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**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
OCEAN VILLAS III  
A CONDOMINIUM**

**NOTE: This document is a substantial rewording of the Declaration. For the present text, see provisions of the Original Declaration recorded in Book 277, Page 2686, in the Public Records of St. Lucie County, Florida, and as amended from time to time.**

**1. INTRODUCTION AND SUBMISSION.**

- 1.1 The Land. The real property comprising this Condominium located in St. Lucie County, Florida, is more particularly described in Exhibit No. "1" attached to the Original Declaration and incorporated herein by reference (the "Land").
- 1.2 Submission Statement. The Developer submitted the Land and all Improvements thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act, and the submission of the Land to the condominium form of ownership remains effective.
- 1.3 Name. The name by which this Condominium is to be identified is Ocean Villas III, a Condominium (hereinafter called the "Condominium").

**2. DEFINITIONS.** The following terms when used in this Declaration and in its Exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date of recordation hereof, except where otherwise provided to the contrary.
- 2.2 "Articles" or "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.4 "Association" or "Condominium Association" means Ocean Villas III, Incorporated, a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.
- 2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its Members.
- 2.6 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
- 2.7 "Building" means the structure(s) situated on the Condominium Property in which the Units are located.

- 2.8 "Bylaws" mean the Amended and Restated Bylaws of the Association, as they are amended from time to time.
- 2.9 "Committee" means a group of Board members, Unit Owners or Board members and Unit Owners appointed by the Board or the President to make recommendations to the Board regarding a proposed annual budget or otherwise to take action on behalf of the Board.
- 2.10 "Common Elements" means and includes: The portions of the Condominium Property which are not included in the Units or Association Property, as defined herein.
- 2.11 "Common Expenses" means: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property, as well as those portions of the Units and Limited Common Elements for which the Association is responsible; (3) expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws; (4) any valid charge against the Association or against the Condominium Property; (5) the costs of carrying out the powers and duties of the Association; and (6) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common Expenses also include all reserves required by the Act or otherwise established by the Board, insurance for directors and officers, and operation expenses, in-house communications, security services, and pest control services to the Units and Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium. The cost of a master antenna television system, duly franchised cable television service and/or internet service obtained pursuant to a bulk contract shall also be a common expense.
- 2.12 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.
- 2.13 "Condominium Documents" means this Amended and Restated Declaration of Condominium and the Exhibits hereto, as the same may be amended from time to time.
- 2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.15 "Condominium Property" means the lands, leaseholds, Improvements and other personal property submitted to Condominium ownership by the Original Declaration, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.16 "County" means the County of St. Lucie, State of Florida.
- 2.17 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.18 "Declaration of Covenants and Restrictions" means that certain "Ocean Village of Hutchinson Island Declaration of Covenants and Restrictions" recorded prior to the recording of the Original Declaration of Condominium, in Official Record Book 241, pages 485 et seq., Public Records of St. Lucie County, Florida.



- 2.19 "Developer" means the entity identified in the Original Declaration as Developer.
- 2.20 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
- 2.21 "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Unit, including any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (iii) any "Secondary Mortgage Market Institution" including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon Units.
- 2.22 "Legal Fees" mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post judgment proceedings; and (b) court costs through and including all trial and appellate levels and post judgment proceedings.
- 2.23 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Any portion of the Condominium Property for which the Unit Owners are responsible for maintenance, repair or replacement under Sections 7.1 and 7.2 hereinbelow which is not located within the Unit boundaries as defined in Section 3.2 hereinbelow shall be Limited Common Elements.
- 2.24 "Member" means an Owner who, or which, is a member of the Association.
- 2.25 "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.
- 2.26 "Property Owners' Association" means Ocean Village Property Owners' Association, Inc., a not-for-profit Florida corporation.
- 2.27 "Survey Exhibits" means the legal description of the Land, the Surveyor's Certificate and the survey of the Land and graphic description of the Improvements in which Units are located and plot plan thereof which are attached as Exhibit No. "1" to this Amended and Restated Declaration of Condominium and incorporated herein by reference.
- 2.28 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.29 "Unit Owner" or "Owner of a Unit" or "Owner" means the record Owner of a Unit.

- 2.30 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in this Declaration, the Articles of Incorporation and Bylaws shall include, but not be limited to, electric power, gas, water, heating, air conditioning, telephone, sprinkler, irrigation, drainage, sewage and garbage disposal.

### 3. DESCRIPTION OF CONDOMINIUM.

- 3.1 Identification of Condominium Units. A survey and plot plan of the Land and all Improvements thereon is attached to the Original Declaration, and to this Declaration, as Exhibit No. 1 and incorporated herein by reference. The Condominium Property is comprised of sixty (60) Condominium Units, together with the Common Elements and Limited Common Elements appurtenant thereto as further provided in this Declaration.
- 3.2 General Description of Units. The Condominium Property consists essentially of all Units in the Buildings located on the Land as set forth in Exhibit No. "1" attached hereto. Buildings located on the Land are given identifying numbers and delineated on the Survey Exhibits collectively identified as Exhibit No. "1" attached hereto. No Unit bears the same identifying number as does any other Unit. The aforesaid identifying number as to the Unit is also the identifying number as to the Parcel. The said Exhibit No. "1" also contains a survey of the Land, a graphic description of the Improvements in which the Units are located, and a plot plan and, together with this Declaration, they are in sufficient detail so that there can be determined therefrom the identification, location, dimensions and size of the Common Elements and of each Unit, as evidenced by the Certificate of Registered Land Surveyor hereto attached. The legend and notes contained within the said Exhibit is incorporated herein and made a part hereof by reference.
- 3.3 Plans and Specifications. All Buildings are constructed substantially in accordance with the plans and specifications and any modifications thereof on file with the building department of the applicable governmental authority.
- 3.4 Unit Boundaries. Each Unit is located and bounded as shown on the Survey Exhibits. The intent of the Survey Exhibits is to delineate the following:
- 3.4.1 The perimeter boundaries of each Unit are the interior unpainted or unpapered finished surfaces of the ceiling, floor and perimeter walls. All load bearing walls located within a Unit are part of the Common Elements up to the unpainted/unpapered finished surface of said walls. All doors (glass or otherwise), and all windows and screens, shall be a part of the Unit up to the exterior unfinished surface thereof (if applicable);
- 3.4.2 Any balconies, terraces, or porches abutting a Unit are Limited Common Elements to that Unit and maintenance thereof shall be the responsibility of the Unit Owner of that Unit. The boundary lines of such balconies, terraces, courtyards and porches are the interior vertical surfaces thereof and the exterior unpainted surface of the perimeter thereof and the exterior unpainted surface of the perimeter thereof.
- 3.4.3 In cases not specifically covered in this Article 3.4, or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries as set forth in the Survey Exhibits of the Original Declaration shall control in determining the boundaries of a Unit. Nothing herein shall be construed as purporting to change the boundaries of the Units from what was provided in the Original Declaration.

- 3.5 Common Elements. The Common Elements include the Land and all other parts of the Condominium Property not within the Units.
- 3.6 Limited Common Elements. Unless otherwise provided in this Declaration, Limited Common Elements shall mean and comprise that portion of the Common Elements assigned or reserved for the exclusive use of a particular Unit or Units as an appurtenance thereto. The Limited Common Elements are comprised of terraces, balconies, screened porches, parking spaces, storage closets appurtenant to each Unit and any other Limited Common Elements listed on Exhibit "1" hereto, and as otherwise designated in this Declaration.
- 3.7 Easements. The following easements are hereby created (in addition to any easements created under the Act):
- (a) Perpetual Nonexclusive Easement. The Common Elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners.
  - (b) Encroachment; Settlement or Movement of Improvements. Should any Unit encroach upon another or upon the Common Elements or Limited Common Elements and such be not the result of a deliberate action on the part of the Unit Owner, or should a portion of the Common Elements encroach upon a Unit and the same be unintentional, then in either case an easement shall exist from one to the other so long as such encroachment shall naturally exist. Permanent and necessary encroachments resulting from reconstruction or repair shall not constitute a claim or cause of action in favor of one Unit Owner upon whose property such encroachment exists. In the event the Condominium Property is partially or totally destroyed, and then rebuilt, the Owners of the Units agree that encroachments of parts of the Common Elements or Limited Common Elements or Units, as aforescribed, due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.
  - (c) Air Space. The Owner of each Unit shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and said Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
  - (d) Structural Support. Every portion of the Unit contributes to the support of the other parts thereof, and, accordingly, each Unit is burdened with an easement for structural support for the benefit of each other Condominium Unit and for the Common Elements.
  - (e) Maintenance. Maintenance, repair and replacement easements are granted in favor of the Association through each Unit, which includes easements for all facilities for furnishing of Utility Service, cable service, and Internet service within the Building to Units or to the Common Elements. Easements are reserved over all balconies whenever reasonably required for emergency ingress. No Unit shall install or allow to be installed any lock, security device or other thing which will or might interfere with such easement rights. Any such easements through a Unit shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Unit by

Developer after recording of the Original Declaration of Condominium, without the consent of the Unit Owner.

- (f) Ingress and Egress. The Association and its Members and the Property Owners' Association and its members are hereby granted an easement for ingress and egress over, through and across the paved area of the Common Elements, other than the parking spaces, which is intended for vehicular and pedestrian traffic, and such parties are further granted a pedestrian easement over, through and across sidewalks, paths halls, lobbies, elevators, center cores, lanes, and public areas of the Condominium Buildings, Improvements, Land and recreation area(s) and facilities. The Condominium Property may be so located as not to be abutting, contiguous, or adjacent to any public street, road, or right of way to the Condominium Property for ingress and egress for vehicular and pedestrian traffic. Where applicable, the access easements referred to herein are as designated in Exhibit No. "1" annexed to this Declaration. The access easements provided above are hereby granted by virtue of the execution of this Declaration and Exhibits attached hereto.

**4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.**

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

**5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.**

- 5.1 Ownership of Common Elements. Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements and Limited Common Elements and the undivided interest, stated as percentages of such ownership in the said Common Elements and Limited Common Elements, as set forth on Exhibit "A" annexed hereto. Varying interests have been assigned generally relating to the size of the Units. The undivided interests of all Units at any time shall equal 100%.

The fee title to each Condominium Unit shall include both the Condominium Unit and the undivided interest in the Common Elements appurtenant to such Unit as aforesaid, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void.

- 5.2 Common Expenses and Common Surplus. The Common Expenses of the Condominium shall be shared by the Unit Owners as specified and set forth in Exhibit "A" attached hereto. The ratio of sharing Common Expenses and Assessments as set forth herein shall remain regardless of the purchase price of the Condominium Units, their location or the Building square footage included in each Condominium Unit.

5.3 Voting Rights. On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in the Declaration. Said votes shall be exercised or cast in the manner provided by the Declaration and these Bylaws. Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned. The vote of a Unit shall not be divisible. Unless otherwise set forth in this Declaration, the Articles of Incorporation, the Bylaws or in the Act, matters shall be voted on by the membership of the Association and shall be determined by a vote of a majority of the voting interests present and voting, in person or by proxy, at any meeting at which a quorum is established, or by written agreement in lieu of a meeting.

5.4 Membership In Association. Each Unit shall have, as an appurtenance thereto, a membership in the Association and in the funds and assets of the Association.

6. **AMENDMENTS.** Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

6.1 Approval Procedures. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

6.1.1 Notice. 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.

6.1.2 Approval. This Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium called and convened in accordance with the Bylaws, by the affirmative vote of two-thirds (2/3rds) of the eligible Unit Owners of the Association present, in person or by proxy, at a meeting of the members at which a quorum is obtained, or by written agreement where at least two-thirds (2/3rds) of the votes of the eligible members of the entire Association participates.

6.2 Execution and Recording. All amendments shall be recorded and certified as required by the Condominium Act.

6.3 Proviso. Notwithstanding anything in this Declaration to the contrary, proposed amendments to the Declaration are subject to the following restrictions as applicable:

6.3.1 Material Changes. No amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to any Unit, change a Condominium Unit's proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record Owner(s) thereof, and all record Owners of mortgages, or other liens thereon shall join in the execution of the Amendment.

6.3.2 Impairment of Mortgagees. No amendment shall impair or prejudice the rights and priorities of any mortgages or the holders thereof; and

6.3.3 Amendments Affecting First Mortgagees. No amendment shall change the provisions of this Declaration or the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, or the Articles of Incorporation and Bylaws of the Property Owners' Association provided for in Article 19 hereof, with respect to Institutional Mortgagees of record without the written approval of all Institutional Mortgagees of record unless otherwise expressly permitted by the Act.

**7. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.**

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Unit Owner includes, but is not limited to, all electrical and plumbing fixtures, shower pans, lines, pipes, outlets, wiring and connections within his or her Unit and those serving only his or her Unit, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, the heating and air-conditioning equipment (wherever situated), and everything else within the boundaries of the Unit except to the extent the Association is specifically responsible therefor under Section 7.3 below. Hurricane protection for the Units and Limited Common Elements, and the responsibility to maintain, repair and replace such protection, will be in accordance with Section 7.4 hereinbelow.

7.2 Specific Unit Owner Responsibilities.

- (a) The Unit Owner shall be responsible for the maintenance, repair and replacement of, at his or her own expense, any portions of the air conditioning and heating systems serving only a particular Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, discharge lines and all related parts, without regard to whether such items are located within the boundaries of the Units, except as provided in Section 7.3 below. Notwithstanding the foregoing, the Association may enter into a service contract for all air conditioning and heating systems serving any portion of the Condominium Property, with the cost of the service contract being paid for as a Common Expense, but with each individual Owner being responsible for any maintenance and repair not covered by the service contract and with Unit Owners being wholly responsible for any costs associated with the replacement of any portion of the air conditioning or heating system.
- (b) The Unit Owner, at his or her own expense, shall be responsible for the maintenance, repair and replacement of all exterior screens, doors and windows serving a Unit and/or any Limited Common Element storage closet assigned to a Unit, including, without limitation, all frames, locks and operating mechanisms appurtenant thereto, as well as all trim and caulking. Without limiting the generality of the foregoing, no Unit Owner may decorate, alter or modify exterior screens, doors, sills, or windows or the framework, locks or operating mechanisms thereof in any manner whatsoever, except with the prior written approval of the Board of Directors, as provided in Section 9 hereof. In addition, notwithstanding the Unit Owner's responsibility to maintain the doors of the Owner's Unit, the Association may elect, but is not obligated, to paint the exterior of Unit doors as a Common Expense, in order to maintain uniformity of appearance.
- (c) The Unit Owner shall be responsible for the maintenance, repair, and replacement of, at his or her own expense, all fans, stoves, hot water heaters, refrigerators, dryer vents, sinks, toilets, tubs, showers, shower pans or other appliances or equipment, including any fixtures and/or their connections required to provide Utility Service to his Unit.
- (d) The Unit Owner shall be responsible for the maintenance, repair and replacement of, at his or her own expense, as necessary, the circuit breaker box within or serving the Unit and all electrical lines, conduits

or fixtures running from the circuit breaker box into the Unit up to and including the fixtures or outlets within the Unit.

- (e) The Unit Owner shall be responsible for the maintenance, repair and replacement of, at his or her own expense, as necessary, the main shut-off valves within or serving the Unit and all plumbing lines, conduits or fixtures running from the main shut-off valve into the Unit up to and including the fixtures or outlets within the Unit and all drain lines within or serving the Unit up to the point the drain line connects to the common line.
- (f) Unit Owners shall promptly report to the Association any defects to or need for repairs of those matters described in this Declaration which are the Association's responsibility to remedy and maintain.
- (g) All maintenance, repair or replacement for which the Unit Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.

7.3 Association Maintenance Responsibilities. Except to the extent (i) expressly provided to the contrary herein or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, as a Common Expense, for all maintenance, repairs and replacements in or to the Common Elements, Limited Common Elements and Association Property and all portions of the Condominium (except interior wall surfaces of Units) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, chasing and load bearing railings, walls or columns, boundary walls of Units; all fixtures on the exterior of the Buildings and all floor and ceiling slabs, including, but not limited to, the slabs of all terraces and balconies; all conduits, chases, chase areas, ducts, plumbing, air conditioning (not including any compressor, air handler or other components identified in Section 7.2(a) above which serve only one particular Unit), wiring and other facilities for the furnishing of Utility Services, cable services and/or Internet services which are contained in the aforementioned portions of the Condominium; all electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Unit, and all plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the main shut off valve within or serving the Unit, excluding drain lines, for which the Unit Owner shall be responsible, up to the point that the drain line connects to a common line (a line that serves other Units or other parts of the Condominium Property); all other utilities contained within the Common Elements and those located within a Unit which service part or parts of the Condominium other than the Unit within which contained; all property owned by the Association and other property contemplated by and to the extent the same is consistent with the terms hereof; and all incidental damage caused to a Unit by the Association's discharge of its responsibilities under this Section 7.3. The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Unit Owners, their families, lessees, guests, employees, agent, contractors or invitees, in which case such cost and expense shall be paid solely by such Unit Owners, and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim

of lien against the Unit. In addition, certain areas may be designated on Exhibit No. "1" hereto as Limited Common Elements and any expense for maintenance, repair or replacement thereof shall be treated as and paid for as a part of the Common Expense of the Association unless specifically provided otherwise in this Declaration and the Exhibits hereto. Where a Limited Common Element consists of a terrace, balcony or screened porch, the Unit Owner who has the exclusive right to use the same, shall, where applicable, be responsible for the maintenance, care and preservation of paint surfaces of the interior portion of said items, all screening thereon, and glass and other doors leading to same and wiring thereto. Notwithstanding anything to the contrary elsewhere in this Declaration, the Unit Owner is responsible for the maintenance, repair and replacement of hurricane protection installed on Limited Common Elements to which the Unit Owner has exclusive use rights, as further set forth below. Any such hurricane protection not located within the boundaries of the Unit shall be deemed Limited Common Elements appurtenant to the Unit to which it is attached or adjacent.

- 7.4 Hurricane Protection. Each Unit Owner is responsible for hurricane protection of the Unit, including installation, maintenance, repair, replacement and operation of hurricane protection on the Unit. Each Unit must have installed hurricane protection on all exterior windows, sliding glass doors and other apertures consisting of either hurricane shutters or large missile impact windows (hurricane windows), large missile impact glass (hurricane glass) and large missile impact exterior doors (hurricane doors), the specifications of which as determined by the Board of Directors. Notwithstanding anything to the contrary elsewhere in this Declaration, the Association, not the Unit Owner, will perform the initial installation of the hurricane shutters or hurricane windows, hurricane glass and hurricane doors unless otherwise designated by the Board of Directors. The Association's cost of initially installing the hurricane protection on the Units is not a Common Expense and must be charged individually to the Unit Owners based on the cost of installing the hurricane protection appurtenant to the Unit. The cost of installing the hurricane protection on the Unit is a continuing lien against the Unit and the personal obligation of the Unit Owner, secured, collected and enforced in the same manner as assessments, as set forth in Florida Statutes, §718.116, and this Declaration. Except as otherwise provided in this Section 7.4, the Association shall install hurricane shutters on all exterior windows, sliding glass doors and other apertures of the Common Elements and Association Property, and the cost of which shall be a Common Expense. Once all Units, Common Elements and Association Property have either hurricane shutters or high impact glass, all hurricane shutters and high impact glass, whether installed by the Association or the Unit Owner, will be maintained, repaired and replaced so as to be in good working order, within their useful life by industry standards and in sufficiently good condition to perform their intended purpose. Should a Unit Owner fail to properly maintain the hurricane shutters or high impact glass appurtenant to his or her Unit, the Association may perform the necessary maintenance, repair or replacement, the sole cost of which shall be the responsibility of the Unit Owner and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit. Notwithstanding the foregoing, the Association may determine, from time to time, to maintain, repair or replace hurricane shutters on the Condominium Property as a Common Expense.

The Association shall have the authority to schedule and conduct inspections of the hurricane shutters on all Units on an annual basis or at such times as the Board determines such inspections are necessary and proper in order to protect the interests of the Association and ensure that all shutters are functioning properly. The Association may enter into a service



contract for all hurricane shutters on the Condominium Property, with the cost of the service contract being paid for as a Common Expense. A Unit Owner must close and secure the hurricane shutters appurtenant to the Unit within a reasonable time after a hurricane watch or warning has been issued covering the location where the Condominium is located. In the event a Unit Owner fails to timely close the hurricane shutters, the Association or its designee may, but is not obligated to, enter the Unit as needed to close said hurricane shutters, the cost of which will be charged to the applicable Unit Owner and shall be a lien against the Unit.

- 7.5 Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association.
- 7.6 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within Units and/or air conditioning compressors and/or air handlers serving individual Units, which the Association determines is to the benefit of the Owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total voting interests in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Unit Owner.
- 7.7 Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline to have such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter his Unit or must employ a licensed pest control company to enter his Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control services provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's Assessment.
- 7.8 Units Vacant for Extended Periods of Time. In the event a Unit will not be occupied for more than seven (7) continuous days, the Unit Owner must shut off the water supply for the Unit at the main shutoff valve for the Unit until the Unit is again being occupied. In addition, the Unit Owner is responsible for having the Unit inspected periodically to ensure that no conditions exist that could have a detrimental effect on the health and safety of the residents of the Condominium or the soundness of the Condominium Property.

8. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON ELEMENTS OR ASSOCIATION PROPERTY BY THE ASSOCIATION.** No portion of the Common Elements and Association Property may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of ten percent (10%) of the annual budget then in effect for Common Expenses, including operating expenses and reserves, for any individual addition, alteration or improvement planned within a fiscal year, unless such additions, alterations or improvements have been approved by not less than two-thirds (2/3) of the Voting Interests of the participating and eligible membership of the Association present, in person or by proxy, at a meeting called for that purpose at which a quorum is established or

voting by written agreement where at least a quorum of the membership participates. Any additions, alterations or improvements to the Common Elements or Association Property, or any part thereof, costing less than the ten percent (10%) may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners accordingly.

**9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY BY UNIT OWNER.**

- 9.1 Prohibited Alterations. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements or Association Property except as otherwise provided in this Declaration.
- 9.2 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit which is structural in nature, or which impacts the Common Elements or Limited Common Elements in any way, including, but not limited to, any work which involves piercing the Unit boundary, which changes the appearance of any portion of the exterior of the Building, which relocates existing or installs new electrical, plumbing, telephone, air conditioning or heating system, toilets, tubs, sinks, showers, dishwashers, refrigerators, ranges or any utility line or which requires the issuance of a permit from a governmental or regulatory authority or agency without the prior written consent of the Board of Directors. Subject to approval by the Association prior to installation, tiling of floors is permitted in all Units provided that a minimum 1/2" thick sound-proof corking or comparable rubber base underlayment is used. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future Owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration. The Board may impose the requirements set forth in Paragraph 7.2(g) above and may require the

execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.

9.3 Additional Unit Owner Responsibility for Alterations and Additions. If a Unit Owner makes, or has made any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal enforceability to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent. However, the Association shall insure, maintain, repair and replace approved exterior glass additions.

9.4 Combining Units Prohibited. The Unit Owners and the Association are prohibited from removing, or authorizing the removal, of any party wall between any Condominium Units owned by the same Unit Owner for the purpose of using the said Units together as one integral Unit.

## 10. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

10.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Amended and Restated Bylaws and Amended and Restated Articles of Incorporation of the Association (respectively, attached to this Declaration as Exhibits "B" and "C"), as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the Bylaws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements, Association Property, or to a Unit or Units.
- (b) The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair and replace the Common Elements and Association Property.

- (c) The power to acquire or convey title to real property (excluding Units in the Condominium) and to mortgage real property upon the approval of a majority of all the eligible voting interests of the Association, either at a meeting or by written agreement.
- (d) The power to acquire Units in the Condominium and to hold, lease, or sell a Unit so acquired, subject to the limitations thereon in the Articles of Incorporation on the manner in which Units may be acquired.
- (e) The power to acquire or sell personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.
- (f) The right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- (g) The duty to maintain official records according to good accounting practices, and the requirements of the Condominium Act, as same may be amended from time to time.
- (h) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Condominium Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium Documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, subject to the limitation on mortgaging Association real property set forth in Paragraph (c) of this Article 10.1.
- (j) The power to adopt and amend Rules and Regulations concerning the details of the operation and use of the Units, the Common Elements, Association Property and the Condominium Property.
- (k) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or any Exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its Exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 10.2 Limitation upon Liability of Association. Notwithstanding the duty to maintain and repair parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the Condominium Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

10.2.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

10.2.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, St. Lucie County, and/or any other jurisdiction or the prevention of tortious or criminal activities; and

10.2.3 Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision. As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee members, and employees.

- 10.3 Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter a condominium through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

10.3.1 What the Unit Owner Can Do. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others but they are not meant to be all-inclusive.

10.3.1.1 Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.

10.3.1.2 Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

10.3.1.3 Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

10.3.1.4 Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

10.3.1.5 Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional.

10.3.1.6 Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

10.3.1.7 Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

10.3.1.8 Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

10.3.1.9 Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

10.3.1.10 Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

10.3.1.11 Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

10.3.1.12 Regularly maintain the Unit. For example, regularly caulk the windows, faucets, drains, tub and showers.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT UNIT OWNER, HIS SUCCESSOR AND/OR ASSIGNEE HAS OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

- 10.4 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 10.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting or vote by written agreement, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 10.6 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or Bylaws of the Association, applicable Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declaration, Articles of Incorporation or Bylaws shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

## 11. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS.

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and assess such Assessments among the Unit Owners in accordance with the provisions of this

Declaration and the Bylaws. Additionally, the Board of Directors may levy special assessments when determined by the Board of Directors to be necessary. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Bylaws.

## **12. COLLECTION OF ASSESSMENTS.**

- 12.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Unit Owner. Except as provided in Section 12.4 below, the Unit Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Act, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by the abandonment of the Unit for which the Assessments are made or otherwise.
- 12.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, as same may be amended from time to time, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act, as same may be amended from time to time. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien is effective from and shall relate back to the earliest date permitted by law, but in no event later than the date of recording of this Declaration. However, as to an Institutional First Mortgagee of record, the lien is effective as of the date of the recording of a claim of lien in the Public Records of St. Lucie County. All claims of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorneys' fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid



Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 12.7 below.

- 12.3 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit or rents the Unit, the rents are hereby deemed assigned to the Association upon default by the Unit Owner in the timely payment of Assessments and the Association may collect rent from the Unit Owner if the Unit Owner remains in possession after an action for foreclosure is filed, and may request the Court in its discretion to require the Unit Owner to pay such rental for the Unit into the Court Registry or the Association is entitled to the appointment of a receiver to collect such rent. The rights granted in this Section 12.3 are in addition to any other remedies for nonpayment available in this Declaration or the Act, as amended from time to time.
- 12.4 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Institutional First Mortgagee's liability for Assessments is limited to the maximum amount set forth in the Act, as same may be amended from time to time. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.
- 12.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.
- 12.6 Installments. Regular Assessments may be collected no more frequently than monthly nor less frequently than quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.
- 12.7 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.
- 12.8 Set Off. Any funds due and payable by the Association to a Unit Owner under this Declaration of Condominium, the Articles of Incorporation or the Bylaws, or under the Act, shall be subject to a right of set-off for any

amounts due and owing to the Association by the Unit Owner under this Declaration, the Articles of Incorporation, the Bylaws, or the Act.

- 12.9 Assignment. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment, to any Unit Owner or group of Unit Owners, or to any third party.
- 12.10 Property Owners' Association May Collect. The Association may contract with the Property Owners' Association so that the Property Owners' Association will collect the Condominium Association's Assessments and remit said Assessments to the Condominium Association.
- 12.11 Suspension of Voting Rights; Effect of Suspended Voting Rights. The Association may suspend the voting rights of a Unit Owner due to nonpayment of any monetary obligation due to the Association which is more than 90 days delinquent. A voting interest or consent right allocated to a Unit or Member which has been suspended by the Association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Act or pursuant to this Declaration, the Articles of Incorporation, or the Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association. All suspensions imposed pursuant to this Section 12.11 must be approved by the Association's Board of Directors at a properly noticed board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.
13. **INSURANCE**. Insurance shall be carried upon the Condominium Property and upon each Condominium Parcel, subject to the following provisions:
- 13.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association, except as specified below. The named insured shall be the Association individually, and as agent for the Unit Owners and their mortgagees, without naming them. Such policies shall provide that payments by the insurer for losses shall be made to the Association for the benefit of the Unit Owners and their mortgagees.
- 13.2 Coverage.
- (a) Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty, flood and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, including coverage for changes in building codes, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude foundation and excavation costs, in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage (including participation in a self insurance plan in compliance with Section 624.460-624.488, Florida Statutes) as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes, as amended from time to time. The original policy of insurance shall be held by the Association, and

mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every property insurance policy issued to protect a Condominium Building does not include: Unit floor, wall, or ceiling coverings; electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; or replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes, as well as alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by a Unit Owner, or his or her predecessor in interest or title. If the Association's master insurance policy obligations are increased by amendments to the Act, the Association shall insure such items.

- (b) Liability. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. The Association shall also procure liability coverage for its directors' and officers.
- (c) Worker's Compensation. The Association shall procure a workmen's compensation policy if necessary to meet the requirements of law, or if deemed appropriate by the Board even if not otherwise required by law.
- (d) Other Insurance. The Association may procure such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- (e) Insurance By Unit Owners. Unit Owners are required to purchase and maintain adequate insurance coverage. Title insurance is optional, and is the sole responsibility of the Unit Owner. Flood insurance, in excess of the Association's coverage, is optional. Unit Owners are required to carry basic casualty and liability insurance. Such insurance must include liability coverage of at least \$100,000.00 for injury to persons or property occurring within the Unit, the Limited Common Elements, or claims involving the Unit Owner's guests and invitees. Owners shall also be required to carry casualty insurance in amounts deemed sufficient by the Board (which may establish additional and supplemental individual Unit Owner's insurance obligations from time to time by rule) to provide the Unit Owner adequate coverage to rebuild the interior of the Unit and any other items the Owner is obligated to reconstruct after casualty in the event of a casualty loss. Owners are also encouraged to carry Loss Assessment coverage, and such other coverage as their individual insurance agent may recommend to provide full protection. The Board may require that Unit Owners provide Certificates of Insurance,

or other appropriate evidence of the Unit Owner's carrying such insurance.

- 13.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies procured by the Association, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment. The Board of Directors shall establish the amount of the deductible in accordance with the notice procedures and criteria as provided in the Act.
- 13.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the Unit Owners as Common Expenses.
- 13.5 Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. Proceeds of insurance shall be shared as follows:
- (a) Common Elements. Proceeds on account of damage to Common Elements shall be an undivided share for each Unit Owner, each share being the same as the undivided share of the Common Elements appurtenant to his Unit.
  - (b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:
    - (i) When the Building is to be Restored. For the Owners of damaged Units only, in proportion to the cost of repairing the damage suffered by such Unit Owner, which cost shall be determined by the Association; each Unit Owner shall be bound by a certificate issued by the Association as to his or her proportionate share of the cost of repairs.
    - (ii) When the Building is Not to be Restored. An undivided share for each Unit Owner in the Condominium, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.
  - (c) Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held for the mortgagee and the Unit Owner as their interests may appear in such endorsement; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
  - (d) Common Elements and Units. When both Common Elements and those portions of the Unit insured by the Association are damaged by a single casualty, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of such a casualty, but insufficient proceeds for casualty repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to damages to the Common Elements, and then to

damages to the Units and Limited Common Elements, it being the intent of this provision that when there is a common casualty loss causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

- (e) Surplus. In the event of a surplus, the surplus shall be treated as a Common Surplus and may be held and applied to Common Expenses or refunded to the Owners, in the discretion of the Board.

13.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

- (a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired, the remaining proceeds shall be paid to defray the cost of such repairs as elsewhere provided. Any proceeds which remain after defraying such costs shall be distributed to the Association.
- (b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be repaired, the insurance proceeds shall be distributed to the Association.
- (c) Certificate. In making distribution to the Association or the Unit Owners and their mortgagees, the Association may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners, and their mortgagees, and their respective shares of the distribution.

13.7 The Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner mortgagee and for each Owner of any other interest in the Condominium Property for the purpose of adjusting or compromising and settling all claims arising out of insurance policies purchased by the Association, and is empowered to execute and deliver releases upon the payment of claims.

14. **RECONSTRUCTION AFTER CASUALTY**. This provision shall apply to the reconstruction and repair of any portion of the Condominium Property damaged by casualty.

14.1 Allocation of Repair and Reconstruction Expenses. Any portion of the Condominium Property that must be insured by the Association against property loss pursuant to the Act and as set forth in this Declaration that is damaged as a result of a casualty loss shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. All property insurance deductibles, uninsured losses, and other damages in excess of the Association's property insurance coverage under its property insurance policies are a Common Expense of the Association, except as follows:

14.1.1. Unit Owner Negligence or Intentional Conduct. A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules of the Association by a Unit Owner, the members of his or her family, Unit occupants, tenants, guests, or invitees. In addition, such Unit Owner will also be responsible for the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal,

which the Unit Owners are responsible to insure. However, to the extent the Association is reimbursed by insurance proceeds for the cost of repair or reconstruction for which the Unit Owner is responsible, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

14.1.2. Delayed Notification; Failure to Notify Association. The Association is not obligated to pay for reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.

14.1.3. Unit Owner/Developer Upgrades or Improvements. The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any upgrades or improvements that were installed by a current or former Unit Owner or by the Developer if the upgrade or improvement benefits only the Unit for which it was installed and is not part of the standard improvements installed by the Developer on all Units as part of original construction, whether or not such upgrade or improvement is located within the Unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.

14.2 Responsibility for Effectuating Repairs. Any repairs or reconstruction of any portions of the Condominium Property necessitated by a casualty loss for which the Association is responsible for insuring will be performed by and/or at the direction of the Association. However, a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Directors. Any such work performed by the Unit Owner may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purposed. Unit Owners are responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is responsible for insuring. A Unit Owner must obtain all required governmental permits and approvals before commencing reconstruction. If a Unit Owner fails to repair or reconstruct those portions of the Condominium Property for which the Unit Owner is responsible for insuring, the Association may undertake effectuating those repairs on the Unit Owner's behalf and charge the Unit Owner for such costs incurred. Furthermore, if the Unit Owner does not reimburse the Association for the costs of such repairs upon demand by the Association, the Association may proceed to collect the costs incurred in the same manner as Assessments provided in Article 12 of this Declaration, including any and all costs, charges, fees, and attorney's fees incurred by the Association, and such costs, charges and fees will be a lien against the Unit.

14.3 Surplus Funds. Any funds disbursed for the payment of costs to reconstruct and repair the Condominium Property necessitated by a casualty loss shall always be deemed to be disbursed in the following order regardless of when such funds were received by the Association: (1) insurance proceeds; (2) loan money; (3) regular Assessments; (4) reserve funds; and (5) special Assessments. In the event that there is a surplus of funds after the payment of all costs and expenses related to the repair and/or reconstruction of the Condominium Property, the remaining funds (except for reserve funds) shall be Common Surplus and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit toward future Assessments.

- 14.4 Plans and Specifications. The Condominium Property must be repaired or reconstructed in accordance with the original as-built plans and specifications as originally constructed by the Developer, except as otherwise lawfully altered or modified by the Association and/or the Unit Owners in accordance with this Declaration, as amended from time to time. In the event that the Condominium Property cannot be reconstructed in accordance with the original plans and specifications due to building codes or other applicable codes, the Condominium Property will be reconstructed substantially in accordance with the original plans and specifications except for those modifications reasonably necessary, as determined by the Board of Directors in its sole discretion, to comply with the applicable codes.
- 14.5 Termination of Condominium if not reconstructed. Notwithstanding anything in this Article 14 to the contrary, the Condominium Property must be repaired or reconstructed unless the Condominium is terminated in the manner provided in Article 18 of this Declaration and/or in accordance with the Act, as amended from time to time.
- 14.6 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority after a casualty:
- (a) To determine after a casualty whether the Units can be safely occupied.
  - (b) To declare any portion of the Condominium Property or Association Property unavailable for occupancy by Owners or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, Owners or guests.
  - (c) To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and store at a offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.
  - (d) To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units.
  - (e) To implement a disaster plan prior to, during or after an impending casualty including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.
  - (f) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
  - (g) To hold Board meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

- (h) To change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year.
- (i) To use reserve funds to meet Association needs, and use reserve funds as collateral for Association loans.
- (j) To adopt, by Board action, emergency Assessments with such notice deemed practicable by the Board.
- (k) To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, with notice given only to those Directors with whom it is practicable to communicate.

## 15. CONDEMNATION.

- 15.1 Deposit of Awards with Association. The taking of portions of the Condominium Property by the exercise of the power of eminent domain may, in the discretion of the Board of Directors, be deemed to be a casualty, and the awards for that taking may be deemed to be proceeds from insurance on account of the casualty and may be deposited in the manner provided for insurance proceeds. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty, or as elsewhere specifically provided herein.
- 15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Board), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit. The Association shall have the right to collect and enforce any Assessment for such costs and charges in the manner provided in accordance in Section 12 of this Declaration for the enforcement of Assessments.



- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, if a mortgagee endorsement has been submitted to the Association, the remittance being made payable jointly to the Owner and such mortgagees in the manner provided in such mortgagee endorsement.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the allocated percentage in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced by multiplying such allocated percentage by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be restated as follows:
  - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
  - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Board), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to any Institutional First Mortgagees who have submitted a mortgagee endorsement to the Association in amounts sufficient to pay off their mortgages in connection with each Unit which is made uninhabitable; second, to the Association for any unpaid Assessments and other charges; and third, jointly to the affected Unit Owners and other mortgagees of their Units who have submitted a mortgagee endorsement to the Association.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required in Section 8 hereof.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Units. This shall be effected by restating the shares of continuing Unit Owners as follows:
  - (i) Add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments

made necessary by Section 15.4(c) hereof (the "Percentage Balance"); and

- (ii) Divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as provided above) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

15.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required by Section 8 hereof. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares are effected pursuant hereto by reason of the taking or applied by the Association to other Assessments, in the discretion of the Board. If the Board determines to distribute the surplus and there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit who have submitted a mortgagee endorsement to the Association.

15.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration of Condominium to be approved by, and executed upon the direction of, a majority of the Board.

16. **OCCUPANCY AND USE RESTRICTIONS**. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy.

16.1.1 Residential Use. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. No Unit may be used as a hospital, sanitarium, church, or charitable, religious or philanthropic institution inconsistent with the purpose of using the Unit as a single family residence. Under no circumstances may any Unit be used for any business or professional purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use. As used herein, "single family" or words of similar import shall be deemed to include up to two (2) persons who are not related by blood, marriage or adoption living together as a single housekeeping unit, or an individual and his or her spouse, children, parents or grandchildren. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise

transferred. No Unit shall be occupied overnight by more than five (5) persons.

16.1.2 Ocean Village Registration Requirements. Unit Owners and their tenants and guests must abide by any and all requirements of the Ocean Village Property Owners Association, Inc., including, but not limited to, notifying and registering with the security department at the front gate of Ocean Village before a guest or tenant arrives at the community, in order to obtain approval for entrance (if applicable) and obtain a parking pass to be placed in the guest's or tenant's vehicle. Notification and registration with Ocean Village's security personnel is the responsibility of the Unit Owner for both guests and tenants, and the Association is not responsible therefor.

- 16.2 Animals and Pets. Unit Owners shall not keep or allow to be kept, housed, maintained or otherwise permitted to remain on the Condominium Property any pets or animals whatsoever, without the written consent of the Board of Directors. No pets shall be kept, bred or maintained for any commercial purpose. Only two (2) pets are allowed in a Unit. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed of dog, including but not limited to pit bulls, rottweilers, chows, etc. In addition, no reptiles, birds, exotic animals or wildlife shall be kept in or on the Condominium Property, including the Units. No replacement of an existing, approved pet is allowed without the prior written approval of the Board of Directors. Pets shall not be permitted upon any recreational facilities that may be located within the Condominium Property, including but not limited to the pool and pool area, unless a portion thereof is designated by the Association as an area for pets to be walked. All pets must be registered and vaccinated in compliance with applicable laws, ordinances and regulations, and proof of current vaccinations submitted to the Board of Directors prior to Association approval. Unit Owners, residents and guests must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets must be kept as indoor pets at all times. In the event an animal must be brought out of the Unit, the pet, including cats, must be leashed or in an appropriate pet carrier at all times when outside the Unit. Pets may not be kept on the Common Elements or Limited Common Elements, or other public areas of the Condominium longer than necessary for ingress and egress to the Unit.

The Board of Directors, in its sole discretion, may establish a pet registration system for the Condominium and require all Unit Owners to register their pet with the Association. In the event a pet causes a nuisance to one or more residents of the Condominium, the Association will issue a warning for the first offense and give the pet owner a reasonable amount of time to cure the nuisance. Should the same pet(s) continue to cause a nuisance, as reasonably determined by the Association's board of directors, the Association may take action to abate the nuisance. Violation of the provisions of this Section, including but not limited to a nuisance-causing pet, a pet that has attacked a person or another animal, or an owner's failure to clean up after the pet, shall entitle the Association to all of its rights and remedies, including, but not limited to, having the pet(s) permanently removed from the Condominium Property.

- 16.3 Exteriors. The Unit Owner shall not cause anything to be hung, displayed or placed on the exterior walls, balconies, doors or windows of the Building, including but not limited to awnings, curtains, blinds, shades, screens, hanging plants, cleaning supplies and/or equipment, rugs, or clothes, without the prior written approval of the Board of Directors of the Association. Likewise, no clothesline or similar device shall be allowed on any portion of the Condominium Property without such written approval.

- 16.4 Exterior Colors. The Association shall determine the exterior color scheme of the Building and all exteriors and interior color scheme of the Common Elements and Limited Common Elements, and shall be responsible for the maintenance thereof. No Owner shall paint an exterior wall, door, window, or balcony, or any exterior surface, or replace any part thereof or anything affixed thereto without the written approval of the Board of Directors.
- 16.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units, or in accordance with the Rules and Regulations pertaining thereto, as from time to time promulgated by the Board of Directors. The sidewalks, entrances, passages, vestibules, corridors, and halls located on the Common Elements must not be obstructed or encumbered or used for any other purpose other than ingress and egress to and from the premises, including by baby carriages, bicycles, toys and/or other personal property. No fire exits shall be obstructed in any manner.
- 16.6 Nuisances. No nuisances (as determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or Occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or Occupants. The Board of Directors is hereby authorized to adopt additional Rules and Regulations regarding nuisances and noise, including, but not limited to, regulations regarding the types of activities that are permitted, the level of noise that is permitted, and the hours during the day during which certain types of activities are permitted.
- 16.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this subsection. The Association has the right to cure any violation of any code or regulatory requirement of a governmental agency, whether on the Common Elements, Limited Common Elements or within the Units, which may be enforced in the manner provided for violations of Sections 7 and 8 hereof, as set forth in Section 17.2 of this Declaration.
- 16.8 Leases. No portion of a Unit less than the whole Unit may be rented. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any lessee of a Unit Owner who is in breach or violation of this Declaration or the Rules and Regulations of the Association. In the event a Unit is being rented by a tenant, such a lease or rental shall not release the Unit Owner from any obligation under this Declaration. The Unit Owner is responsible for providing the Owner's tenants and guests a copy of any use restrictions provided in this Declaration or in the Rules and Regulations, as amended from time to time. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or

damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or Occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all Rules and Regulations of the Association. All tenants shall comply with and be subject to the provisions of this Declaration, the Bylaws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited.

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

16.9 Parking. The following guidelines shall apply with regard to parking spaces and proper use thereof:

16.9.1 Parking Spaces; Assignments. All parking spaces are located within the parking areas shown and designated on Exhibit No. "1" attached hereto. The Board of Directors of the Association shall not have the right to assign specific parking spaces. Each Condominium Unit shall be entitled to the use of one (1) parking space. A portion of the parking spaces may be for the use of guest parking and/or additional parking spaces for Condominium Units in this Condominium as determined by and pursuant to the Rules and Regulations adopted by the Board of Directors of the Association. Each parking space is given an identifying number or letter and no parking space bears the same identifying number or letter as any other parking space. The number or letter and location of each parking space is set forth on the Survey Exhibit attached hereto as Exhibit No. "1". The term "Unit Owner" as used in this Section shall mean and include said Unit Owner's lessee or the Occupant of a Unit where said party is occupying said Unit in place of the Unit Owner.

In addition, if a Unit Owner, Tenant or Occupant intends to leave a vehicle on the Condominium parking lot for more than two (2) weeks while the Unit Owner, Tenant or Occupant is not in residence, the Unit Owner, Tenant or Occupant must notify the Association.

16.9.2 Permitted and Prohibited Vehicles. The following provisions govern permitted and prohibited vehicles on the Condominium Property (including, without limitation, any assigned or unassigned parking spaces):

- (a) ONLY passenger vehicles, automobiles, non-commercial pick-up trucks, station wagons, sport utility vehicles and passenger vans may park on the Condominium Property.
- (b) Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park on the Condominium Property, except as provided by sub-paragraph (c) below:
  - (i) Commercial vehicles of any type, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use, or a vehicle of any kind used for commercial purposes; provided,

however, that using a passenger vehicle for commuting to and from work does not solely constitute a commercial purpose;

- (ii) Vans, other than passenger vans (passenger vans must have windows on all body panels and be designed and used primarily to transport passengers, not cargo);
  - (iii) Any vehicles not belonging to Unit Owners or an Owner's tenants, guests, and/or invitees;
  - (iv) Limousines or "stretch" limousines;
  - (v) Agricultural vehicles;
  - (vi) Dune buggies;
  - (vii) Any trailer or other device transportable by vehicular towing;
  - (viii) Semis, tractors or tractor trailers;
  - (ix) Buses;
  - (x) Travel trailers;
  - (xi) Boats, personal water craft (e.g., wave runners, etc.) or canoes and trailers with or without boats, personal water crafts or canoes;
  - (xii) Vehicles which are not fully mechanically operable or not currently licensed or registered for use;
  - (xiii) Recreational vehicles;
  - (xiv) Mobile homes or mobile houses;
  - (xv) Truck mounted campers attached or detached from the truck chassis;
  - (xvi) Motor homes or motor houses;
  - (xvii) Motor vehicles not having any bodies whatsoever, or incomplete buggies;
  - (xviii) Swamp buggies;
  - (xix) Passenger automobiles that have been converted for racing; and
  - (xx) Any vehicle, including permitted vehicles, illegally or inappropriately parked in any parking spots designated and reserved for parking by disabled persons.
- (c) Commercial vehicles, trailers, habitable motor vehicles, boats, boat trailers, personal water crafts and accompanying trailers, canoes and accompanying trailers may be parked in areas designated by the Board of Directors from time to time, but not overnight unless concealed within a closed garage.
- (d) All vehicles parked on the property contrary to the provisions contained herein shall be subject to being towed in accordance with

Section 715.07, Florida Statutes, as amended from time to time, at the expense of the Owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

- (e) Notwithstanding anything herein to the contrary, but subject to subparagraph (c) above, no vehicle or other device shall be permitted to park on Condominium Property for other than delivery or service call purposes, if its dimensions exceed the dimensions of the parking space assigned or designated.
- (f) The Board may adopt and amend additional Rules and Regulations regarding the issuance and display of decals to identify residents' or guests' vehicles and to regulate parking by guests, licensees, invitees, employees, agents or contractors.

16.10 Limitations on Ownership. No ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other entity of any kind except for trustees of trusts or corporations where all of the stock is owned by the members of a single family, as defined above, where such trust or corporation was formed for the purpose of estate or financial planning. This provision is not applicable to the acquisition of Units by the Association. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the prohibitions in this section applicable to leases. Title to a Unit may not be held in the name of more than three (3) natural persons. No person or permitted entity may own an interest, directly or indirectly, jointly or individually, in more than two (2) Units in the Condominium.

16.11 Smoking. Smoking is prohibited in hallways, catwalks, elevators, and stairwells. Smoking in other areas of the Condominium Property is subject to such Rules and Regulations as may be made and amended from time to time by the Board.

16.12 Signs. No sign, advertisement, notice or other lettering of any kind may be displayed which is visible from a Unit or on the Common Elements, including within parked vehicles, without written approval by the Association. However, an Owner may post a "For Sale" notice on the bulletin board designated for that purpose, in a location and manner as prescribed by the Board of Directors.

16.13 Trash; Construction Debris; Liquids. No garbage cans, refuse, supplies, milk bottles or cartons, or other articles may be placed in the halls or landings. Garbage must be disposed of in the appropriate areas as designated by the Association from time to time. Any construction debris generated by a Unit Owner or the Owner's residents that is located outside of the Unit must be cleaned up daily. Except as otherwise permitted by the Association, any work being performed for a particular Unit must be contained within the Unit. Construction debris or appliances may be placed in the Association's dumpster only if the Unit Owner or contractor has prearranged with the Association to pay for any resulting special pickup fees. Unit Owners, tenants guests, or contractors of any of the foregoing may not pour any liquids down the parking lot drains that could contaminate the ponds in the community.

16.14 Miscellaneous. No Unit Owner, Tenant, Occupant or guest shall allow anything whatsoever to fall from or be hung on the window, balconies or doors of the Unit, nor shall any person sweep or throw from the Unit any dirt or other substance into any of the corridors or halls, ventilators or elsewhere

on the Common Elements. Linens, cloths, rags, rugs, clothing, mops, or other personal property may not be shaken or rung out from a Unit's balcony, windows or doors. Nothing should be placed on the window sill of the Unit.

16.15 Aerials. No external radio, satellite, or television antenna shall be installed or maintained on any portion of the Common Elements without written consent from the Association.

16.16 Keys to Units; Master Key System. Unit Owners shall be required to provide the Association with a key for access to the Unit for use by the Association when necessary for the inspection, maintenance, repair or replacement of any Common Elements, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or at any time as necessary to prevent damage to the Common Elements, Association Property, or to a Unit or Units. If the Owner fails to provide a key that provides access to the Unit, the Association shall not be liable for any damage caused to the Unit or to the Unit Owner's property as a result of the Association gaining access to the Unit or any delay in gaining such access. No Unit Owner shall alter any lock or install a new lock on any door without the written consent of the Association. In the event such consent is given by the Association, the Unit Owner shall provide the Association with a copy of the new key for the use of the Association as provided in this Declaration.

Notwithstanding anything to the contrary, in the Association's sole discretion and without further approval of the Unit Owners, the Association may replace the existing locks to the Units to incorporate a master key system. Under such circumstances, the Association will provide as much advanced notice as possible to the Unit Owners and other Occupants before making such alterations. Furthermore, the Association will provide a new key, if needed, to the Unit Owners and Occupants.

16.17 Emergency Contact Information. Unit Owners must provide the Association emergency contact information, such as an alternate mailing address, email address, and/or telephone number, for the Association's use in the event the Association needs to contact the Unit Owners prior to, during, or after an emergency situation, as determined by the Association.

16.18 Golf Ball Retrieval. Any golfer may retrieve his or her errant golf ball from any portion of the Common Elements so long as destruction of property does not occur.

17. **COMPLIANCE AND DEFAULT**. Each Unit Owner and every Occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

17.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Association Property, the Unit or the Unit Owner's personal property, or to the personal property of the Association or other Unit Owners, including, but not limited to, repair after casualty under Section 14 hereinabove, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any member of his family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any such expense advanced by the



Association, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment under Article 12 hereof.

- 17.2 Compliance. In the event a Unit Owner or Occupant fails to comply with the Unit Owner's obligations hereunder or fails to observe and comply with any provision of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments levied under Article 12 hereof.
- 17.3 Fines. In the event a Unit Owner or anyone for whom Unit Owner is responsible fails to comply with a provision of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The nature and extent of fines levied by the Association, and the manner in which such fines are levied, will be in accordance with the fining procedures provided by the Act, as amended from time to time, but in any event shall not exceed any maximum amount permitted by the Act.
- 17.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Association, or the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).
- 17.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Association, or the Rules and Regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 17.6 Election of Remedies. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents are non-exclusive, and, therefore, the exercise of any one or more of such remedies shall neither be deemed to constitute a party's exclusive remedy, nor shall it preclude the party from exercising such other additional rights, remedies or privileges as may be granted by the Condominium Documents.
18. **TERMINATION**. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act, as amended from time to time.
- 18.1 Approval for Termination. All of the Unit Owners, acting jointly, may terminate this Condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective until the holders of all mortgages, pledges, or other encumbrance affecting any of the Condominium Parcels join therein and consent and agree thereto in writing by such duly

recorded instrument, and that agreement be reached by all such Owners and holders of mortgages, liens, pledges or other encumbrances as to the transfer of their claim to the Unit against which the lien, mortgage, pledge or encumbrance exists.

- 18.2 Certificate of Termination; Termination Trustee. The termination of the Condominium in the manner set forth in 18.1 herein shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, certifying to the facts effecting the termination. Written joinders or consents executed with the formalities of a deed from the requisite number of voting interests of the Association, and mortgage holders, if required, shall be included in or be attached to the Certificate of Termination. The certificate shall include the name and address of a Termination Trustee, which must be one of the following: (1) the Association; (2) a Florida financial institution with trust powers; or (3) a licensed Florida attorney. The Certificate of Termination shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this section is recorded in the Public Records of St. Lucie County, Florida. The recording of that Certificate of Termination automatically divests the Unit Owners of legal title, and vests legal title to all real and personal property formerly the Condominium Property in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Condominium Property shall be owned by the former Unit Owners as tenants in common in undivided shares, such shares being the same as the undivided shares in the Common Elements appurtenant to the Units as provided elsewhere in this Declaration. On termination, each lien encumbering a Condominium Parcel shall be transferred automatically to the beneficial shares in the Property with the same priority.
- 18.3 Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate or dissolve the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws, and by law, for the purpose of winding up the affairs of the Association. The powers of the Association include the authority to sell real or personal property owned by the Association and distribute net proceeds therefrom, and insurance proceeds, to the Unit Owners in shares that are the same as the undivided shares in the Common Elements appurtenant to the Units as provided elsewhere in this Declaration.
- 18.4 Trustee's Powers and Duties. The Termination Trustee shall hold title to the Condominium Property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former Unit Owners approve a sale of the Condominium Property as provided in this section, the Termination Trustee shall have the power and authority to convey title to the Condominium Property and distribute the net proceeds in accordance with the provisions of this Declaration. In the event the Association is not the Trustee, the following provisions shall apply:
- (a) The Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and that fee, and all costs and expenses incurred by the Trustee in the performance of its duties, may be paid from the proceeds of the sale of the Property.
  - (b) The Trustee shall be entitled to be indemnified and held harmless by the Association and its members from any and all liabilities and

costs incurred by virtue of acting as Trustee, except those resulting from the Trustee's gross negligence or malfeasance.

- (c) The Trustee may rely on written instructions and information provided by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

- 18.5 Partition; Sale. Following termination, the Condominium Property may be partitioned and sold upon the application of any Unit Owner. If at least two-thirds of the total voting interests of the membership of the Association agree to accept an offer for the sale of any or all of the Condominium Property or to create a new condominium, the Board of Directors shall notify the Termination Trustee (if Association is not the Trustee), and the Trustee shall complete the transaction. The Trustee shall have the authority to execute any and all documents to complete the sale and convey legal title to the Condominium Property provided an agreement setting forth the terms and conditions of the sale is approved and executed by the requisite two-thirds of the voting interests, with the formalities of a deed, which agreement must be recorded in the Public Records of St. Lucie County, Florida prior to or simultaneously with the sale of the Condominium Property to a third party. In the event of a sale approved by the Unit Owners, any action for partition of the Condominium Property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the former Unit Owners have not authorized a sale of the Condominium Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the Condominium Property in a commercially reasonable manner without agreement by the former Unit Owners, or may file an appropriate lawsuit to request judicial assistance regarding the partition and sale of the Condominium Property. The proceeds of the sale of any of the Condominium Property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.
- 18.6 New Condominium. The termination of the Condominium does not bar creation of another condominium including all or any portion of the same property.
- 18.7 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation and applicable law, and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees, and expenses of the Termination Trustee, as well as post-termination costs of maintaining the Condominium Property, are Common Expenses, the payment of which is secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.
- 18.8 Amendment. This Article 18 may be amended in the same manner in which this Declaration of Condominium may be amended generally, as set forth in Article 6.

## 19. OCEAN VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

- 19.1 Submission to Covenants and Restrictions. In the original Declaration, the Developer submitted the Land described on Exhibit No. "1" to this

Declaration to the provisions of the OCEAN VILLAGE DECLARATION OF COVENANTS AND RESTRICTIONS, dated May 15, 1975, and recorded June 30, 1975, in Official Record Book 241, page 485, Public Records of St. Lucie County, Florida, which provisions shall as fully apply to said Land as they do to those lands described in Exhibit "A" to said Ocean Village Declaration of Covenants and Restrictions.

- 19.2 Membership. Each Unit Owner shall automatically and immediately upon acquisition of title to a Unit, become a member of Ocean Village Property Owners' Association, Inc., a Florida corporation not for profit which shall be the Property Owner's Association for the entire development built by the Developer on the Land subject to this Declaration and upon lands adjacent thereto.
- 19.3 Ownership and/or Maintenance of Property. Certain areas including recreational areas (golf course, tennis facilities and beach club facilities), some roads, some rights of way, some easements, some parking areas, green belts or scenic areas and maintenance facilities may be conveyed to, otherwise transferred to, or maintained by said Property Owners' Association pursuant to the Articles of Incorporation and Bylaws of the Property Owners' Association as the same are recorded in the Public Records of St. Lucie County, Florida and as they may hereafter be amended from time to time. Said Articles of Incorporation and Bylaws are by reference made a part hereof as if they had been recorded as an Exhibit to this Declaration.
- 19.4 Social Memberships. The Property Owners' Association may sell annual social memberships for the beach club, dining room, golf and tennis facilities to non-Unit Owners under such terms as it deems advisable. The Property Owners' Association shall be responsible for the entire maintenance, upkeep and reconstruction of said facilities from the time of their construction. The assessments of the Property Owners' Association may be made directly to its members through the Association to the Unit Owners, and if so, Assessments are declared to be Common Expenses of the Condominium; however, said Assessments from the Property Owners' Association may be made in the form of a specified sum per Unit, which sum may be equal for each Unit and not apportioned according to the percentages specified in Exhibit "A" attached hereto; in any event, said Assessment shall likewise be treated as a Common Expense of the Condominium. By its execution of this Declaration of Condominium, the Association thereby agrees, if requested by the Property Owners' Association, to collect the assessments of the Property Owners' Association as such Common Expenses and remit them to the Property Owners' Association. It shall be mandatory for the Unit Owner to make said payments, regardless of whether or not said Unit Owner uses all or any of the said facilities. Likewise, the Association may contract with the Property Owners' Association so that the Property Owners' Association will collect the Association's Assessments and remit said Assessments to the Association; in such event, the Assessments of the Property Owners' Association shall also be Common Expenses of the Condominium.
- 19.5 Lien. The Condominium Association, by virtue of its execution of this Declaration, and each Unit Owner by virtue of taking title to a Condominium Parcel, agree that to secure the Unit Owner's obligation to pay assessments, the Property Owners' Association shall have a lien on each Condominium Parcel and all tangible personal property located in each Condominium Unit in this Condominium as provided in the Articles of Incorporation, Bylaws and Covenants and Restrictions of the Property Owners' Association. Said lien shall be effective from and when recorded in the Public Records of St. Lucie County, Florida.

- 19.6 Covenants. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Articles of Incorporation, Covenants and Restrictions and Bylaws of the Property Owners' Association to the same extent and effect as if he had executed said documents for the purposes therein expressed, including but not limited to:
- (a) Subjecting all of his right, title and interest in his Condominium Parcel and tangible personal property therein, to the lien rights granted to the Property Owners' Association in said documents.
  - (b) Adopting, ratifying, confirming and consenting to the execution of said documents by the Association.
  - (c) Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said documents.
  - (d) Ratifying, confirming and approving each and every provision of said documents, and acknowledging that all of the terms and provisions thereof are reasonable.
  - (e) Agreeing that the persons acting as Directors and Officers of the Property Owners' Association entering into such documents have not breached any of their duties or obligations to the Property Owners' Association.
  - (f) The right of the Unit Owners, including members of their family and temporary residents in their Unit, and guests and invitees to use the facilities owned or to be owned by the Property Owners' Association is as set forth and specified in said documents.

- 19.7 Not Part of Condominium Property. None of the facilities or properties owned by the Property Owners' Association, if any, shall be deemed a part of the Condominium Property of the Condominium created by virtue of this Declaration; however, all covenants, conditions, promises and obligations contained in the Articles of Incorporation, Bylaws and Covenants and Restrictions of the Property Owners' Association and contained in this Declaration and the Exhibits attached hereto, where applicable or implied by law, are covenants running with the Condominium Property, including all Condominium Parcels.

20. **RESTRICTIONS AND EASEMENTS.** The real property submitted to Condominium ownership hereby is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Association for the benefit of such persons as the Association designates. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building(s) and improvements upon the Condominium Property nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's members.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the Land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

21. **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles, Bylaws and applicable Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Association, the Unit Owners, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners and Occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, Bylaws and applicable Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, Bylaws and applicable Rules and Regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

22. **ADDITIONAL PROVISIONS.**

22.1 **No Exemption from Assessments.** The Owner of a Condominium Unit may not exempt himself or herself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.

22.2 **Ad Valorem Taxation.** The Owners of each and every Condominium Unit shall return the same for the purpose of ad valorem taxes with the Tax Assessor of St. Lucie County, or such other legally authorized governmental authority or officer as may from time to time have jurisdiction over the same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuations herein prescribed, each Unit Owner to pay such ad valorem taxes and special assessments as are separately assessed against his or her Condominium Parcel.

For the purposes of ad valorem taxation, the interests of each Unit Owner of a Unit and in the Common Elements, shall be considered as one taxable unit. The value of such unit shall be determined by dividing the value of the entire Condominium, including the Land and Improvements, by the percentage that has been assigned to the Unit Owner's Unit as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the Land and Improvements thereon.

22.3 **Notices.** All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by first class mail or hand delivery to the Association at its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners, unless another manner of delivery is specifically required by the Condominium Act, this Declaration or the Bylaws. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed envelope, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

- 22.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 22.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of a Treasurer may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 22.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 22.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 22.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 22.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each Occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material respects.
- 22.10 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 22.11 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 22.12 Institutional First Mortgages. Where an Institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional first mortgage.
- 22.13 No Partition. No Unit Owner shall bring, or have any right to bring, any act of partition or for division of the Condominium Property, except under the conditions and circumstances prescribed in Section 18.5 of this Declaration.

CONDOMINIUM UNIT AND PARCEL	PERCENTAGE OF UNDIVIDED INTEREST	UNIT OWNERS SHARE OF COMMON EXPENSES AND COMMON SURPLUS
911	1.6666	1.6666
912	1.6666	1.6666
913	1.6666	1.6666
914	1.6666	1.6666
915	1.6666	1.6666
916	1.6666	1.6666
921	1.6666	1.6666
922	1.6666	1.6666
923	1.6666	1.6666
924	1.6666	1.6666
925	1.6666	1.6666
926	1.6666	1.6666
1011	1.6666	1.6666
1012	1.6666	1.6666
1013	1.6666	1.6666
1014	1.6666	1.6666
1015	1.6666	1.6666
1016	1.6666	1.6666
1021	1.6666	1.6666
1022	1.6666	1.6666
1023	1.6666	1.6666
1024	1.6666	1.6666
1025	1.6666	1.6666
1026	1.6666	1.6666
1031	1.6666	1.6666
1032	1.6666	1.6666
1033	1.6666	1.6666
1034	1.6666	1.6666
1035	1.6666	1.6666
1036	1.6666	1.6666
1111	1.6666	1.6666
1112	1.6666	1.6666
1113	1.6666	1.6666
1114	1.6666	1.6666
1115	1.6666	1.6666
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1211	1.6666	1.6666
1212	1.6666	1.6666
1213	1.6666	1.6666
1214	1.6666	1.6666
1215	1.6666	1.6666
1216	1.6666	1.6666
1221	1.6666	1.6666
1222	1.6666	1.6666
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100%

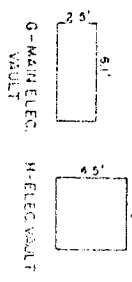
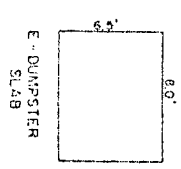
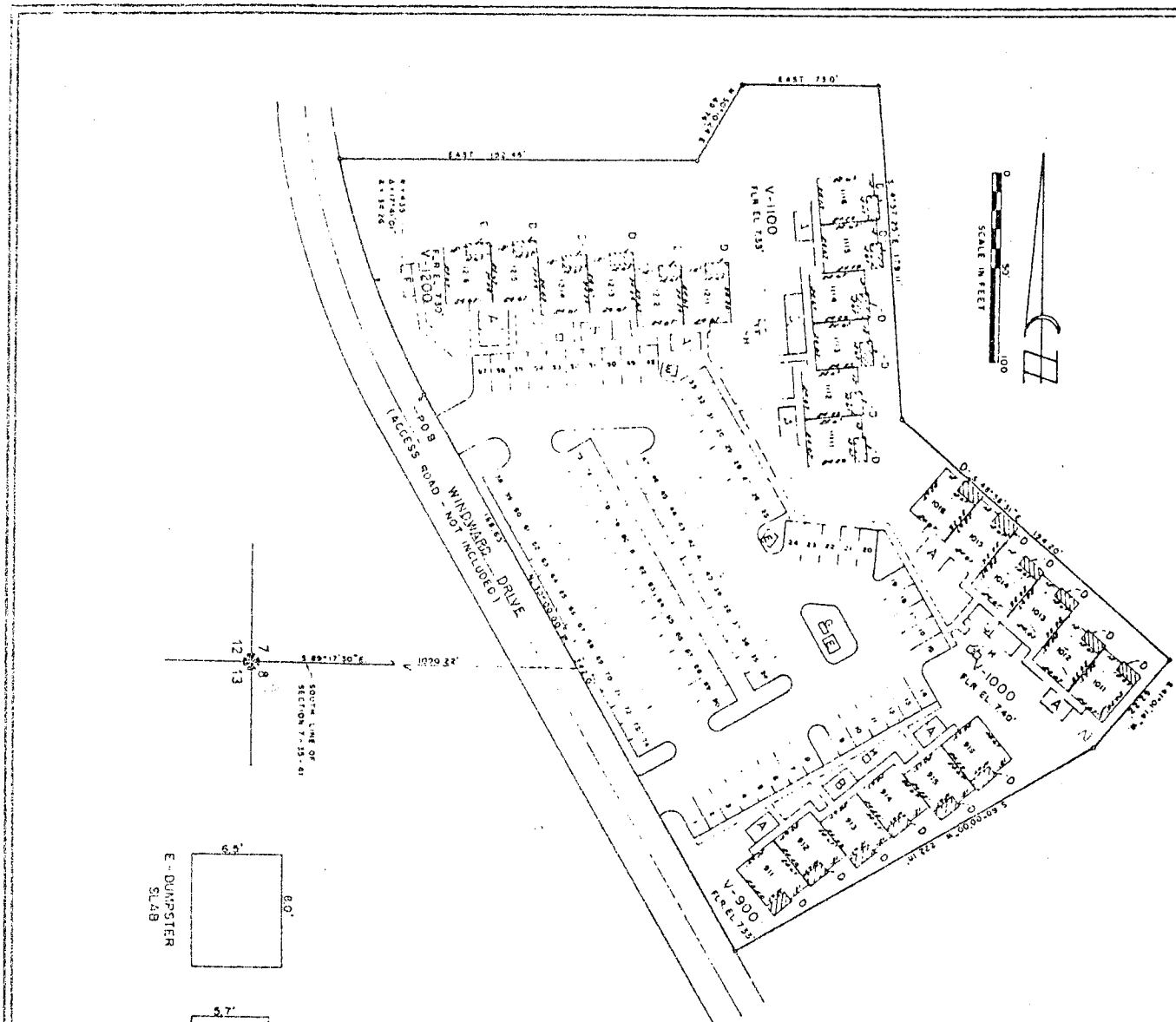
100%

OCEAN VILLAS III, INCORPORATED, a Florida nonprofit corporation, has been formed to operate this Condominium as set forth in the Articles of Incorporation attached hereto as Exhibit No. 3, and all members of the Association shall, as Unit Owners, share in the Common Expenses in the foregoing ratios.

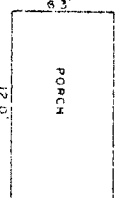




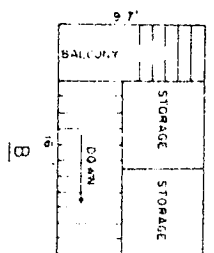
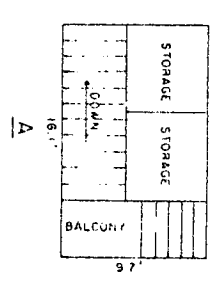
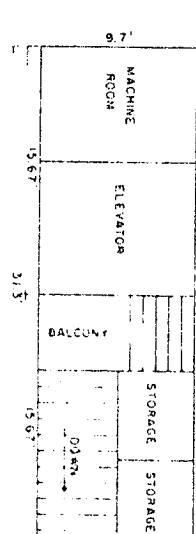
OCEAN VILLAS III, A CONDOMINIUM



LIMITED COMMON ELEMENT DETAIL



COMMON ELEMENT DETAILS



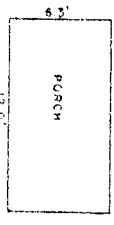
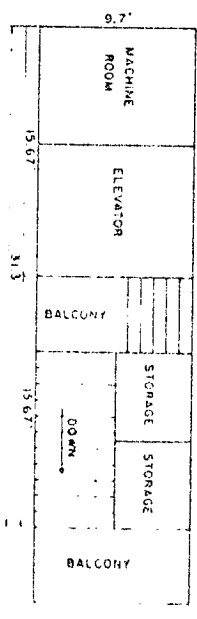
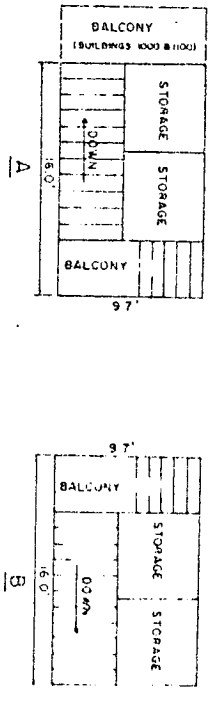
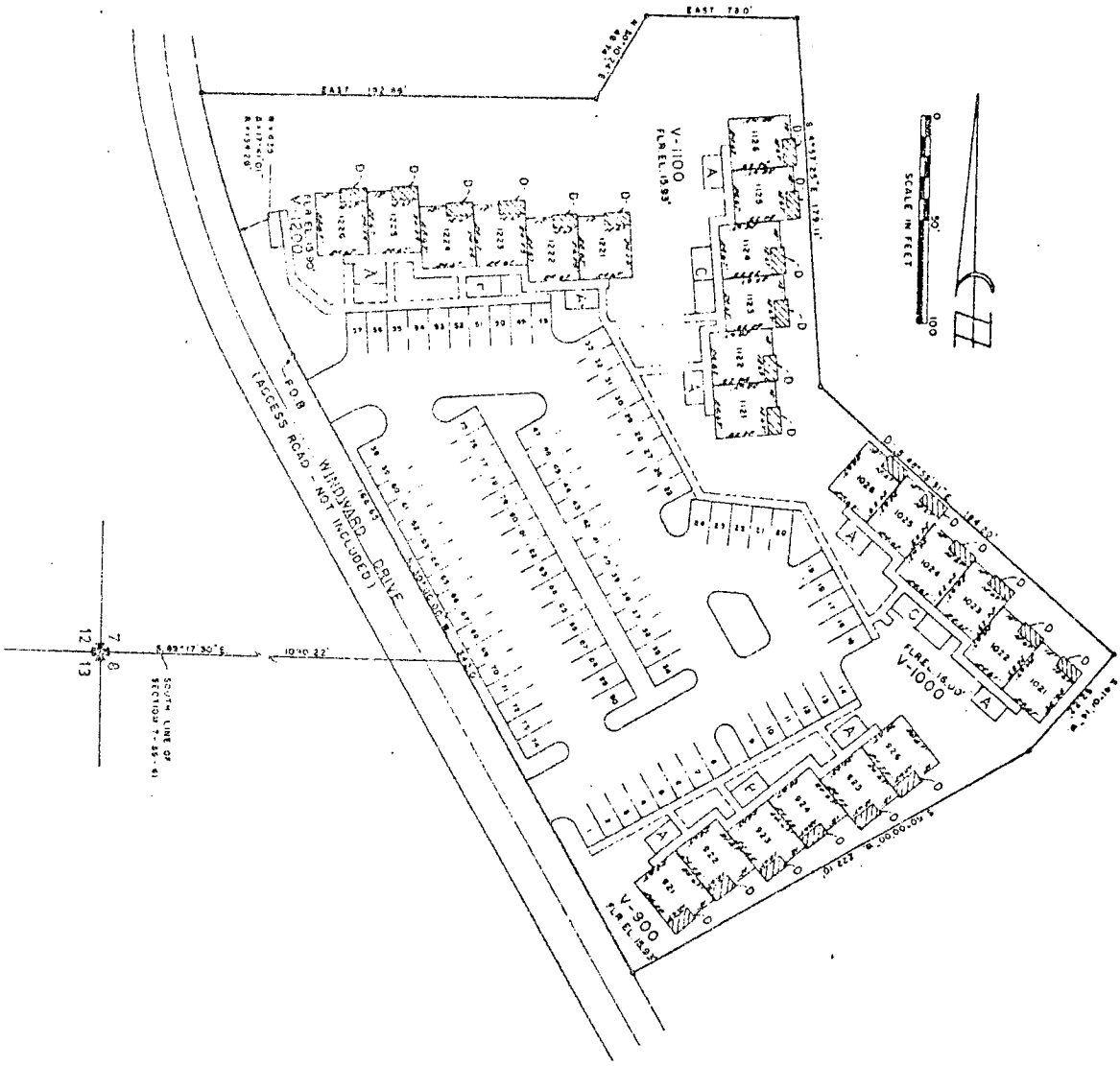
FIRST FLOOR DESIGNATION  
 OCEAN VILLAS III  
 A CONDOMINIUM

EXHIBIT 1 SHEET B

C P S & S ASSOCIATES, INC.  
 ARCHITECTS AND ENGINEERS  
 LAND SURVEYORS

OR BOOK 277 page 2715

OCEAN VILLAS III, A CONDOMINIUM



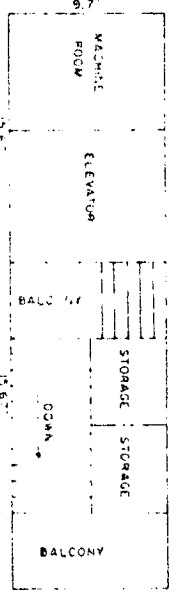
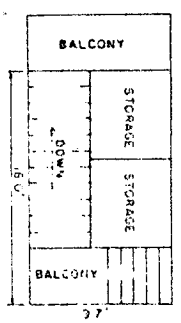
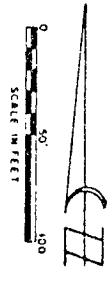
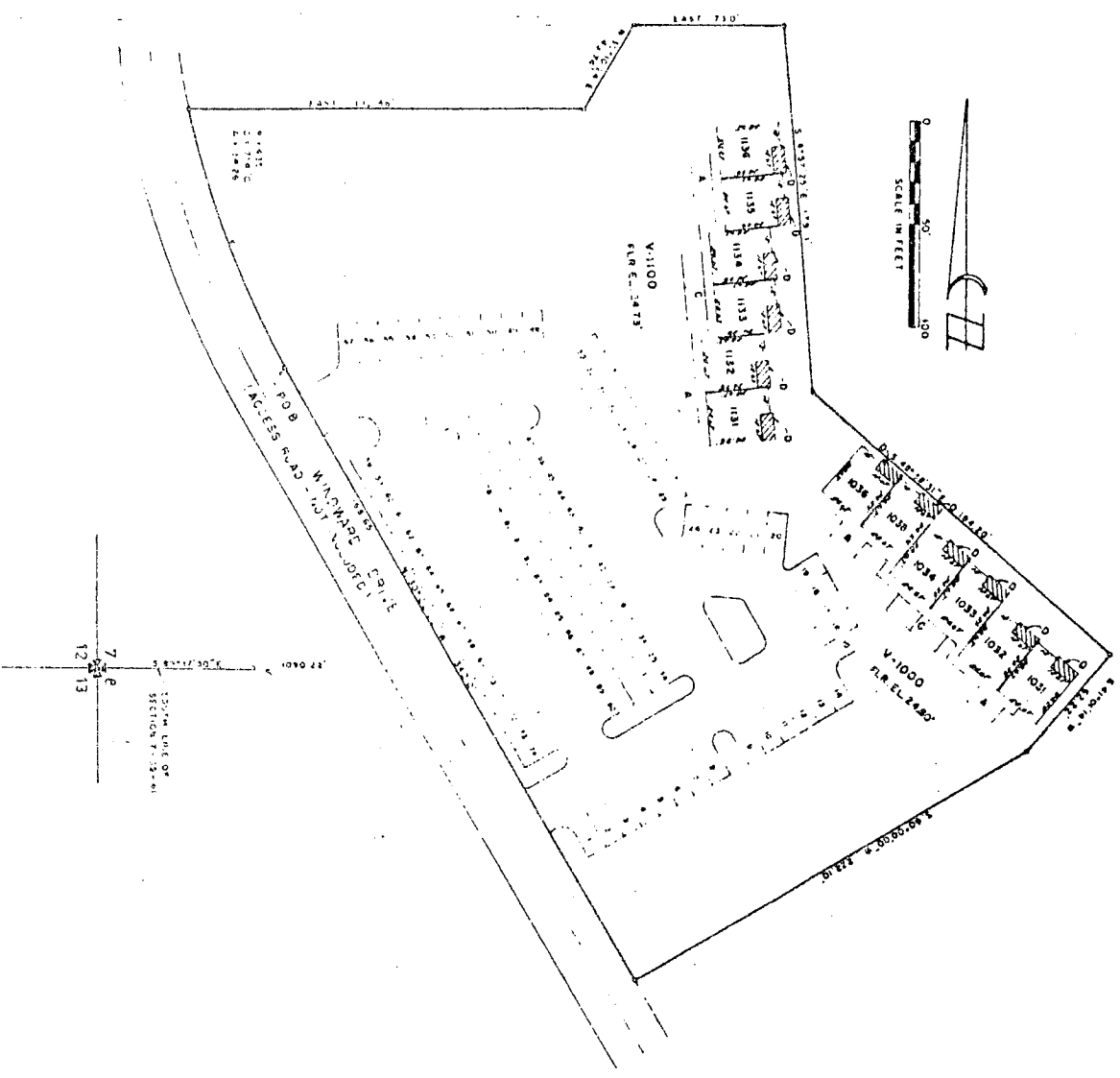
LIMITED COMMON ELEMENT DETAIL

COMMON ELEMENT DETAILS

SECOND FLOOR DESIGNATION  
 OCEAN VILLAS III  
 A CONDOMINIUM  
 EXHIBIT I SHEET C

C.F.E. & ASSOCIATES  
 CONSULTING ENGINEERS  
 AND ARCHITECTS  
 1400 S.W. 10TH AVENUE  
 MIAMI, FLORIDA 33135

OCEAN VILLAS III, A CONDOMINIUM



LIMITED COMMON ELEMENT DETAIL

COMMON ELEMENT DETAILS

THIRD FLOOR DESIGNATION

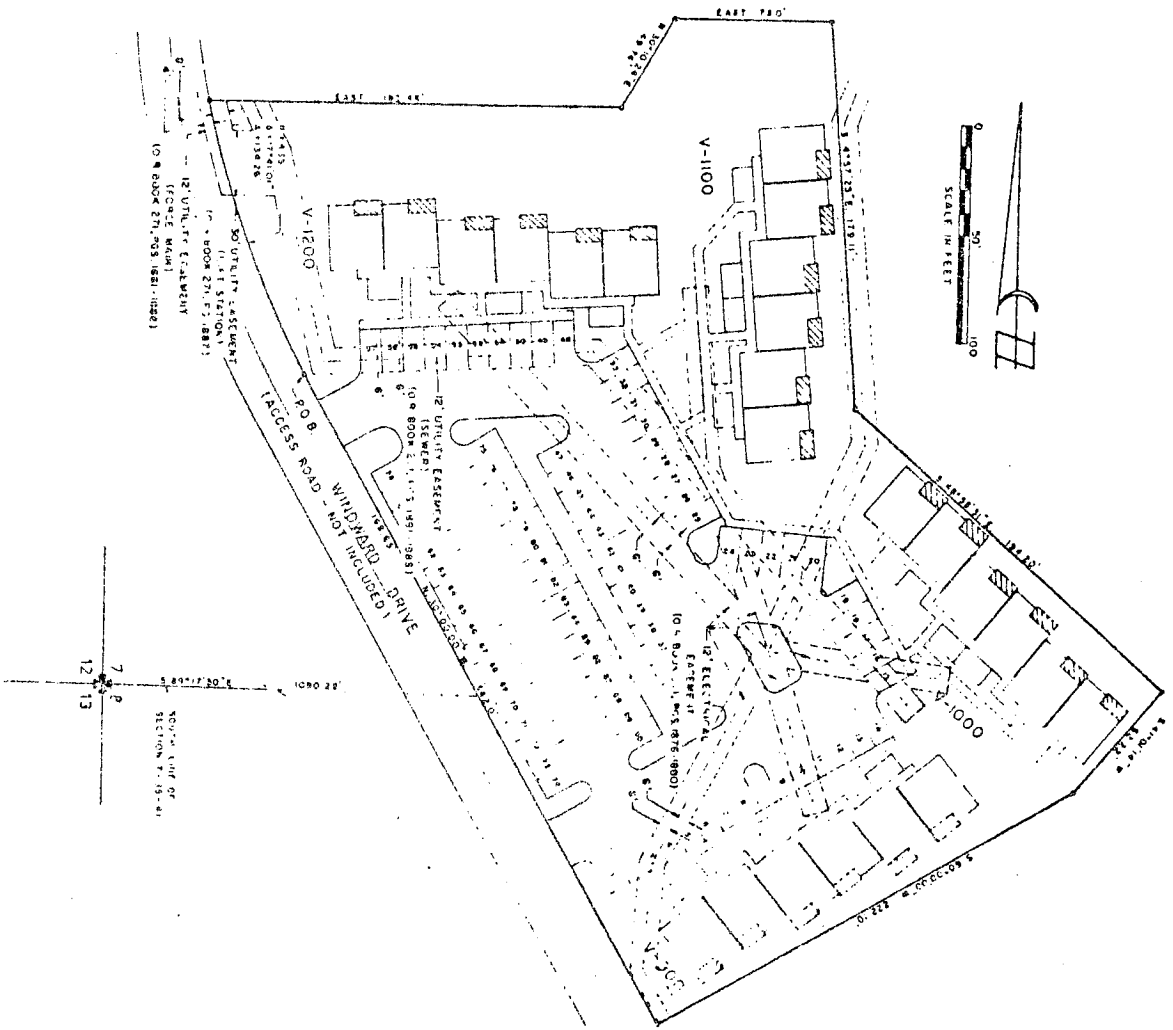
OCEAN VILLAS III  
A CONDOMINIUM

EXHIBIT I SHEET D

C.F.S. & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
AND SURVEYORS



OCEAN VILLAS III, A CONDOMINIUM



EASEMENT LOCATION  
 OCEAN VILLAS III  
 A CONDOMINIUM  
 EXHIBIT I SHEET F

F. P. S. and ASSOCIATES, INC.  
 CONSULTING ENGINEERS  
 AND ARCHITECTS  
 LAND SURVEYORS  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, Florida 33304

**AMENDED AND RESTATED  
BYLAWS  
OF  
OCEAN VILLAS III, INCORPORATED  
A FLORIDA NOT-FOR-PROFIT CORPORATION**

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**NOTE: This document is a substantial rewording of the Bylaws for Ocean Villas III, Incorporated. See original provisions for present text.**

**ARTICLE 1**

**GENERAL**

1.1 **The Name.** The name of the Corporation shall be OCEAN VILLAS III, INCORPORATED, hereinafter referred to as the "Association."

1.2 **Principal Office.** The principal office of the Corporation shall be at 2400 South Ocean Drive, Fort Pierce, Florida 34949-5018, or at such other place as may be subsequently designated by the Board of Directors.

1.3 **Identity.** This Corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617, Florida Statutes, for the purpose of operating and managing Ocean Villas III, a Condominium, pursuant to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes ("Act").

1.4 **Definition.** As used herein, the term "Corporation" shall be the equivalent of "Association," and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium (the "Declaration"). Any terms not defined in the Declaration shall have those definitions established by the Condominium Act.

**ARTICLE 2**

**MEMBERSHIP AND VOTING PROVISIONS**

2.1 **Membership.** Membership in this Association shall be limited to record owners of Units in the Condominium. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be authorized to attend meetings. If Unit ownership is vested in a trust or, to the extent permitted by the Declaration, any other entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.

2.2 **Voting Rights.** On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in the Declaration. Said votes shall be exercised or cast in the manner provided by the Declaration and these Bylaws. Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned. The vote of a Unit shall not be divisible. Unless otherwise set forth in the Declaration, the Articles of Incorporation, these Bylaws or in the Act, matters shall be voted on by the membership of the Association and shall be determined by a vote of a majority of the voting interests ("Voting Interests") present and voting, in person or by proxy, at any meeting at which a quorum is established, or by written agreement.

2.3 **Quorum.** Unless otherwise provided in these Bylaws, the presence in person or by proxy of thirty percent (30%) of the Voting Interests of the Association shall constitute a quorum. A quorum is not required for elections pursuant to Section 4.2 hereof.

2.4 **Voting Procedure.** Votes may be cast in person, by written agreement or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to or at the meeting at which they are to be used, or prior to or at any lawful adjournment thereof, and shall be effective only for the specific meeting for which originally given and any lawful adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

2.5 **Designation of Voting Member.** If a Unit is owned by one or more persons, their right to vote shall be established by the record title to the Unit and any one of them may cast the vote for the Unit. If a Unit is owned by a trust or, to the extent permitted by the Declaration, another entity, it shall designate the representative, officer, employee or agent entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by its authorized representative. The person designated in any such certificate shall be known as the Voting Member. If, for a Unit owned by a trust or other permitted entity, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit.

### ARTICLE 3

#### MEMBERSHIP MEETINGS

3.1 **Place.** All meetings of Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 **Notices.** It shall be the duty of the Secretary to send by regular mail, hand delivery or electronic transmission a notice of each annual or special meeting to each Unit Owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) continuous days prior to such meeting. The Board may adopt a rule to provide that, in lieu of posting notice of a members' meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting shall list the time, place and purpose thereof and shall incorporate an identification of agenda items. All notices shall be mailed, hand delivered or sent by electronic transmission to the address last furnished to the Association by the Unit Owner as it appears on the books of the Association to each Unit Owner. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice, or a United States Postal Service Certificate of mailing, shall be included in the official records of the Association affirming that the notice was mailed, delivered or transmitted in accordance with Florida law. Notice of specific meetings may be waived in writing before or after the meeting.

3.3 **Annual Meeting.** The annual meeting for the purpose of electing directors for the Board of Directors and transacting any other authorized business shall be held at such date and time as shall be selected by the Board of Directors. At the annual meeting, the Members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 **Special Meeting.** Special meetings of the Members for any purpose, unless otherwise prescribed by statute, may be called by the President, or in the absence of the President, the Vice President, or shall be called by the President or Secretary at the



request, in writing, of a majority of the Board of Directors or at the request, in writing, of Members representing one-fourth (1/4) of the total voting interests in the Association. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 **Action by Members Without a Meeting**. Notwithstanding anything herein to the contrary, any action required or permitted to be taken at any annual or special meeting of Members may be taken by written agreement without a meeting, signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth), so long as at least a quorum of the members participates and so long as the number of votes required to authorize or approve such action is obtained. Voting by written agreement shall be done in accordance with the provisions of the applicable Statute, as same may be amended from time to time.

3.6 **Adjourned Meeting**. If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present. If any agenda item at a meeting of the members cannot be approved because approval of more than a quorum of the members is required but such required percentage is not present or is not achieved, the meeting may be adjourned from time to time until the requisite vote is achieved.

3.7 **Order of Business**. The order of business at annual Members' meetings, and as far as practical at other Members' meetings, shall be:

- A. Call to order by President or Chairman;
- B. Appointment of chairman of the meeting by the President or, in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association or a representative of the Association's management company who will conduct the meeting without vote;
- C. Appointment of inspectors of election;
- D. Election of directors;
- E. Calling of the roll and certifying of proxies;
- F. Proof of notice of the meeting or waiver of notice;
- G. Reading and disposal of any unapproved minutes;
- H. Reports of officers;
- I. Reports of committees;
- J. Unfinished business;
- K. New business;
- L. Adjournment.

## ARTICLE 4

### DIRECTORS

4.1 **Membership**. The affairs of the Association shall be managed by a Board consisting of not less than five (5) nor more than seven (7) directors; provided, however, that the total number of directors shall always be an odd number. The number of directors shall be determined by the Board of Directors each year prior to the mailing or other transmission of the second notice of the annual meeting and election of directors as further prescribed in Section 4.2.F. hereinbelow. Unless the number of directors is otherwise increased or decreased as specified in this Section 4.1, the total number of the directors' positions shall remain the same as in the prior year's term. All directors shall be Members of the Association or the spouse of a Member.

4.2 **Election of Directors**. Election of directors shall be conducted in the following manner:

A. Election of directors shall be held at the annual Members' meeting.

B. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies, except for vacancies caused by the recall of a majority of the Board. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited. There shall be no quorum requirement; provided, however, at least twenty percent (20%) of the eligible votes must cast a ballot in order to have a valid election.

C. Written notice of the scheduled election shall be mailed, hand delivered or electronically transmitted to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed, hand delivered or electronically transmitted to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

D. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association. The determination of eligibility to be a candidate and/or serve on the Board will be in accordance with the Act as amended from time to time.

E. Upon the timely request of the eligible candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in Paragraph F below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half (8-1/2) by eleven (11) inches. Any eligible candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than 35 days before the election. The Association is not liable for the contents of the information sheets prepared by the candidates. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association.

F. Not less than fourteen (14) days before the scheduled election, the Association shall mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Each Unit shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall

indicate the name of the voter and the Unit or Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person owns more than one Unit and is, therefore, entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his or her signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

G. The written ballot shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided and in accordance with the Florida Condominium Act.

H. Any envelopes containing ballots not prevalidated as provided in subsection 4.2(I) below shall be collected by the Association and shall be transported to the location of the election. An impartial committee of persons appointed by the Board shall validate and process the ballots. The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 4.2(F) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 4.2(I) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association for such time period as may be required by the Act. Board members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

I. The Association may verify outer envelope information in advance of the meeting by following the procedure set forth in Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021(10), Florida Administrative Code.

J. The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. However, the Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage eligible and qualified persons to become candidates for the Board.

K. The provisions of Paragraphs (B) through (J) of this Section 4.2, are in accordance with Section 718.112(2)(d)(3), Florida Statutes, and Section 61B-23.0021, Florida Administrative Code. In the event such Statute or Code is repealed, the Board shall determine the procedure for elections of directors. In the event said Statute or Code is amended, these Bylaws shall be deemed automatically amended to comply with any such changes.

L. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Unit Owners that one or more Board member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

M. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

4.3 **Organizational Meeting.** The organizational meeting of a newly elected Board shall be held after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Notice of such organizational meeting, which notice specifically incorporates an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency.

4.4 **Term and Vacancies.** Vacancies on the Board caused by the expiration of a director's term shall be filled by electing new Board members. The term of each director's service shall be for one (1) year and subsequently until his successor is duly elected and qualified, or until he or she resigns or is removed in the manner elsewhere provided.

4.5 **Recall.** Any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of the Voting Interests. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. The recall of a director shall be further governed by the applicable provisions of the Act and the Florida Administrative Code, as same may be amended from time to time.

4.6 **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, facsimile, electronic mail or telegraph, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board and only those committee meetings which committees have the authority to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget, shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously at the Condominium forty-eight (48) continuous hours preceding the meeting for the attention of the Members of the Association except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a regular Board meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall contain a statement that assessments will be considered and the nature, estimated cost and description of the purpose of any such assessments. The right of a Member to attend regular Board meetings includes the right to speak at such meetings with reference to all designated agenda items. A Member does not have the right to speak with reference to items not specifically designated on the agenda, but the Board, in its discretion, may permit a Member to speak on such items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any Member may tape record or videotape meetings of the Board, committee or Members; provided,

however, that the equipment utilized does not produce distracting sound or light emissions and subject to any rules which may be adopted by the Board regarding placement, assemblage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

4.7 **Special Meetings.** Special meetings of the directors may be called by the President or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of three (3) of the directors. Notice of the meeting shall be given personally or by mail, telephone, facsimile, electronic mail or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board shall be open to all Unit Owners, and notice of a special meeting shall be posted conspicuously at each Condominium forty-eight (48) continuous hours in advance for the attention of the Members of the Association except in the event of an emergency. However, written notice of any special meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, hand delivered or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. The Board may adopt a rule to provide that, in lieu of posting notice of a special Board meeting on the Condominium Property, the notice and agenda may be conspicuously posted and repeatedly broadcast on a closed-circuit cable television system serving the Association in the manner required by the Act. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature, estimated cost and description of the purpose of any such assessments. The right of a Member to attend special Board meetings includes the right to speak at such meetings with reference to all designated agenda items. The provisions set forth in Section 4.6 hereof with respect to speaking at meetings and recording of meetings shall also apply to special meetings.

4.8 **Waiver of Notice to Directors.** Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 **Quorum and Voting.** A quorum at directors meetings shall consist of a majority of the entire Board. 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, except when approval by a greater number of directors is required by the Declaration, the Articles or these Bylaws. Directors may not vote by proxy or secret ballot at Board meetings, except, if allowed by statute, for election of officers. A vote or abstention for each director present shall be recorded in the minutes. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action, unless otherwise provided in the Act as amended from time to time. Directors may meet by telephone conference and those attending by telephone conference may be counted toward a quorum and may vote by telephone, provided the telephone conference is conducted on a speaker so that the conversation of those Board members attending by telephone may be heard by the Board and any other person attending the meeting.

4.10 **Adjourned Meetings.** 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 that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 **Presiding Officer.** The presiding officer of the directors' meetings shall be the President, his or her designee or, in the absence of the President, the Vice-President or his or her designee. In the absence of the President or Vice-President, the directors present shall designate one of their number to preside or designate the attorney of the Association or a representative of the Association's management company to act as chairman.

4.12 **Order of Business.** The order of business at directors' meetings shall, to the extent practical, be:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Unfinished business;
- F. New business;
- G. Adjournment.

4.13 **Compensation.** Except as specifically provided in Section 6.9 of these Bylaws, Directors shall not be entitled to compensation for their services. No director, officer or manager required to be licensed under Florida Statutes Section 486.432 shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such individual who knowingly so solicits, offers to accept, or accepts any thing or service of value is subject to a civil penalty pursuant to Florida Statutes Section 718.501(1)(d). Out of pocket expenses incurred by directors shall only be reimbursed with the approval of a majority of the entire Board of Directors.

4.14 **Resignation.** Any Board member may resign at any time at a Board or members' meeting or by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

4.15 **Committees.** Any committee formed for the purpose of assisting in the promulgation of a budget or any committee that is delegated the authority to take final action on behalf of the Association shall conduct its meetings in accordance with the procedural requirements applicable to Board of Directors' meetings, set forth in Section 4.6 hereof. All other committee meetings shall be exempt from those requirements.

## **ARTICLE 5**

### **POWERS AND DUTIES**

The Board may exercise all powers and duties of the Association under Chapters 617 and 718, Florida Statutes, the Declaration of Condominium, Articles of Incorporation and Bylaws, except where a vote of the members is specifically required. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

- A. Operation, care, upkeep and maintenance of the Common Elements and facilities of the Condominium.
- B. Determination and adoption of the annual budget(s) of Common Expenses required for the operation of the Condominium and the Association.

C. Levying and collection of regular and special Assessments for Common Expenses from Unit Owners required to pay same.

D. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and facilities.

E. Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium Property and facilities.

F. Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.

G. Acquire Units at foreclosure or other judicial sales, in the name of the Association or its designee.

H. Selling or otherwise dealing with Units acquired by the Association or its designee.

I. Organization of Corporations to act as designees of the Association in acquiring title to Units or leasing Units by the Association.

J. Obtaining and reviewing insurance for the Condominium Property.

K. Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration.

L. Enforcement of the obligations of the Unit Owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.

M. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements. If any sum borrowed by the Board on behalf of the Association pursuant to authority contained in this subparagraph N is not repaid by the Association, a Unit Owner, who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

N. Contracting for the management of the Condominium and the delegation to such manager such powers and duties of the Board as the Board may deem appropriate in the circumstances, and contracting for the management or operation of portions of the Condominium Property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the Unit Owners. The Association may designate the manager or management company to act as the Association's agent to receive forms, requests, demands and other notifications from a Unit Owner or other related party, and may adopt rules instructing Unit Owners to forward any such requests or notices to the manager or management company on behalf of the Association. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declaration and these Bylaws to have approval of the Board or of the Unit Owners; (3) the delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board and is therefore not susceptible of delegation; and (4) same may be contrary to the Condominium Documents.

O. Further improve the Condominium Property, both real and personal, and purchase or otherwise acquire realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and acquire and enter into agreements pursuant to §718.114, Florida Statutes, as amended from time to time. Said rights shall specifically include but

not be limited to, the right to purchase or lease recreational facilities and real property containing or to contain recreational facilities.

## ARTICLE 6

### OFFICERS

6.1 **Executive Officers.** The executive officers of the Association shall be a President, one or more Vice Presidents, Secretary, and Treasurer, all of whom shall be members of the Board and shall be elected by and serve at the pleasure of the Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an assistant Secretary of the Association.

6.2 **Appointive Officers.** The Board may appoint such other officers from among the members as they may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.3 **Election.** The Board, at its first meeting after each annual meeting of general members, shall elect all officers.

6.4 **Term.** The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board.

6.5 **The President.** The President shall be the chief executive officer of the Association. Subject to the provisions of 4.11 hereinabove, the President shall preside at all meetings of Members and of the Board, shall exercise the executive powers of the Association and have general supervision over its affairs and other officers, and shall perform all of the duties incident to the office and such other duties as may be delegated to the President from time to time by the Board.

6.6 **The Vice President.** The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required by the Board. If the Board elects more than one Vice President, the order of succession shall be determined by the Board.

6.7 **The Secretary.** The Secretary or assistant Secretary shall issue notices of all Board meetings and all meetings of Members, shall attend and keep the minutes of same, and shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Unit Owners as set forth in the Act.

#### 6.8 **The Treasurer.**

6.8.1 The Treasurer shall have custody of the Association's funds and securities, shall keep full and accurate accounts of the Association's receipts and disbursements, and shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Unit in the manner required by the Act.

6.8.2 The Treasurer shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements, and shall render an account of all his or her transactions as the Treasurer, and of the financial condition of the Association to the Board whenever it may require it.

6.8.3 The Treasurer shall collect all assessments and shall report promptly to the Board the status of collections.

6.8.4 The Treasurer shall maintain accounting records according to good accounting practices and shall render to Unit Owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.



6.9 **Compensation.** Notwithstanding anything to the contrary in Section 4.13 of these Bylaws, compensation may be paid to an officer or employee, even if the person is a director acting in his or her capacity as an officer or employee, for services rendered to the Association within his or her duties as an officer or employee. In addition, compensation may be paid to a director, officer or employee for other services rendered to the Association outside of his or her duties as a director, officer or employee. However, the compensation in all such cases must be approved in advance by the Board of Directors, and if a director is to receive the compensation, the director to receive such compensation shall not be permitted to vote thereon. The directors shall have the right to set and pay all salaries and compensation to be paid to officers, employees, agents and attorneys for services rendered to the Association. However, no part of the net earnings of the Association may inure to the benefit of any private individual within the meaning of §523, Internal Revenue Code of the United States. Out of pocket expenses incurred by officers shall only be reimbursed with the approval of a majority of the entire Board of Directors.

6.10 **Resignations.** Any officer may resign at any time at a Board or members' meeting or by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

6.11 **Indemnification.**

6.11.1 Indemnity. The Association shall indemnify any officer, director or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he has reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

6.11.2 To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.11.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Section 6.11.

6.11.4 Miscellaneous. The indemnification provided by this Article 6.11 shall be in addition to the provisions of the Articles of Incorporation, and shall not be deemed exclusive of any other rights to which those seeking indemnification may be

entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

6.11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capability, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Section 6.11.

6.11.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6.11 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

## ARTICLE 7

### FINANCES AND ASSESSMENTS

7.1 **Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer(s) or agent(s) as may be designated by the Board.

7.2 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

#### 7.3 **Determination of Assessments.**

7.3.1 The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the Common Expenses set forth in the budget for the Association and the Condominium. Funds for the payment of Common Expenses shall be assessed against Unit Owners as provided in the Declaration of Condominium. Assessments shall be payable not less frequently than quarterly and shall be due on the first day of each quarter or month unless otherwise ordered by the Board. Assessments shall be made against Unit Owners in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Special Assessments, if necessary, shall be levied in the manner provided in the Act and shall be payable in the manner determined by the Board. All funds due under these Bylaws and the Declaration are Common Expenses.

7.3.2 Any meeting at which a proposed annual budget of the Association or an amendment thereto will be considered by the Board (or Unit Owners as provided in Section 7.3.3) shall be open to all Unit Owners. At least fourteen (14) days prior to such a meeting, the Board shall mail, hand deliver or electronically transmit to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

7.3.3 If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed 115 percent of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver or mail to each Unit Owner at the address

last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

7.3.4 The proposed annual budgets of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes. In addition to annual operating expenses and to the extent applicable, the budgets shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds the amount set forth in the Condominium Act, as same may be amended from time to time. The amount to be reserved shall be computed by means of such formula as is set forth in the Act or the Florida Administrative Code, as both may be amended from time to time. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The foregoing reserve account requirements shall not apply to an adopted budget in which the Members of the Association have determined by a majority vote of those present, in person or by proxy, at a duly called meeting of the Association at which a quorum is established, to provide no reserves or less reserves than those described in this subparagraph. The foregoing shall not prevent the Board from creating such other reserves as may be permitted by the Act or the Florida Administrative Code, as both may be amended from time to time.

7.3.5 When the Board determines the amount of any Assessment, the Treasurer shall mail or present to each Unit Owner a statement of Assessment specifying the amount of same and to whom and where same should be payable and sent. Upon request, the Treasurer shall give a receipt for each payment received.

7.4 **Application of Payments and Commingling of Funds.** All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

7.5 **Fidelity Bonds.** The Association shall obtain and maintain fidelity bonding of all persons who control or disburse funds of the Association in the principal sum not less than that required by the Condominium Act, as same may be amended from time to time.

7.6 **Financial Statements.** The Board shall cause to be prepared either a compiled, reviewed or audited financial statement, or a report of cash receipts and expenditures in lieu of financial statements, in accordance with the Condominium Act, as amended from time to time. The level of financial reporting may be increased or decreased in the manner provided in the Act, as amended from time to time.

## ARTICLE 8

### OFFICIAL RECORDS; UNIT OWNER INQUIRIES

The Association shall maintain official records as defined in the Act, as same may be amended from time to time, which shall be subject to inspection as provided in the Act, as same may be amended from time to time. The Board of Directors may adopt Rules and Regulations governing the frequency, time, location, notice and manner of records inspections and copying, which may be amended from time to time by the Board in its discretion. In addition, the Association shall respond to Unit Owner written inquiries as provided in the Act. The Board of Directors may adopt Rules and Regulations governing the frequency and manner of Unit Owner inquiries, which may be amended from time to time by the Board in its discretion.

## ARTICLE 9

### PARLIAMENTARY RULES

The Board of Directors may decide that Roberts' Rules of Order (latest edition) will govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration, the Articles or these Bylaws. However, the Board's failure to follow the parliamentary procedures prescribed in Roberts' Rules, or the Board's decision to disregard Robert's Rules in any particular instance, shall not be grounds to invalidate an otherwise lawful decision of the Board of Directors.

## ARTICLE 10

### AMENDMENTS

Except as otherwise provided, these Bylaws may be amended in the following manner:

10.1 **Notice**. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.2 **Adoption**. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-fourth (1/4) of the Voting Interests of the Association. A proposed amendment must be approved by not less than two-thirds (2/3rds) of the votes of the eligible members of the Association present, in person or by proxy, at a meeting of the members at which a quorum is obtained, or by written agreement where at least two-thirds (2/3rds) of the votes of the eligible members of the entire Association participates.

No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw . . . for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate any otherwise properly promulgated amendment.

10.3 **Execution and Recording**. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of St. Lucie County.

10.4 Proviso. These Bylaws may be amended in the manner provided herein, but no Amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Unit(s) without the written approval of the affected mortgagees of record.

## ARTICLE 11

### COMPLIANCE AND DEFAULT

11.1 **Violations**. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, the Bylaws, the Rules and Regulations, or the Act, the Association, by direction of its Board, shall notify the Unit Owner of said breach by written notice, transmitted to the Unit Owner at his Unit by certified mail. If such violation shall continue for a period of ten (10) days from the date of mailing of the notice, except in the event of an emergency, the Association shall have the following remedies, which shall be cumulative:

1. To commence an action in equity to enforce performance on the part of the Unit Owner; or
2. To commence an action at law to recover its damages; or
3. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.
4. To fine the Unit Owner in accordance with the Condominium Act and the Declaration.

11.2 **Negligence or Carelessness of an Owner**. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall include misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said Unit Owner as a specific assessment, enforceable in the same manner as any other assessment under the Declaration, including by recordation and foreclosure of a claim of lien.

11.3 **Costs and Attorney's Fees**. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

11.4 **No Waiver of Rights**. The failure of the Association or a Unit Owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

11.5 **Election of Remedies**. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.

## ARTICLE 12

### LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former Unit Owner or Member from any liability or obligation incurred under or in any way

connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Unit Owner and Member, arising out of, or which is in any way connected with, such ownership and membership.

## **ARTICLE 13**

### **LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition in any portion of the Condominium Property, nor for injury or damage caused by the elements or other Unit Owners or persons.

## **ARTICLE 14**

### **LIENS**

14.1 **Protection of Property.** All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium Documents or by law, whichever is sooner.

14.2 **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

14.3 **Notice of Suit.** A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

14.4 **Effect on Judicial Sale.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

## **ARTICLE 15**

### **CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration, the provisions of the Declaration shall prevail. Furthermore, if any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail.

## **ARTICLE 16**

### **CAPTIONS**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

## **ARTICLE 17**

### **SEVERABILITY**

In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
OCEAN VILLAS III, INCORPORATED**

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**NOTE: This document is a substantial rewording of the Articles of Incorporation for Ocean Villas III, Incorporated. See original provisions for present text.**

The Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes), and hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**NAME**

The name of the Corporation shall be OCEAN VILLAS III, INCORPORATED. For convenience, the Corporation shall be referred to in this instrument as the "Association" or the "Corporation," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**ARTICLE II**

**PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act") for the operation of Ocean Villas III, a Condominium ("Condominium"), in St. Lucie County, Florida.

**ARTICLE III**

**DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium ("Declaration") for Ocean Villas III, a condominium, and the Bylaws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE IV**

**POWERS**

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

4.1 General. The Association shall have all of the common law and statutory powers of a not-for-profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles or of the Act.

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act (except as to variances in these Articles and the Declaration which are permitted by the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as they may be amended from time to time, including, but not limited to, the following:

A. To make and collect regular and special Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.

C. To maintain, repair, replace, reconstruct, add to, and operate the Condominium and other property acquired or leased by the Association for use by Unit Owners.

D. To purchase insurance upon the Condominium and insurance for the protection of the Association, its officers, directors, and Members as Unit Owners, and such other parties as the Association may determine in the best interest of the Association.

E. To make and amend reasonable rules and regulations for the maintenance, operation and use of the Condominium Property and for all other lawful purposes.

F. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium.

G. To contract for the management of the Condominium, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the Bylaws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible to delegation.

H. To employ personnel to perform the services required for proper operation of the Condominium.

I. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Condominium.

J. To mitigate damages incurred to the Common Elements, Limited Common Elements or Association Property in the event of a casualty.

K. To borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, subject to those limitations provided in the Declaration.

4.3 Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

4.4 The Association shall make no distribution of income to its Members, directors or officers.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.



**ARTICLE V**

**MEMBERS**

5.1 Membership. The Members of the Association shall consist of all of the record Owners of Units in the Condominium; and, after termination of the Condominium, if same shall occur, the Members of the Association shall consist of those who are Members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium Parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of St. Lucie County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior Owner as to the parcel designated shall be terminated.

5.2 Assignment. The share of a Member in the funds and assets of the Association, in its Common Elements and its Common Surplus, and membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in the Declaration. Said votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

**ARTICLE VI**

**TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE VII**

**SUBSCRIBERS**

The names and addresses of the subscribers to the initial Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<b>John F. Flanigan</b>	<b>436 Oyster Road North Palm Beach, Florida</b>
<b>Daniel H. Jones</b>	<b>5938 Orchard Way West Palm Beach, Florida</b>
<b>Elaine O. Raymer</b>	<b>510 South 13<sup>th</sup> Place Lantana, Florida</b>

## ARTICLE VIII

### OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association, and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

## ARTICLE IX

### DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of not less than five (5) nor more than seven (7) directors, the exact number of which as determined in the manner provided in the Bylaws. All directors must be Members of the Association or the spouse of a Member.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws 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.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Except as otherwise provided by law, Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

## ARTICLE X

### INDEMNIFICATION

10.1 Indemnity. To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of, or a Committee member appointed by, the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding; and, with respect to any criminal action or proceeding; except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association or that such person shall have been found and adjudged to have committed fraud, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

10.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any provision other provision of the Declaration or Bylaws, agreement, vote of Members or otherwise, both as to action in the person's official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

10.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

## ARTICLE XI

### AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

11.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-fourth (1/4) of the Members of the Association. A proposed amendment must be approved by not less than two-thirds (2/3rds) of the votes of the eligible members of the Association present, in person or by proxy, at a meeting of the members at which a quorum is obtained, or by written agreement where at least

two-thirds (2/3rds) of the votes of the eligible members of the entire Association participates.

11.3 Limitation. No amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of Members, or any change in Section 4.3 and/or Section 4.4 in Article IV hereof, without approval in writing by all Members.

11.4 Recording. A copy of each amendment shall be filed with and certified by the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy shall be recorded in the Public Records of St. Lucie County, Florida.

## **ARTICLE XII** **ADDRESS**

The principal place of business of the Corporation shall be located at 2400 South Ocean Drive, Fort Pierce, Florida 34949-5018, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

## **ARTICLE XIII** **REGISTERED OFFICE ADDRESS** **AND NAME OF REGISTERED AGENT**

The registered agent of this Corporation shall be Lance D. Clouse, Esq., Becker & Poliakoff, P.A., 401 SE Osceola Street, First Floor, Stuart, Florida 34994, or as determined by the Board of Directors from time to time.