

AMENDED
DECLARATION OF CONDOMINIUM
OF

o Fee \$ 9150 DOUGLAS DIXON
 o Fee \$ _____ ST. LUCIE COUNTY
 o Tax \$ _____ Clerk of Circuit Court
 o Tax \$ _____ By CS OCEAN HARBOUR SOUTH, A CONDOMINIUM
 _____ Deputy Clerk ST. LUCIE COUNTY, FLORIDA
 Total \$ 9150

TABLE OF CONTENTS

	<u>Section</u>
PURPOSE	1
NAME AND ADDRESS	2
THE LAND	3
DEFINITIONS	4
Apartment	4.1
Apartment Owner	4.2
Assessment	4.3
Association	4.4
Association Property	4.5
By-Laws	4.6
Common Elements	4.7
Common Expenses	4.8
Administration	4.8(a)
Insurance, maintenance	4.8(b)
Utilities, operation	4.8(c)
Declared common expenses	4.8(d)
Professional or management	4.8(e)
Valid charges	4.8(f)
Statute charges	4.8(g)
Acquisition charges	4.8(h)
RECREATIONAL AND COMMON USE PROPERTY	5
Common Use Properties	5.1
Use of properties	5.1(a)
Water and sewer service	5.1(b)
Survey and Plot Plans	5.2
Easements	5.3
Easement reservations	5.3(a)
Pedestrian right of way easements	5.3(b)
Tennis Court easements	5.3(c)
Improvements - General Description	5.4
Apartment Building	5.4(a)
Other Improvements	5.4(b)
Apartment Boundaries	5.5
Upper and Lower	5.5(a)
Perimetrical	5.5(b)
Exterior building walls	5.5(b)(1)
Interior building walls	5.5(b)(2)
Separating walls	5.5(b)(2)(i)
Thickness of walls	5.5(b)(2)(ii)
Nonintersecting walls	5.5(b)(2)(iii)
Diametrically opposite walls	5.5(b)(2)(iv)
Common Elements	5.6
OWNERSHIP OF COMMON ELEMENTS	6
COMMON EXPENSES AND COMMON SURPLUS	7
MAINTENANCE, ALTERATION AND IMPROVEMENT	8
Apartments	8.1
By the Association	8.1(a)
Support and outside surface walls	8.1(a)(1)
Conduits, ducts within apartment maintained by Association	8.1(a)(2)
Conduits, ducts within apartment maintained by apartment owners	8.1(a)(3)

By the Apartment Owners	8.1(b)
Maintenance within the apartment	8.1(b) (1)
Maintenance on exterior of apartment	8.1(b) (2)
Maintenance reports to Association	8.1(b) (3)
Insurance Proceeds	8.1(c)
Common Elements	8.2
By the Association	8.2(a)
Alterations and Improvement	8.2(b)
ASSESSMENTS	9
Share of Common Expense	9.1
Interest; Application of Payments	9.2
Lien of Assessments	9.3
Collections and Foreclosure	9.4
Liability of Mortgagee, Lienor or	
Judicial Sale Purchaser for Assessments	9.5
Assignment of Claim and Lien Rights	9.6
ASSOCIATION	10
Articles of Incorporation	10.1
The By-Laws	10.2
Limitation Upon Liability of Association	10.3
Restraint upon Assignment of Shares	
in Assets	10.4
INSURANCE	11
Authority to Purchase; Named Insured	11.1
Coverage	11.2
Casualty	11.2(a)
Loss or damage by fire	11.2(a) (1)
Other risks	11.2(a) (2)
Items included in coverage	11.2(a) (3)
Sugrogation	11.2(a) (3) (i)
Prorata clause	11.2(a) (3) (ii)
Avoid liability	11.2(a) (3) (iii)
Public liability	11.2(b)
Workmen's Compensation	11.2(c)
Other insurance	11.2(d)
Definition of building contained in policy	11.2(e)
Premiums	11.3
Insurance Trustee; Share of Proceeds	11.4
Common Elements	11.4(a)
Apartments	11.4(b)
Mortgages	11.4(c)
Distribution of Proceeds	11.5
Expense of the Trust	11.5(a)
Reconstruction or Repair	11.5(b)
Failure to Reconstruct or Repair	11.5(c)
Certificate	11.5(d)
Association as Agent	11.6
RECONSTRUCTION OR REPAIR AFTER CASUALTY	12
Determination to Reconstruct or Repair	12.1
Common Elements	12.1(a)
Apartments	12.1(b)
Lesser Damage	12.1(b) (1)
Major Damage	12.1(b) (2)
Certificate	12.1(c)
Plans and Specifications	12.2
Responsibility	12.3
Estimates of Costs	12.4
Assessments	12.5
Construction Funds	12.6
Association	12.6(a)
Insurance Trustee	12.6(b)
Association - Lesser Damage	12.6(b) (1)
Association - Major Damage	12.6(b) (2)
Apartment Owner	12.6(b) (3)
Surplus	12.6(b) (4)
Certificates	12.6(b) (5)
USE RESTRICTIONS	13

Apartment	13.1
Common Element	13.2
Nuisance	13.3
Lawful Use	13.4
Leasing	13.5
Rules and Regulations	13.6
MAINTENANCE OF COMMUNITY INTERESTS	14
Transfer Subject to Approval	14.1
Sale	14.1(a)
Lease	14.1(b)
Gift	14.1(c)
Devise of Inheritance	14.1(d)
Other Transfers	14.1(e)
Reasonable fee for transfer	14.1(f)
Approval by Association	14.2
Notice to Association	14.2(a)
Sale	14.2(a)(1)
Lease	14.2(a)(2)
Gift; Devise or Inheritance; Other transfers	14.2(a)(3)
Disapproval by Association	14.3
Sale	14.3(a)
Arbitration on price	14.3(a)(1)
Cash purchase	14.3(a)(2)
Closing	14.3(a)(3)
Approval by default	14.3(a)(4)
Lease	14.3(b)
Gifts; Devise or Inheritance; Other Transfers	14.3(c)
Sale price	14.3(c)(1)
Cash purchase	14.3(c)(2)
Closing	14.3(c)(3)
Approval by default	14.3(c)(4)
Exceptions	14.4
Unauthorized Transaction	14.56
COMPLIANCE AND DEFAULT	15
Increase in Insurance Premium	15.1
Costs and Attorneys' Fees	15.2
No Waiver of Rights	15.3
Fines for Violations	15.4
AMENDMENTS	16
Notice	16.1
Adoption	16.2
Proviso	16.3
TERMINATION	17
SEVERABILITY	18

AMENDED DECLARATION OF CONDOMINIUM OF
OCEAN HARBOUR SOUTH, A CONDOMINIUM
ST. LUCIE COUNTY, FLORIDA

1. PURPOSE. The purpose of this Amended Declaration is to continue the purposes of the Declaration as originally recorded by the Developer, re-submitting the lands as originally described and the improvements on such land to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, 1987, as amended, hereinafter called "The Condominium Act".

2. NAME AND ADDRESS. The name by which this condominium is to be identified is OCEAN HARBOUR SOUTH, A CONDOMINIUM, and its mailing address is 4230 North State Road 1A, Ft. Pierce, Florida, 34949, hereinafter called "The Condominium".

3. THE LAND. The lands formerly owned by the Developer, which by the Declaration of Condominium for OCEAN HARBOUR SOUTH, A CONDOMINIUM, were submitted to condominium form of ownership, are located in St. Lucie County, Florida, as described in the Declaration of Condominium as originally recorded at Official Records Book 334, page 499, St. Lucie County public records.

4. DEFINITIONS. The terms used in this Declaration, its Exhibits and all Amendments thereto shall have the meaning stated in The Condominium Act, (Section 718, Florida Statutes, 1985, and as amended) and as follows.

4.1 Apartment means unit as defined by the Condominium Act.

4.2 Apartment Owner means unit owner, as defined by the Condominium Act.

4.3 Assessment means a share of the funds required for the payment of common expenses, as defined in Florida Statute 718, as amended, or as specified in this Declaration, which from time to time are assessed against the unit owners.

4.4 Association means OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

4.5 Association Property. Association property means that property real and personal, in which title or ownership is or shall be vested in the Association for the use and benefit of the unit owners and is not a part of the common elements.

4.6 By-Laws means the By-Laws of the Association existing from time to time.

4.7 Common Elements means the portions of the condominium property not included in the apartment.

4.8 Common Expenses include:

(a) Expenses of administration;

(b) Expenses of utilities, insurance, maintenance, operation, repair, replacement, or betterment of the common elements and of the portions of the apartments to be maintained by the Association;

(c) Expenses of utilities, insurance, maintenance, operation, repair, replacements or betterment of Association property or facilities that are shared with other condominiums in the OCEAN HARBOUR SOUTH complex, which may be owned, operated, leased or maintained by the Association, or by Ocean Harbour South Utility Corporation, Inc.;

(d) Expenses declared common expenses by provisions of this Declaration or by the Amended By-Laws of the Association;

(e) Any reasonable legal, accounting, professional, maintenance, or other professional or management fees, as deemed appropriate by the Board of Directors from time to time.

(f) Any valid charge against the condominium property as a whole.

(g) Any expenses approved by the unit owners and authorized by Florida Statute 718.

(h) Expenses for the acquisition and maintenance of real and personal property.

4.9 Common Surplus means the excess of all receipts of the Association over the common expenses.

4.10 Condominium means that form of ownership of property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

4.11 Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

4.12 Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, mortgage bank, mortgage banker, union pension fund, or other such institutions or agencies, private or public, in the business of providing mortgage financing, an agency of the United States Government or any lender, institutional or otherwise, which has loaned funds for the construction of the condominium or for the purchase of any unit.

4.13 Singular, Plural, Gender. Whenever the context so permits, the use of plural will include the singular, the use of the singular will include the plural, and the use of any gender will be deemed to include all genders.

5. RECREATIONAL AND COMMON USE PROPERTY.

5.1 OCEAN HARBOUR SOUTH, A CONDOMINIUM, includes certain common elements which improvement, among other things, consists of landscaping, automobile parking areas, swimming pool, tennis court and other facilities located substantially as shown on the drawing attached as Exhibit "A-2".

(a) The common elements are shown on Exhibit "A-2" OCEAN HARBOUR SOUTH, A CONDOMINIUM, as recorded at Official Records Book 374, page 526, St. Lucie County, public records, further declares and covenants that said common elements shall at all times be open and useable by the apartment owners and their guest and lessees of condominium units in OCEAN HARBOUR SOUTH, A CONDOMINIUM. OCEAN HARBOUR SOUTH, A CONDOMINIUM, further declares that this covenant shall run with the land and shall be enforceable by the County of St. Lucie, State of Florida.

(b) Sewer service is furnished by OCEAN HARBOUR SOUTH UTILITIES CORPORATION, a Florida not for profit corporation, which also supplies water and sewer services to the unit owners of the property described in Exhibit "A-5" to the original Declaration, and other properties owned or developed by the Developer.

5.2 Survey and Plot Plans. A legal description of the

land, a survey of the land and the common elements on the land, plot plans showing location and dimensions of each apartment and of the common elements are attached as Exhibit "A-1" through "A-4" to the Declaration as originally recorded. For the purpose of identification, all apartments in the buildings located on said land are given identifying letter and number combinations and no apartment bears the same identifying letter and number as does any other apartment.

5.3 Easements.

(a) Easements are reserved through the condominium property, as shown in the Exhibits, in order to adequately serve this condominium, which shall be established and constructed substantially as shown on the Exhibit "A-2"; however, such easements as may exist or may be required to an apartment will be only according to the plans and specifications for the apartment building or as the building is constructed. As to all easements, there is reserved to the Association, its agents, successors or assigns and to the apartment owners their agents, heirs or assigns, the right of ingress and access to such an extent as may be necessary or required for full use, enjoyment, maintenance or repair of said easement or any improvements using or located thereon.

(b) There is hereby granted a pedestrian right of way easement over and upon the common easements of OCEAN HARBOUR SOUTH, A CONDOMINIUM, for the use, enjoyment and benefit and perpetuity of any and all owners of the property described in Exhibit "A-5" for purposes of ingress and egress, by foot only, to the waters and beachfront of the Atlantic Ocean.

(c) There is hereby granted an easement for the use and enjoyment of the tennis courts on the West side of the State Road 1A to all owners of the property described in Exhibit "A-5" to this Declaration, and said owners shall bear their prorata (per unit share) of the cost of maintenance and repair of said tennis courts, as may be established from time to time by the Association.

5.4 Improvements - General Description.

(a) Apartment Building. The condominium includes two apartment buildings. Each building consists of twelve (12) floors and contains apartments and common elements.

(b) Other Improvements. The condominium includes grounds, landscaping, automobile parking areas, and other facilities located substantially as shown upon the plans and which are part of the common elements.

5.5 Apartment Boundaries. Each apartment will include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the apartments will be the following boundaries, extended to an intersection with the perimetrical boundaries.

(1) Upper Boundary (first through eleventh floor apartments) - The horizontal plane of the lower surfaces of the ceiling slab;

(2) Upper Boundary (twelfth floor apartments) - The horizontal plane of the upper surfaces of the floor slab.

(b) Perimetrical Boundaries. The perimetrical boundaries of the apartments will be the following boundaries, extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon; and when there is attached to the building a balcony, porch, stairway or the portion of the building serving only the apartment being bounded, such boundaries will be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center lines of walls bounding an apartment extended to intersection with other perimetrical boundaries, with the following exceptions:

(i) If interior building walls separate apartments from common elements, the perimetrical boundaries as to such walls will be the intersecting vertical planes adjacent to and including the surfaces thereof facing the common elements.

(ii) If walls between apartments are of varying thickness, or about a column or shaft, the plane of the center line of a bounding wall will be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(iii) If walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall will be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary will thence run at right angle to the plane of the center line of the thicker wall.

(iv) If exterior faces of apartment walls are diametrically opposite from each other, the perimetrical boundary of such apartments will proceed through the intersection of such walls at an angle of forty-five (45) degrees from exterior face to exterior face.

5.6 Common Elements. The common elements of the condominium consist of the land and all other parts of the condominium property not within the apartments, including but not limited to service rooms, and all tangible personal property which is used in the maintenance and operation of the condominium.

6. OWNERSHIP OF COMMON ELEMENTS.

There will be an equal undivided 1/192nd share in the common elements appurtenant to each apartment of the condominium.

The fee title to each apartment will include both the apartment and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective apartment, even though the description in the instrument of conveyance or encumbrances may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in the common elements appurtenant to each apartment will be null and void.

7. COMMON EXPENSES AND COMMON SURPLUS. The common expenses of the condominium will be shared by the apartment owners in equal shares regardless of the purchase price of the apartments or their location.

Any common surplus of the Association will be owned by the unit owners in the same proportions as their interest in the common elements.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvements will be as follows:

8.1 Apartments.

(a) By the Association. The Association will maintain, repair and replace:

(1) All portions of apartments contributing to the support of the apartment building, the surfaces of the outside walls of the apartment building, the surfaces of interior building walls facing common elements, the outside surfaces of said doors, the outside windows of apartments, and all materials enclosing the floor areas of apartments other than walls, doors and windows. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owners.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, except electrical switches, electrical outlets, light bulbs, appliances, bathroom fixtures, kitchen fixtures and similar equipment, contained within or attached to the portions of the apartments to be maintained by the Association. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services and all fixtures and equipment contained within portions of the apartments to be maintained by the apartment owners, if necessary to properly furnish utility services to parts of the condominium other than the apartment within which they are contained. Such will be done at the expense of the owner of the apartment where the work is done.

(4) Notwithstanding any other provision, the responsibility of the Association shall be limited to maintenance and repair as set out in this Declaration and the Association shall have no further liability for any incidental or consequential damage to the interior of any unit, regardless of the cause of such damage.

(b) By the Apartment Owners. The responsibility of the apartment owners will be as follows:

(1) To maintain, repair, and replace all portions of apartment and the fixtures and equipment contained within apartments, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or the surfaces of the interior buildings walls facing common elements without prior written approval of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(c) Insurance Proceeds. The liability of the Association and apartment owners for maintenance, repair and replacements, as aforesaid will be reduced to the extent by which such expenses are met by the proceeds of insurance carried by the Association.

8.2 Common Elements.

(a) By the Association. The maintenance, repair, replacement and operation of the common elements will be the responsibility of the Association and a common expense. However, the liability of the Association for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by it.

(b) Alterations and Improvements. Except as herein reserved to OCEAN HARBOUR SOUTH, A CONDOMINIUM, there will be no alterations or additions to the common elements without prior approval of sixty percent (60%) of the record owners, present in person or by proxy at a duly called meeting, and which alterations and additions do not interfere with the rights of any owners without their consent. There will be no change in the shares and rights of an apartment owner in the common elements altered or improved.

9. ASSESSMENTS.

The making and collection of assessments against Apartment Owners for common expenses will be pursuant to the By-Laws of the Association, subject to the following provisions:

9.1 Share of Common Expense. Each apartment owner will be liable for an equal share of the common expenses, and will share in the common surplus, as provided for in Article 7 of this Amended Declaration.

9.2 Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten (10) days after date when due, will not bear interest; but all such sums not paid on or before ten (10) days after the date when due will bear interest at the highest rate allowable by law from the date when due until paid. All payments upon account will be first applied to interest and then to the assessment payment first due. In the discretion of the Board of Directors, a late charge of \$25.00 per quarter may be charged in lieu of interest.

9.3 Lien for Assessments. Assessments shall be due and payable on the first day of each calendar quarter of the year for which assessments are made, or thirty (30) days after the mailing to the unit owners of a statement for the assessment coming due, whichever date shall last occur. Assessments unpaid for thirty (30) days may be accelerated at the option of the Board of Directors. The Association shall record a Claim of Lien if an assessment shall remain unpaid for sixty (60) days after the same shall become due and payable as set forth above. No foreclosure judgment shall be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose the lien to collect the unpaid assessment. The lien for unpaid assessments shall secure reasonable attorneys' fees and costs, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien.

9.4 Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and it may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit for foreclose any lien; and at any sale held pursuant to a suit to foreclose an assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

9.5 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where a mortgagee or a third party acquired title to an apartment as a result of the foreclosure of an institutional first mortgage of record, or where such first mortgagee accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, or executors, legal representative, successors and assigns will not be liable for the share of common expenses chargeable to the former owner of such apartment which become due prior to such acquisition of title. Such unpaid share of expenses or assessments will be deemed to be common expenses, collectable from all of the apartment owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

However, any person who acquires an interest in an apartment (except through foreclosure on an institutional first mortgage of record, or deed in lieu thereof) as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, will not be entitled to occupancy of the apartment or enjoyment of the common elements, until such time as all unpaid assessments due and owing by the former owners have been paid.

9.6 Assignment of Claim and Lien Rights. The Association, acting through the Board of Directors, will have the right to assign its claim and lien rights for the recovery of any unpaid assessments.

10. ASSOCIATION

The operation of the Condominium will be by OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, membership in which is mandatory by each apartment owner, one vote per unit. The Association will fulfill its functions pursuant to the following provisions.

10.1 Articles of Incorporation. A copy of the amended Articles of Incorporation of the Association is attached hereto as Exhibit "B".

10.2 The By-Laws. A copy of the amended By-Laws of the Association are attached hereto as Exhibit "C".

10.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to apartment owners, lessees, invitees or licensees for injury or damage, other than the cost of maintenance and repair, caused by any condition of the property to be maintained and repaired by the Association.

10.4 Restraint upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

11. INSURANCE.

The insurance that will be carried upon the condominium property and the property of the apartment owners will be governed by the following provisions:

11.1 Authority to Purchase; Named Insured. All insurance policies upon the condominium property will be purchased by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of

apartment owners. Such policies will provide that payments by the insurer for losses will be made to the Insurance Trustee designated below, and all policies and their endorsements will be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

11.2 Coverage.

(a) Casualty. All buildings and improvements upon the land will be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs; and all personal property included in the common elements will be insured for its value, as determined by the Board of Directors of the Association. Such coverage will afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and;

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

(3) The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air conditioning unit for space cooling and heating serving the individual apartment, and all integral parts thereof, including, but not limited to, the compressor located adjacent to the condominium building; service equipment such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paid and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to

(i) subrogation against the Association and against the unit owners individually and as a group;

(ii) the prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

(b) Public liability in such amounts and with such coverage as will be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(e) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that

part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

11.3 Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association, as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgages.

11.4 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and will provide that all proceeds in excess of \$100,000.00, covering property losses will be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(a) Common Elements. Proceeds on Account of Damage to Common Elements: An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments will be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

(2) When the building is not be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

11.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee will be paid first, or provision made for such payment.

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

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

11.6 Association as Agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

12.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired will be determined in the following manner:

(a) Common Elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium will be terminated.

(b) Apartments.

(1) Lesser Damage. If the damaged improvement is an apartment or apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium will be terminated.

(2) Major Damage. If the damaged improvement is an apartment or apartments and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association not to be tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

12.2 Plans and Specifications. Any reconstruction or

repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Board of Directors of the Association; and if the damaged property is an apartment or apartments, by the owners of not less than 60% of the common elements, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

12.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

12.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

12.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amount to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments will be in proportion to the cost of reconstruction and repair of their respective apartments; and such assessments on account of damage to common elements will be in proportion to the owner's share in the common elements.

12.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which will consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners will be disbursed in payment of such costs in the following manner:

(a) **Association.** If the total of the payments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid will be deposited with the Insurance Trustee. In all other cases, the Association will hold the sums paid and disburse them in payment of the costs of reconstruction and repair.

(b) **Insurance Trustee.** The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee on account of such casualty will constitute a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) **Association - Lesser Damage.** If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the construction fund will be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) **Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the

construction fund will be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(3) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner will be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. 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 will be distributed to the beneficial owners of the fund in the manner elsewhere stated. Except, however, that the part of a distribution to a beneficial owner that is not in excess of assessment paid by such owner into the construction fund will not be made payable to any mortgagee.

(5) Certificates. Notwithstanding the provisions of this instrument, the Insurance Trustee will not be required to determine whether or not sums paid will be deposited with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, not whether a disbursement is to be made from the construction fund, not to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee of any distribution of insurance proceeds to an apartment owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

13. USE RESTRICTIONS

The use of the condominium property will be in accordance with the following provisions.

13.1 Apartments. Each of the apartments will be occupied as a single family private dwelling and for no other purpose. No apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

No animal or pet of any kind other than one household pet will be kept in any apartment, or on any property of the condominium. A household pet includes a cat or a dog under twenty (20) pounds, canaries, parakeets and tropical fish. No snakes, amphibians, rodents, pet insects or insect farms are allowed as household pets.

The keeping of any pet shall be subject to the rules and regulations adopted by the Board of Directors of the Association, provided that such a pet will not be kept, bred or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance or unreasonable disturbance may be permanently barred from the property, upon three (3) days' written notice from said Board of Directors.

The apartment owners will not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of that apartment building and will not otherwise change the appearance of any portion of the exterior of the apartment building or the surfaces or interior building walls facing common elements without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, and no signs will be allowed on porches or balconies or upon any other part of the condominium property, without the written consent of said Board of Directors.

Automobiles and passenger vans (having windows all around and three (3) seats in the vehicle) will be parked in parking areas of the condominium property adjacent to or near the apartment building. There shall be no individually assigned parking spaces, but areas shall be designated by the Board of Directors for handicapped, resident and guest parking. No other vehicles and objects, including but not limited to pick-up trucks, commercial vans, trailers, boats, motor homes and motorcycles may be parked or placed upon any of the condominium property unless permitted by the Association.

13.2 Common Elements. The common elements will be used only for the purpose for which they are intended.

13.3 Nuisances. No nuisance will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

13.4 Lawful Use. No immoral, improper, offensive or unlawful use will be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

13.5 Leasing. After approval by the Board of Directors of the Association as elsewhere required, entire apartments may be rented for no less than thirty (30) days, provided the occupancy is only by the lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accommodated.

13.6 Rules and Regulations. Reasonable rules and regulations concerning use of the condominium property and condominium units may be made and amended from time to time by the Board of Directors. Copies of such rules and regulations and amendments will be promptly furnished to all owners and residents of the condominium upon request.

14. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments will be subject to the following provisions, which provisions each apartment owner covenants to observe.

14.1 Transfer Subject to Approval.

(a) Sale. No apartment owner may dispose of an apartment or of any interest in an apartment by sale, without approval of the Association, except to another apartment owner.

(b) Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association, except to another apartment owner.

All leases must be for a period no less than thirty (30) days. Leases shall be in writing and no subleases are permitted.

(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment will be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment will be subject to the approval of the Association.

(e) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment will be obtained in the manner set forth in 14.2.

(f) The Association may collect a reasonable fee in connection with the transfer process not to exceed any limits imposed by Florida law.

14.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of apartment will be obtained in the following manner:

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or of any interest in it will give to the Association notice of such intention, together with the name and address of the intended purchaser as the Association may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or of any interest in it will give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, will give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment the Association, at its election and without notice, may approve or disapprove the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by an officer or director of the Association.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by an officer or director of the Association.

(3) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval will be stated in a certificate executed by an officer or director of the Association.

14.3 Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter will be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or it will be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

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

(3) The sale will be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by it shall default in his agreement to purchase, then notwithstanding the disapproval, the transfer or ownership previously disapproved will be deemed to have been approved; and the Association will furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, an apartment owner will be advised of the disapproval in writing, and the lease will not be made.

(c) Gifts; Devise or Inheritance; Other Transfers.

If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

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

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

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

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

14.4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" will not apply to a transfer to or a purchase by the holder of an institutional mortgage, that acquires its title as the result of owning such mortgage or lien upon the apartment concerned; and this will be so whether the title is acquired by deed from the apartment owner, his successors or assigns, or through foreclosure proceedings; nor will such provisions apply to a transfer, sale or lease by the holder of an institutional mortgage, that so acquired its title; nor will such provisions apply to a transfer, sale or lease by the developer. Neither will such provisions require the approval of a purchaser who acquired the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

14.5 Unauthorized Transaction. Any sale, gift or lease not authorized pursuant to the terms of this Declaration will be void unless subsequently approved by the Board of Directors of the Association.

15. COMPLIANCE AND DEFAULT.

Each apartment owner will be governed by and will comply with the terms and provisions of this Amended Declaration, the Amended Articles of Incorporation and Amended By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations will entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act or otherwise.

15.1 Increase in Insurance Premiums. An apartment owner shall pay the Association the amount of any increase in its insur-

ance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

15.2 Costs and Attorneys' Fees. In any proceeding for damages or injunctive relief arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Amended Declaration, the Amended Articles of Incorporation, Amended By-Laws of the Association, and/or the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

15.3 No Waiver of Rights. The failure of the Association or of any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Amended Declaration, the Amended Articles of Incorporation and Amended By-Laws of the Association, and the rules and regulations adopted pursuant to those documents will not constitute a waiver of the right to do so thereafter.

15.4 Fines for Violations. In addition to the other remedies offered under this section, the Association may, at the option of the Board of Directors, levy a fine against unit owners for any failure of compliance or default. In the process of levying fines, the Association shall comply and be governed by any and all applicable law and regulations.

16. AMENDMENTS.

Except as elsewhere provided otherwise, this Declaration may be only amended in the following manner:

16.1 Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

16.2 Adoption. A resolution for the adoption of a proposed Amendment may be proposed by either the Board of Directors of the Association or by the members 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, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

16.3 Proviso. Provided, however, that no amendment will discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenance to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment, unless said mortgagee shall join in the execution of the amendment.

17. TERMINATION

This condominium may be voluntarily terminated in the manner provided in the Condominium Act, at any time, except as provided otherwise in this Amended Declaration.

18. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase

or work, or other provision of this Amended Declaration of Condominium, the Amended Articles of Incorporation and Amended By-Laws of the Association, and the rules and regulations of the Association will not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed, in its name by its President, its Secretary and its corporate seal affixed this 18 day of March, 1990.

WITNESSES:

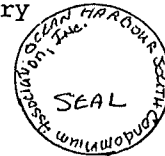
OCEAN HARBOUR SOUTH CONDOMINIUM
ASSOCIATION, INC.

Ann Peters
Dorey P. DellBriare

BY James H. Klink
JAMES H. KLINK, President

Marilyn P. Warner
Jack Warner

BY Jack Warner
JACK WARNER, Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared JAMES H. KLINK as President of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of March, 1990.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 28, 1999
BONDED THRU GENERAL INS. UND.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

STATE OF FLORIDA
COUNTY OF St. Lucie

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared JACK WARNER as Secretary of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of March, 1990.

Margaret G. Maher
NOTARY PUBLIC
MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires Jan. 27, 1992
Bonded Thru Troy Fair - Insurance Inc.

CERTIFICATE

OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., by its duly authorized officers, hereby certifies that the foregoing Amended

Declaration of Condominium was duly and regularly adopted and passed by the members of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., on February 24, 1990.

EXECUTED this 18 day of March, 1990.

WITNESSES:

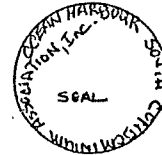
OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC.

Ann Peterson
Darcy P. DeBenedictis

BY James H. Klink
JAMES H. KLINK, President

Marilyn P. Warner
Jack Warner

BY Jack Warner
JACK WARNER, Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared JAMES H. KLINK as President of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of March, 1990.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 28, 1999
BONDED THRU GENERAL INS. UND.

Darcy P. DeBenedictis
NOTARY PUBLIC
MY COMMISSION EXPIRES:

STATE OF FLORIDA
COUNTY OF St. Lucie

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared JACK WARNER as Secretary of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of March, 1990.

Margaret L. Maher
NOTARY PUBLIC
MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires Jan. 27, 1992
Bonded Thru Troy Fain Insurance Inc.

THIS DOCUMENT WAS PREPARED BY:
Jane L. Cornett
WACKEN, CORNETT & GOOGE, P.A. '90
P.O. Box 66
Stuart, FL 34995

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FILED AND RECORDED
DOUGLAS DIXON CLERK
ST. LUCIE COUNTY, FL

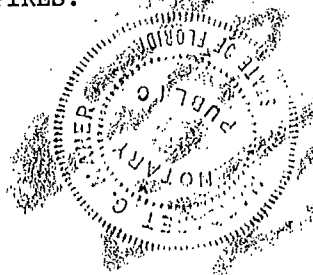


EXHIBIT C
SITE PLAN SHOWING LOCATION OF CONDOMINIUM
BUILDING AND RESPECTIVE APARTMENTS

EXHIBIT A-1

PAGE 1

LEGAL DESCRIPTION

Being that part of the North 695 feet of the South 2300 feet of Government Lot 1 in the North $\frac{1}{4}$ of Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida, as measured at right angles to the South line of said Government Lot 1 as shown on Plat of survey of said Section 23, recorded in Plat Book 8, Page 21 of the St. Lucie County, Florida, public records, including littoral and riparian rights, lying East of the right of way of State Road A-1-A, more particularly described as follows:

BEGINNING at the intersection of the Easterly right of way of State Road A-1-A and the North line of the South 2300 feet of Government Lot 1 in the North $\frac{1}{4}$ of Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run North $89^{\circ}35'10''$ East, a distance of 438.39 feet, to the mean high water line and the Westerly shore of the Atlantic Ocean; thence meandering in a Southerly direction along the said mean high water line, the said meander generally running South $20^{\circ}42'15''$ East, a distance of 106.62 feet, and South $24^{\circ}57'40''$ East, a distance of 109.94 feet, and South $22^{\circ}38'41''$ East, a distance of 108.03 feet, and South $21^{\circ}21'24''$ East, a distance of 107.07 feet, and South $23^{\circ}57'28''$ East, a distance of 109.08 feet, and South $25^{\circ}23'11''$ East, a distance of 110.31 feet, and South $25^{\circ}41'10''$ East, a distance of 105.06 feet to the North line of the South 1605 feet of said Government Lot 1; thence run South $89^{\circ}35'10''$ West, a distance of

508.31 feet, to the said Easterly right of way of State Road A-1-A; thence run North 18°29'30" West, along the said Easterly right of way a distance of 731.09 feet, to the POINT OF BEGINNING; containing 7.4733 Acres, more or less, all lying and being in Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida.

TENNIS COURT LEGAL DESCRIPTION

Commence at the intersection of the West right-of-way of State Highway A-1-A, and the North line of the South 2,300 feet of Government Lot 1 in the North half of Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida, as measured at right angles to the South line of said Government Lot 1, as shown on Plat of survey of said Section 23, as recorded in Plat Book 8, Page 21, of the St. Lucie County, Florida, public records; thence run South 89°35'10" West a distance of 245.28 feet, thence run South 18°29'30" East, parallel with said State Highway A-1-A, a distance of 169.24 feet to the Point of Beginning, thence continue South 18°29'30" East a distance of 121.00 feet, thence run South 71°30'30" West a distance of 109.00 feet, thence run North 18°29'30" West a distance of 121.00 feet, thence run North 71°30'30" East a distance of 109.00 feet to the Point of Beginning; all lying and being in Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida, and containing 0.303 acres, more or less.

LEGAL DESCRIPTION

[illegible]

ADDITIONAL NOTES

4. When the Department is notified, the Department will, through the Bureau of the Census, advise the State Department of the results of the investigation.

Certificate of Survival
of Mother

1. Officer CHERRY has been assigned to the 1st District and will be reporting to the 1st District Office on 10/1/78. He will be reporting to the 1st District Office on 10/1/78. He will be reporting to the 1st District Office on 10/1/78.

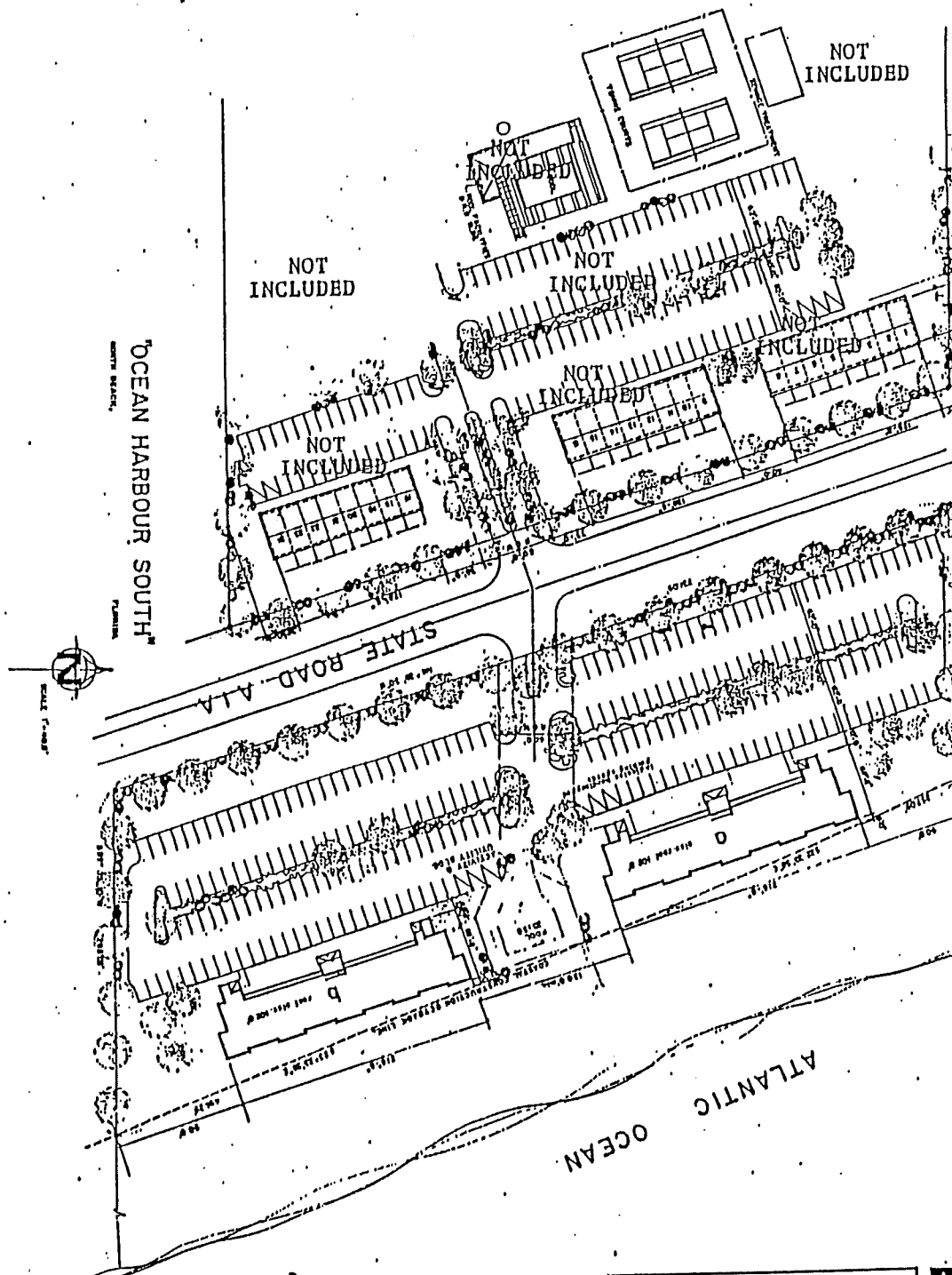
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ATLANTIC
OCEAN

Time Limit:

100-40107-2072

EXHIBIT A-2



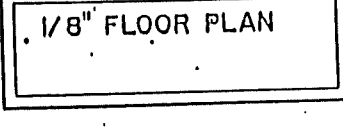
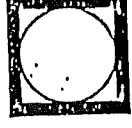
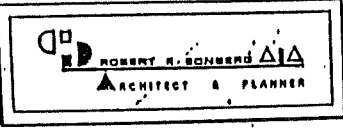
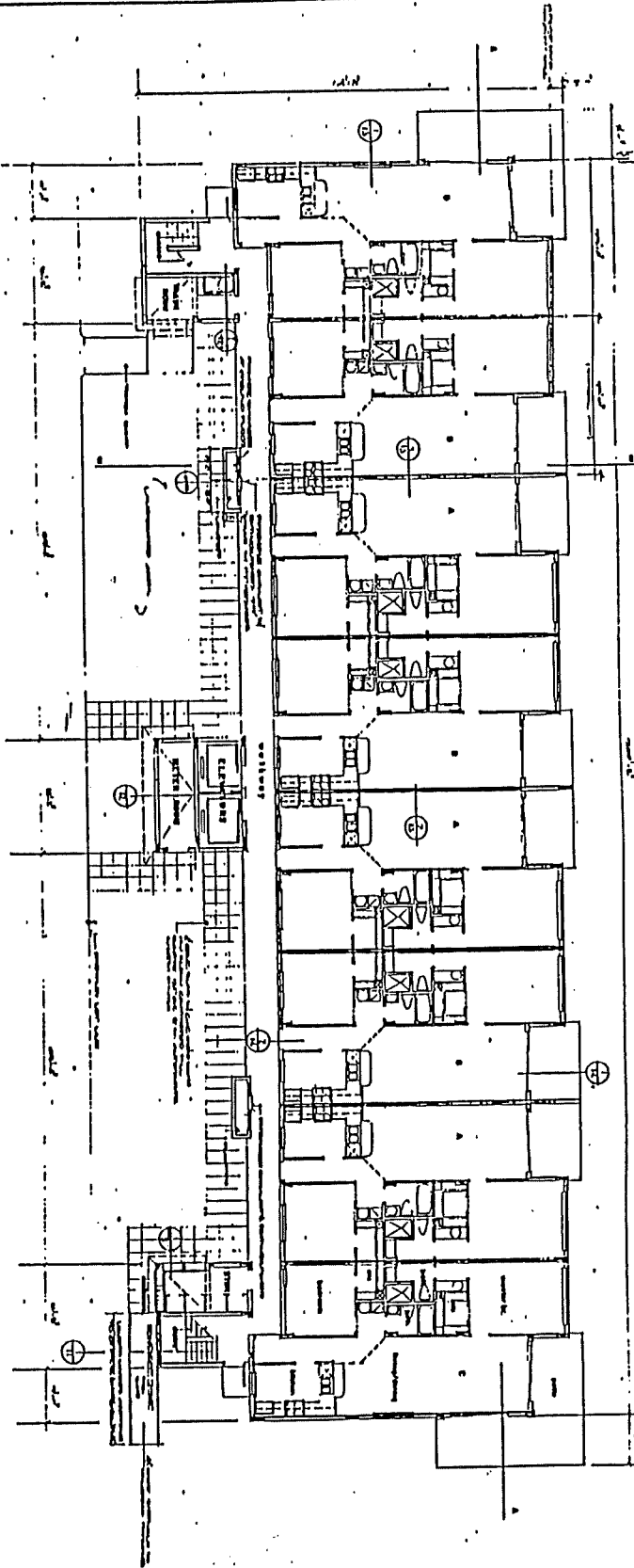
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ROBERT R. ENGINEERING & ARCHITECT & PLANNER

REVISIONS

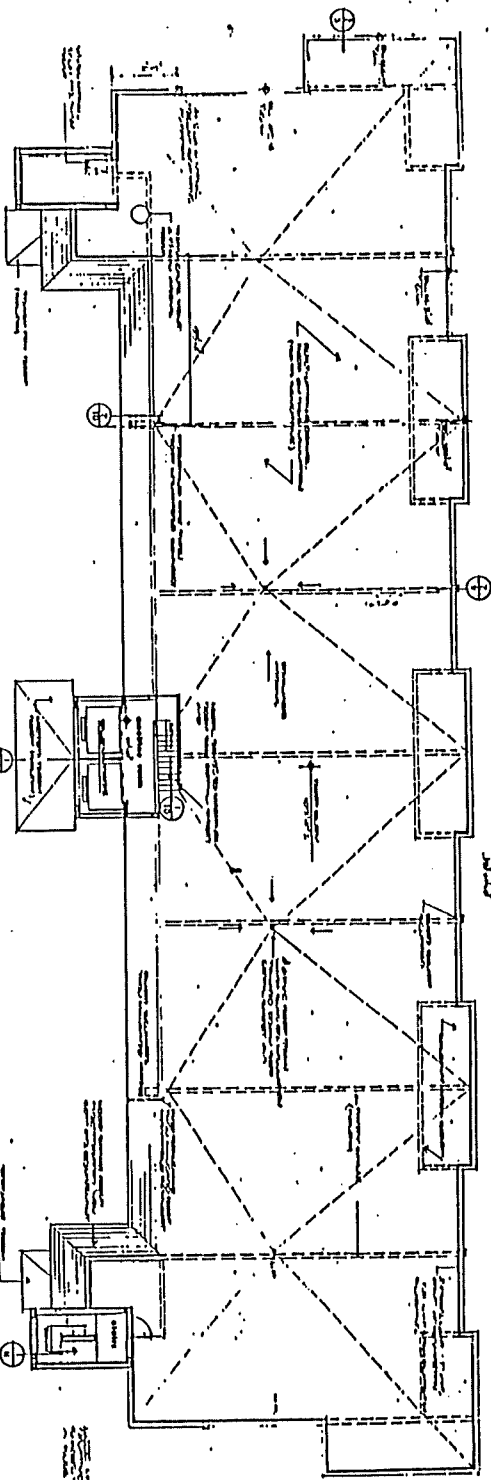
SITE PLAN

GROUND FLOOR PLAN

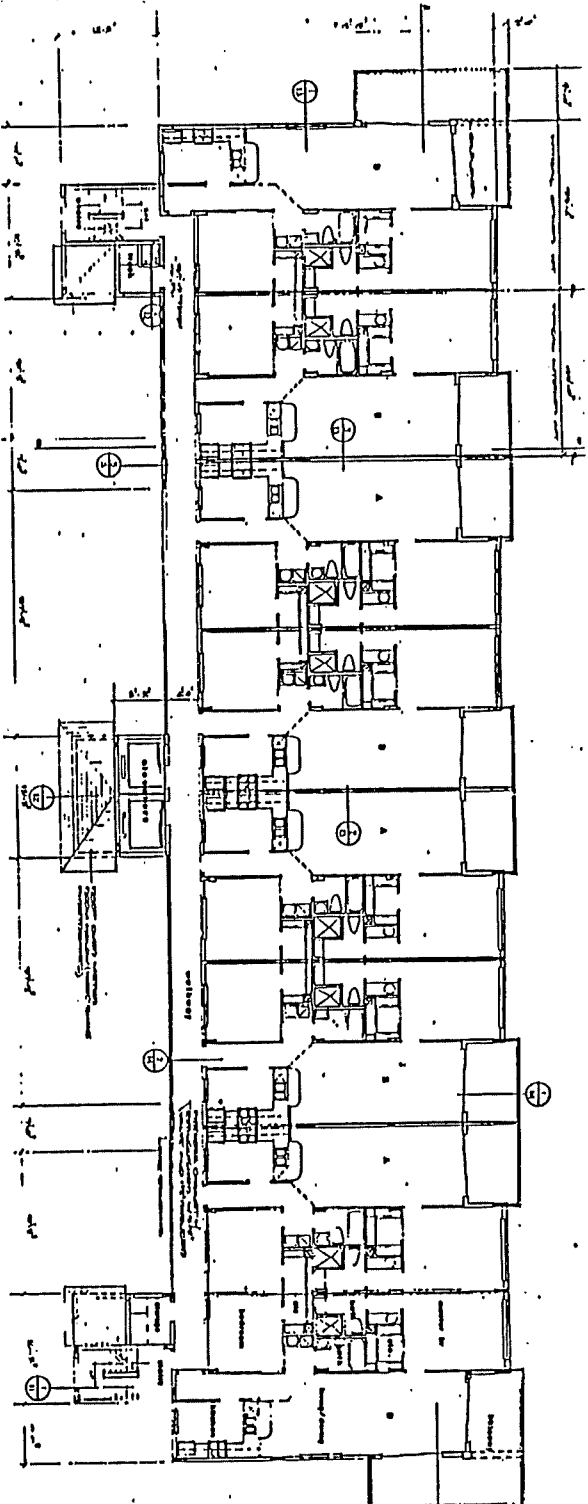


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ROOF PLAN



TYPICAL FLOOR PLAN



1/8" FLOOR PLANS

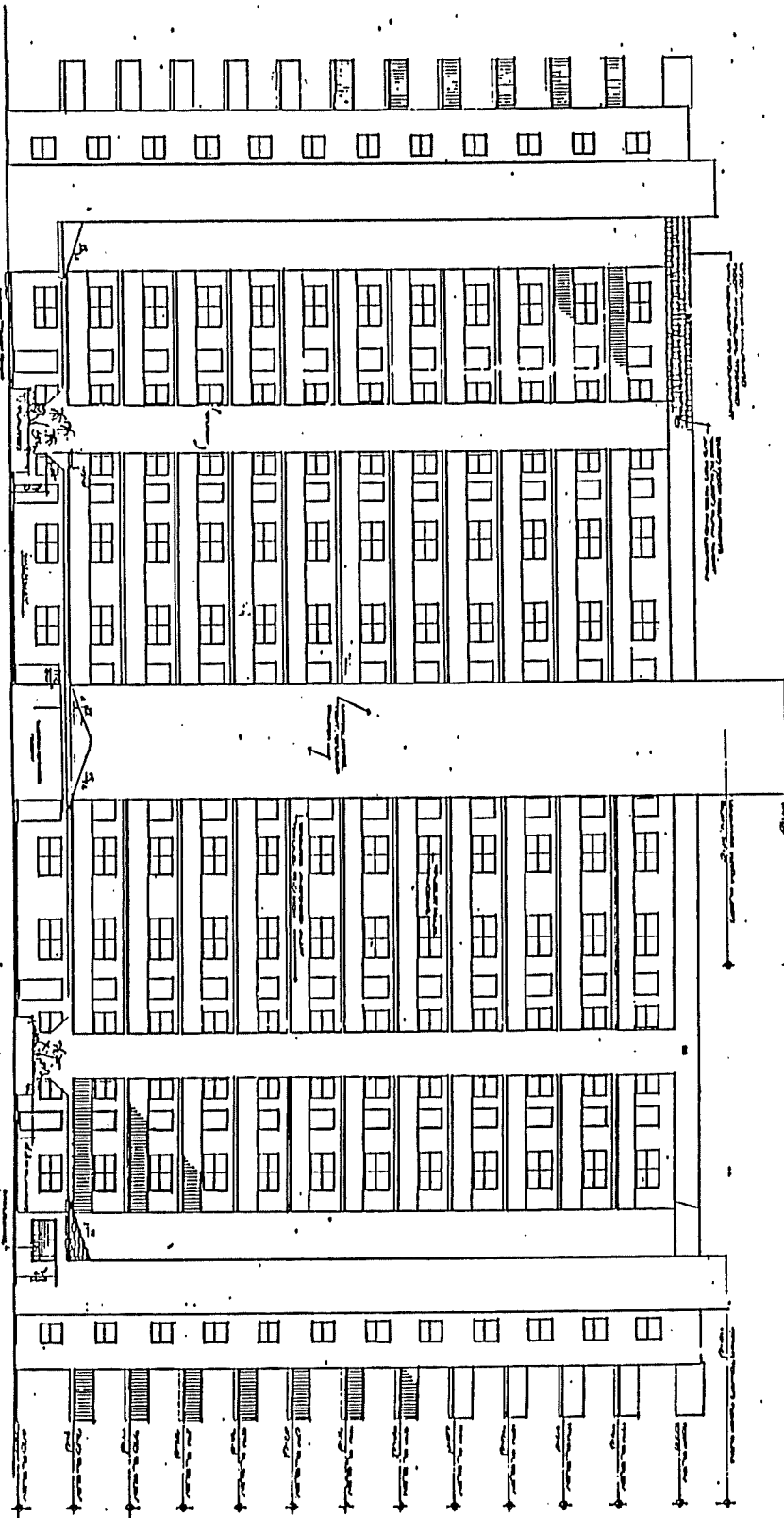
ROBERT R. SONENBERG
ARCHITECT & PLANNER

REVISIONS

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3

FRONT ELEVATION



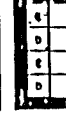
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ROBERT H. SONNBERG
ARCHITECT & PLANNER

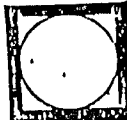
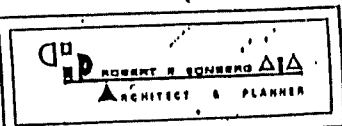
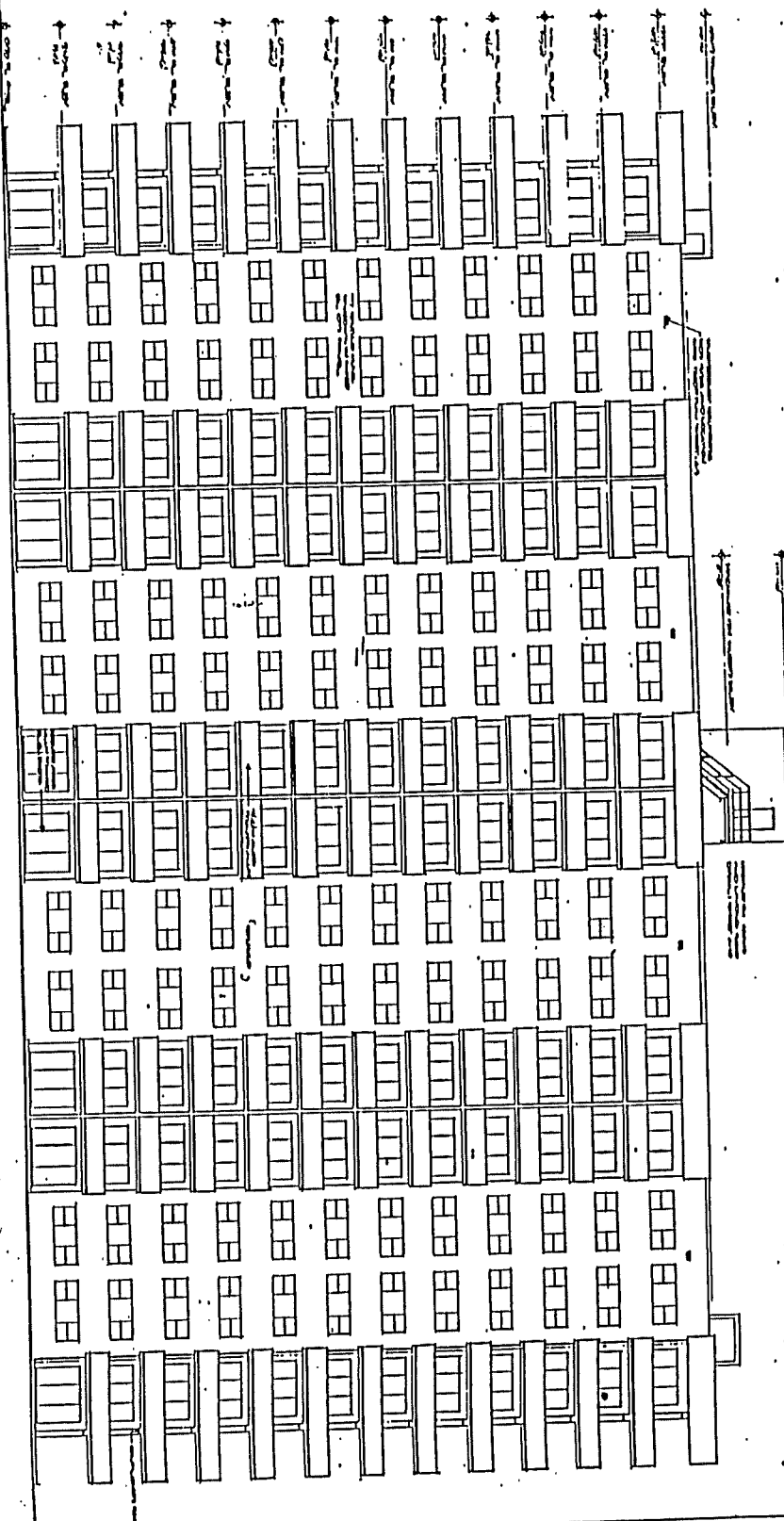


REVISIONS

EXTERIOR ELEV.



REAR ELEVATIONS



EXTERIOR ELEV.



LEFT ELEVATION

RIGHT ELEVATION

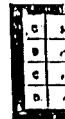
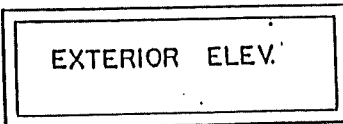
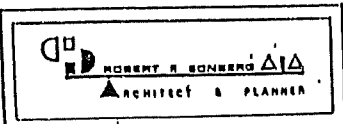
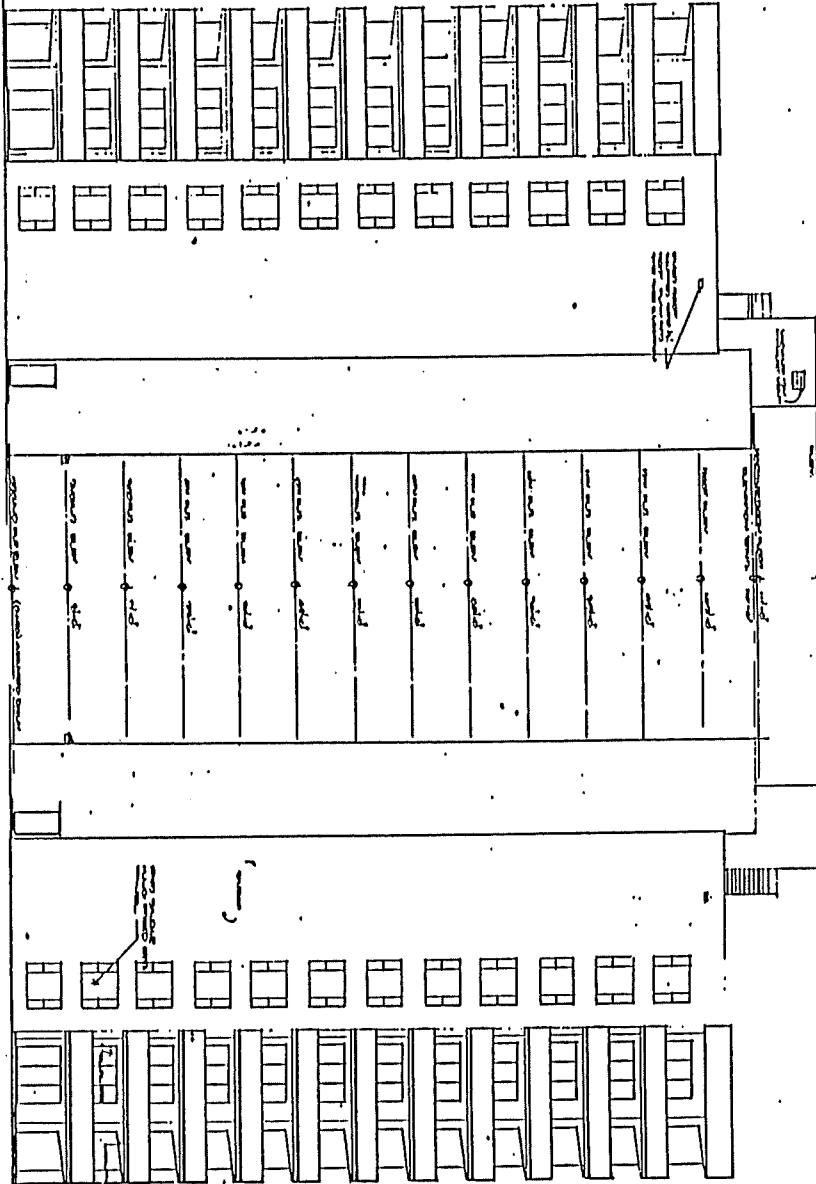


EXHIBIT A-5

PAGE 1

LEGAL DESCRIPTION

Being that part of the North 600 feet of the South 2300 feet of Government Lot 1 in the North $\frac{1}{4}$ of Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida, as measured at right angles to the South line of said Government Lot 1 as shown on Plat of survey of said Section 23 as recorded in Plat Book 8, Page 21, of the St. Lucie County, Florida, public records, including littoral and riparian rights, lying West of the right of way of State Road A-1-A, being more particularly described as follows:

BEGINNING at the intersection of the Westerly right of way of State Road A-1-A and the North line of South 2300 feet of Government Lot 1 in the North $\frac{1}{4}$ of Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run South $18^{\circ}29'30''$ East, along the said Westerly right of way of State Road A-1-A, a distance of 631.16 feet to the North line of the South 1700 feet of said Government Lot 1; thence run South $89^{\circ}35'10''$ West, a distance of 2033.60 feet; thence run North $01^{\circ}48'24''$ East, a distance of 600.45 feet; thence run North $89^{\circ}35'10''$ East, a distance of 1814.48 feet, to the POINT OF BEGINNING; containing 26.5019 Acres more or less, all lying and being in Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida.



FILED

90 APR -2 PM 3:01
 AMENDED ARTICLES OF INCORPORATION
 OF
 OCEAN HARBOUR SOUTH CONDOMINIUM
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA ASSOCIATION, INC.

FILED

The Articles of Incorporation of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., as originally recorded in the public records of St. Lucie County, Florida, in OR Book 374, page 561, are amended to read as follows:

ARTICLE 1
 NAME

The name of the corporation shall be OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE 2
 PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, and Florida Statute 607, for the operation of OCEAN HARBOUR SOUTH CONDOMINIUM, located upon lands lying and being in St. Lucie County, Florida, more particularly described in that certain Declaration of Condominium for OCEAN HARBOUR SOUTH, A CONDOMINIUM, as recorded at Official Records Book 374, page 499, public records of St. Lucie County, Florida.

2.2 The Association will make no distributions of income to its members, directors or officers.

ARTICLE 3
 POWERS

The powers of the Association will include and be governed by the following provisions:

3.1 The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2 The Association will have all of the powers and duties set forth in the Condominium Act as amended, and those set forth in these Amended Articles, the Amended Declaration of Condominium and the Amended By-Laws for the condominium operated by the Association if not inconsistent with the Condominium Act; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to the Amended Declaration of Condominium, as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium properties.

e. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.

cc Fee \$ 28.50 DOUGLAS DIXON
 dd Fee \$ _____ St. Lucie County
 oc Tax \$ _____ Clerk of Circuit Court
 it Tax \$ _____ By CJ
 Deputy Clerk
 Total \$ 28.50

EXHIBIT "B"

1

f. To reconstruct improvements after casualty and to further improve the condominium properties.

g. To make and amend reasonable regulations respecting the use of the condominium properties.

h. To approve or disapprove the transfer, and ownership of condominium units as may be provided by the Amended Declaration of Condominium and the Amended By-Laws of the Association.

i. To endorse by legal means the provisions of the Condominium Act, the Amended Declaration of Condominium, these Amended Articles, the Amended By-Laws of the Association and the regulations for the use of the condominium properties.

j. To contract with any person or entity for the operation, maintenance and repair of the condominium property. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act.

k. To enter into leases, as lessee or lessor.

l. To employ personnel to perform the services required for the proper management and operation of the condominium.

m. To bring actions in its own name on behalf of all the unit owners for the enforcement of the provisions of the Amended Declaration of Condominium, these Amended Articles of Incorporation and the Amended By-Laws. To prosecute and defend actions, both legal and equitable as provided pursuant to applicable Florida law.

3.3 All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the Amended Declaration of Condominium, and in accordance with the provisions of these Amended Articles of Incorporation and the Amended By-Laws of the Association.

3.4 The powers of the Association will be subject to and will be exercised and in accordance with the provisions of the Amended Declaration of Condominium and the Amended By-Laws of the Association.

ARTICLE 4 MEMBERS

4.1 The members of the Association will consist of all the record title owners of the condominium units at OCEAN HARBOUR SOUTH, A CONDOMINIUM.

4.2 After receiving approval of the Association, change of membership will be established by recording in the public records of St. Lucie County, Florida, a deed or other instrument establishing a record title to a condominium unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his condominium unit.

4.4 The owner of each condominium unit shall be entitled to one vote per condominium unit.

ARTICLE 5 DIRECTORS

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the Amended By-Laws of the Association, but not less than three directors; and in the absence of such determination shall consist of three directors. All directors must be members of the Association.

5.2 All of the duties and powers of the Association existing under the Condominium Act, Amended Declaration of Condominium, these amended Articles and the Amended By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3 Directors of the Association will be elected at the annual meeting of the members in the manner determined by the Amended By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Amended By-Laws of the Association.

ARTICLE 6 OFFICERS

The affairs of the Association will be administered by the officers designated in the Amended By-Laws of the Association. Said officers will be elected by the Board of Directors and will serve at the pleasure of the Board of Directors.

ARTICLE 7 INDEMNIFICATION

Every director and every officer of the Association will be indemnified by the Association against all expenses and liability including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8 BY-LAWS

The Amended By-Laws may be altered, amended or rescinded in the manner provided by said Amended By-Laws.

ARTICLE 9 AMENDMENTS

Amendments to these Amended Articles of Incorporation will be proposed and adopted in the following manner:

9.1 Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members 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, providing such approval is delivered to the secretary at or prior to the meeting.

a. Such approvals must be by not less than sixty percent (60%) of the entire membership of the Board of Directors and by not less than sixty percent (60%) of the votes of the entire membership of the Association; or

b. By not less than sixty percent (60%) of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominiums. No amendment shall be made that is in conflict with the condominium Act or the Amended Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of St. Lucie County, Florida.

ARTICLE 10 TERM

The term of the Association shall be perpetual.

ARTICLE 11 SUBSCRIBERS

The names and addresses of the subscribers of these Amended Articles of Incorporation are as follows:

JAMES H. KLINK
4250 North Ala, #1108
Ft. Pierce, Florida

JACK WARNER
117 S. Gordon Road
Ft. Lauderdale, Florida 33301

ARTICLE 12 REGISTERED AGENT

The Association's registered agent and registered office shall be:

JANE L. CORNETT
WACKEEN, CORNETT & GOOGE, P.A.
401 E. Osceola Street
Stuart, Florida 34994

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed, in its name by its President, its Secretary and its corporate seal affixed this 18 day of March, 1990.

WITNESSES:

OCEAN HARBOUR SOUTH CONDOMINIUM
ASSOCIATION, INC.

BY James H. Klink
JAMES H. KLINK, President

BY Jack Warner
JACK WARNER, Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared JAMES H. KLINK as President of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of March, 1990.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 28, 1993
BONDED THRU GENERAL INS. UND.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared JACK WARNER as Secretary of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of March, 1990.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires Jan. 27, 1992
Bonded thru TROY FAIR - Insurance Inc.

CERTIFICATE

OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., by its duly authorized officers, hereby certifies that the foregoing Amended Articles of Incorporation were duly and regularly adopted and passed by the members of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., on February 24, 1990.

EXECUTED this 18 day of March, 1990.

WITNESSES:

OCEAN HARBOUR SOUTH CONDOMINIUM
ASSOCIATION, INC.

BY James H. Klink
JAMES H. KLINK, President

BY Jack Warner
JACK WARNER, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared JAMES H. KLINK as President of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he

acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of March, 1990.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 28, 1993
BONDED THRU GENERAL INS. UND.

Dacy P. Allen
NOTARY PUBLIC
MY COMMISSION EXPIRES:

STATE OF FLORIDA

COUNTY OF St. Lucie

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared JACK WARNER as Secretary of OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of March, 1990.

Margaret G. Maher
NOTARY PUBLIC
MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires Jan. 27, 1992
Bonded Thru Troy Fair Insurance Inc.

THIS DOCUMENT WAS PREPARED BY:
Jane L. Cornett
WACKEN, CORNETT & GOOGE, P.A.
P.O. Box 66
Stuart, FL 34995

90 MAR 20 10:32
1033031 BH
FILED AND RECORDED
DOUGLAS DIXON CL.
ST. LUCIE COUNTY, FL