harbor Inn, #3, a Condominium was recorded in Official Record Book 847, at Page 0549, Public Records of Indian River County, Florida;

**WHEREAS**, pursuant to Section 14 of each Declaration, each Declaration may be amended by the approval of not less than 75% of the voting interests by the owners in each Condominium and the approval from a majority of the Board of Directors at a Board meeting;

**WHEREAS**, pursuant to Section 11.2 of the By-Laws, the By-Laws may be amended by the approval of a majority of the entire membership of the Board of Directors and by not less than 2/3 of the voting interests of the entire membership of the Association;

**WHEREAS**, at a Board meeting held Nov. 14, 2008, not less than a majority of the entire membership of the Board of Directors voted to approve of the amendments to the Declarations and By-Laws as set forth in Exhibit "1" to this certificate;

**WHEREAS**, at a membership meeting held on November 14, 2008, 75% of the voting interests of the owners in each Condominium approved of the proposed amendment to each Declaration and not less than 2/3 of the voting interests of all members of the Association did vote to approve of the amendment to the By-Laws in the particulars as set forth in Exhibit "1" to this certificate;

**WHEREAS**, the certificate of the amendment and Exhibit "1" shall be filed in the Public Records of Indian River County, Florida.



Exhibit "1"

**AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM OF HARBOR INN  
NORTH A/K/A HARBOR INN, #1, A CONDOMINIUM, HARBOR INN, #2, A  
CONDOMINIUM AND HARBOR INN, #3, A CONDOMINIUM AND THE BY-LAWS OF  
HARBOR INN AT THE MOORINGS ASSOCIATION, INC.**

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

---

**I. Declarations of Condominium**

1. **Section 5.1(5) of each Declaration of Condominium shall be amended to read as follows:**

"I. COMMON ELEMENTS --

(5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the declaration. The existing plywood siding may be replaced with a pre-finished Hardi board lap siding, with horizontal slats, with a color which is substantially similar to that which exists on the date of this amendment."

**II. By-Laws**

2. **Section 7.3 of the By-Laws shall be amended to read as follows:**

"(3) EMERGENCY SPECIAL ASSESSMENTS -- Assessments for the proper expenses of emergencies which cannot be paid from the ~~contingency account shall~~ may be made only by the Board of Directors, and the time of payment shall likewise be determined by them."

This instrument was prepared by  
LANCE D. CLOUSE, Esquire  
BECKER & POLIAKOFF, P.A.  
625 N. FLAGLER DRIVE, 7TH FLOOR  
WEST PALM BEACH, FL 33401

2242994  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY FL  
BK: 2612 PG:826, Page 1 of 3  
10/08/2012 at 10:21 AM,

JEFFREY R SMITH, CLERK OF COURT

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATIONS OF CONDOMINIUM  
ESTABLISHING  
HARBOR INN, NORTH (A CONDOMINIUM) AND  
HARBOR INN, #2 (A CONDOMINIUM)**

WHEREAS, the Declaration of Condominium for Harbor Inn North, a Condominium, was recorded in Official Records Book 792, commencing at Page 784 of the Public Records of Indian River County, Florida; and

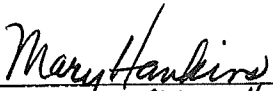
WHEREAS, the Declaration of Condominium for Harbor Inn #2, a Condominium, was recorded in Official Records Book 815, commencing at Page 1540 of the Public Records of Indian River County, Florida; and

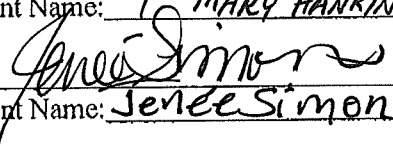
WHEREAS, at the Special Meeting of the Association held on August 23, 2012, the Members approved, by a vote in excess of that required by the Declarations for each condominium (collectively the "Declarations"), the amendments to each of the respective declarations as attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the above referenced Declarations were amended as attached hereto and are hereby recorded in the public records of Indian River County, Florida herewith.

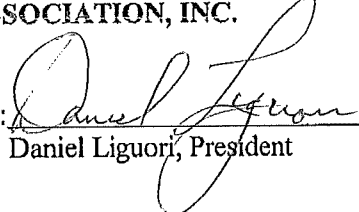
IN WITNESS WHEREOF, we have affixed our hands this 13<sup>th</sup> day of September 2012, in Vero Beach, Indian River County, Florida.

**WITNESSES:**

  
Print Name: MARY HANKINS

  
Print Name: Jenee Simons

**HARBOR INN AT THE MOORINGS  
ASSOCIATION, INC.**

By:   
Daniel Liguori, President

STATE OF FLORIDA )  
 )  
COUNTY OF INDIAN RIVER )

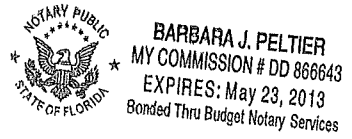
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2012, by Daniel Liguori, as President of Harbor Inn at the Moorings Association, Inc., a Florida not-for-profit corporation.

Personally Known  - OR - NOTARY PUBLIC, STATE OF FLORIDA  
Produced Identification

\_\_\_\_\_  
Type of Identification

Barbara J. Peltier  
Print Name: BARBARA J PELTIER  
My Commission Expires: 5-23-13

ACTIVE: 3792849\_3



AMENDMENT  
TO THE  
DECLARATIONS OF CONDOMINIUM  
ESTABLISHING  
HARBOR INN, NORTH (A CONDOMINIUM) AND  
HARBOR INN, #2 (A CONDOMINIUM)

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

1. **Proposed Amendment to Article 14, AMENDMENTS, Section C, CORRECTORY AMENDMENT, of each of the Declarations of Condominium, as set forth below:**

14. AMENDMENTS - Amendments to ~~any~~ of the Declaration of Condominium ~~condominium documents~~ shall be in accordance with the following:

\* \* \*

C. ~~CORRECTORY~~ CORRECTIVE AMENDMENT: Whenever it shall appear that there is a defect, error or omission in any amendment to of the condominium documents, ~~amendment of~~ which will not materially adversely affect the property rights of unit owners, ~~a fifty-one (51%) vote of the owners shall be the required percentage~~ a majority vote of the Board will be required, or the procedure set forth in F.S. 718.110(5) may be utilized.

ACTIVE: 4104314\_1



This instrument was prepared by  
LANCE D. CLOUSE, Esquire  
BECKER & POLIAKOFF, P.A.  
625 N. FLAGLER DRIVE, 7TH FLOOR  
WEST PALM BEACH, FL 33401

2242995  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY FL  
BK: 2612 PG:828, Page1 of 3  
10/08/2012 at 10:21 AM,

JEFFREY R SMITH, CLERK OF COURT

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATIONS OF CONDOMINIUM  
ESTABLISHING  
HARBOR INN, NORTH (A CONDOMINIUM)  
HARBOR INN, #2 (A CONDOMINIUM) AND  
HARBOR INN, #3 (A CONDOMINIUM)**

WHEREAS, the Declaration of Condominium for Harbor Inn North, a Condominium, was recorded in Official Records Book 792, commencing at Page 784 of the Public Records of Indian River County, Florida; and

WHEREAS, the Declaration of Condominium for Harbor Inn #2, a Condominium, was recorded in Official Records Book 815, commencing at Page 1540 of the Public Records of Indian River County, Florida; and

WHEREAS, the Declaration of Condominium for Harbor Inn #3 a Condominium, was recorded in Official Records Book 847, commencing at Page 549 of the Public Records of Indian River County, Florida; and


WHEREAS, at the Special Meeting of the Association held on August 23, 2012, the Members approved, by a vote in excess of that required by the Declarations for each condominium (collectively the "Declarations"), the amendments to each of the respective declarations as attached hereto;

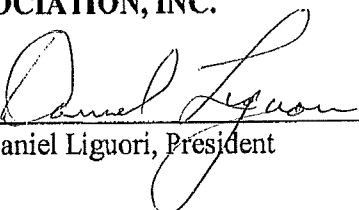
NOW, THEREFORE, BE IT RESOLVED that the above referenced Declarations were amended as attached hereto and are hereby recorded in the public records of Indian River County, Florida herewith.

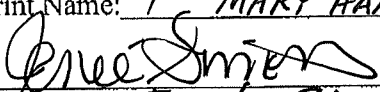
IN WITNESS WHEREOF, we have affixed our hands this 13<sup>th</sup> day of September 2012, in Vero Beach, Indian River County, Florida.

**WITNESSES:**

**HARBOR INN AT THE MOORINGS  
ASSOCIATION, INC.**

  
Print Name: MARY HANKINS

By:   
Daniel Liguori, President

  
Print Name: Jenee Simons

STATE OF FLORIDA )  
 )  
COUNTY OF INDIAN RIVER )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2012, by Daniel Liguori, as President of Harbor Inn at the Moorings Association, Inc., a Florida not-for-profit corporation.

Personally Known ✓ - OR -  
Produced Identification     

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Type of Identification

Barbara J. Peltier  
Print Name: BARBARA J. PELTIER  
My Commission Expires: 5-23-13

ACTIVE: 4104364\_2



BARBARA J. PELTIER  
MY COMMISSION # DD 866643  
EXPIRES: May 23, 2013  
Bonded Thru Budget Notary Services

**AMENDMENTS  
TO THE DECLARATIONS OF CONDOMINIUM  
ESTABLISHING  
HARBOR INN, NORTH (A CONDOMINIUM)  
HARBOR INN, #2 (A CONDOMINIUM) AND  
HARBOR INN, #3 (A CONDOMINIUM)**

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

1. **Amendment to Article 8, INSURANCE, Section A., AUTHORITY TO PURCHASE, of each of the Declarations of Condominium, as set forth below:**

A. ~~AUTHORITY TO PURCHASE~~ -- Except Builders Risk and other required insurance furnished by developer during construction, all insurance policies (except as hereinafter allowed) shall be purchased by the association, for itself and as agent for the owners and their mortgagees as their interest may appear. Upon the effective date of this amendment, pursuant to Section 718.111(11)(g)3., Florida Statutes, the association and its membership have elected to operate the three separate condominiums operated by the association as a single condominium for purposes of insurance matters, including, but not limited to, the purchase of property insurance and the apportionment of deductibles and damages in excess of coverage.

2. **Amendment to Article 10, USE RESTRICTIONS, Section C, REGULATIONS, of each of the Declarations of Condominium, as set forth below:**

C. ~~REGULATIONS~~ -- Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by ~~a seventy-five (75%) vote~~ the approval of no less than sixty-two percent (62%) of the entire membership of the association. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended rule or regulations may be enforced prior to approval by the owners.

3. **Amendment to Article 14, AMENDMENTS, Section D, REGULAR AMENDMENTS, of each of the Declarations of Condominium, as set forth below:**

14. ~~AMENDMENTS~~ -- Amendments to ~~any of the Declaration of Condominium condominium documents~~ shall be in accordance with the following:

\* \* \*

D. ~~REGULAR AMENDMENTS~~ -- An amendment, which does not change the configuration or size of any condominium unit or appurtenances in a fashion which materially adversely affects the property rights of owners, may be enacted by ~~a seventy-five percent (75%) vote~~ the approval of no less than sixty-two percent (62%) of the entire membership of the association.

\* \* \* \*

ACTIVE: 3661300\_6

LANCE D. CLOUSE, ESQ.  
BECKER & POLIAKOFF, P.A.  
BANK OF AMERICA CENTRE • 625 N. FLAGLER DRIVE, 7TH FLOOR • WEST PALM BEACH, FL 33401  
TELEPHONE (561) 655-5444