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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
ROBLES del MAR ("OAKS OF THE SEA") CONDOMINIUM,
THE ARTICLES OF INCORPORATION AND THE BY-LAWS
OF THE ROBLES DEL MAR ("OAKS OF THE SEA")
CONDOMINIUM ASSOCIATION, INC.**

BY *James Kanaw* D.C.
STATE OF FLORIDA
COUNTY OF INDIAN RIVER
PUBLIC RECORDS DEPT.
INDIAN RIVER COUNTY, FLA.

1987 MAY 26 AM 11: 22

RECORDED AND INDEXED
RECORDS DEPARTMENT

WHEREAS, the DECLARATION OF CONDOMINIUM OF ROBLES del MAR ("OAKS OF THE SEA") CONDOMINIUM ("DECLARATION"), together with Exhibits, was recorded on May 4, 1976 in Official Record Book 516, Page 960, Public Records of Indian River County, Florida, and was amended thereafter;

WHEREAS, Article VII of the Declaration of Condominium provides that the Declaration shall be amended by the affirmative vote of 75% of the voting interests of those Unit Owners present in person and by proxy at a duly called meeting at which a quorum is present;

WHEREAS, Article 12. of the Articles of Incorporation coupled with Sections 617.017, 617.02 and 607.181, Florida Statutes provide that the Articles shall be amended by the affirmative vote of a majority of all of the voting interests of the members of the Association, and by approval of a majority of the Board of Directors;

WHEREAS, Article XV of the By-Laws provides that the By-Laws shall be amended by the affirmative vote of 75% of the voting interests of those Unit Owners present in person or by proxy at a duly called meeting at which a quorum is present;

WHEREAS, a meeting of the Board of Directors was duly called and held on March 3, 1987, at which a majority of the full Board of Directors did vote to amend the Declaration, Articles of Incorporation and By-Laws in the various particulars set forth in the attached Exhibits;

WHEREAS, a meeting of the Unit Owners of ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, INC., was held on March 3, 1987, at which at least 75% of the voting interests of the Unit Owners present in person or by proxy did vote to amend the Declaration and By-Laws in the various particulars set forth in the attached Exhibits, and at least a majority of all of the voting interests of the Association did vote to amend the Articles in the various particulars set forth in the attached Exhibits;

WHEREAS, the Amendments to the Articles of Incorporation shall be filed with the Secretary of State; and this Certificate together with the amendments to the Articles of Incorporation certified by the Secretary of State, and the amendments to the Declaration of Condominium and By-Laws shall be filed and recorded in the Public Records of Indian River County, Florida.

NOW, THEREFORE, the Declaration of Condominium of ROBLES del MAR ("OAKS OF THE SEA") CONDOMINIUM, Articles of Incorporation and By-Laws of the Association be and are hereby amended in the particulars as stated in the attached Exhibits; said amendments shall run with the real property known as ROBLES del MAR ("OAKS OF THE SEA") CONDOMINIUM and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and resident thereof; and except as otherwise amended hereby, the Declaration, Articles and By-Laws shall remain unchanged and in full force and effect.

THIS INSTRUMENT PREPARED BY: JAY STEVEN LEVINE, P.A.
70 Royal Palm Blvd., Suite C
Vero Beach, FL 32960
Tel: 305/569-2405

Return to: Jay Steven Levine, P.A.
824 U.S. Highway One * Suite 310
North Palm Beach, Florida 33408

MA

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the Declaration of Condominium of ROBLES del MAR ("OAKS OF THE SEA") CONDOMINIUM, Articles of Incorporation and By-Laws of the ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, INC., and that a majority of the full Board of Directors at a duly scheduled and held meeting of the Board at which a Quorum was present did vote and approve same. Furthermore, at least 75% of the voting interests of those Unit Owners present in person or by proxy at a duly scheduled and held meeting of the Owners at which a Quorum was present did vote and approve the Amendments to the Declaration and By-Laws in the attached Exhibits, and at least a majority of all of the voting interests of the Unit Owners in the Association did vote and approve the Amendments to the Articles of Incorporation in the attached Exhibits.

DATED this 20th day of April, 1987.

WITNESSES:

ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, INC.

Edward W. Meade

by: *Alan M. Boden*
VicePRESIDENT:

Cynthia B. Bodie

attest: *Emily S. Bodie*
SECRETARY:

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 20th day of April, 1987, 1987, before me personally appeared Suzanne Boden and Emily Bodie VicePresident and Secretary respectively, of ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, INC., a Florida not for profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

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

Yvonne B. Fertic
NOTARY PUBLIC, State of Florida at
Vero Beach

My Commission Expires:

Dec 27, 1990

/rvb

A:ROBL051/.01

AMENDED AND RESTATED

**DECLARATION OF CONDOMINIUM
OF
ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM
SUBMISSION STATEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That ROBLES DEL MAR ("OAKS OF THE SEA"), INC. a Florida corporation (hereinafter referred to as the "Developer"), the owner of the fee simple title to the property (hereinafter referred to as the "Condominium Property") described in Exhibit "A", attached to and made a part hereof, hereby makes and declares the restrictions, reservations, covenants, conditions and easements hereinafter set forth as applicable to the property described in said Exhibit "A", and hereby submits said property to condominium ownership, pursuant to Chapter 718 Florida Statutes, as amended (hereinafter referred to as the "Condominium Act").

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the Condominium Property or equitable servitudes upon said property, as the case may be, and shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as defined in the Condominium Act. All grantees, devisees, or mortgagees, their heirs, legal representatives, successors and assigns, and all parties claiming by, through or under said persons, in consideration of receiving and acceptance of a grant, devise, or mortgage covering a Unit, agree to be bound by the provisions hereof and the Articles of Incorporation and By-Laws, as they exist from time to time, of ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, INC. a non-profit Florida corporation (hereinafter referred to as the "Association"), which will be the entity responsible for the operation of the Condominium.

I.

**INSTRUMENTS, ETC. GOVERNING CONDOMINIUM
AND OWNERS OF CONDOMINIUM PARCELS**

A. Except where permissive variances therefrom appear in this Declaration, the Articles of Incorporation of the Association, which are attached hereto and made a part hereof as Exhibit "B", or the By-Laws of the Association, which are attached hereto and made a part hereof as Exhibit "C", or any lawful amendments to said instruments, the provisions of the Condominium Act, including the present definitions therein contained, are adopted herein by express reference as if set forth herein in *haec verba*, and the Condominium Act, and this Declaration, and the Articles of Incorporation and By-Laws of the Association, as lawfully amended from time to time, and the various instruments and documents referred to herein, shall govern this Condominium and the rights, duties and responsibilities of the Owners of Condominium Parcels therein.

B. "Institutional mortgage", sometimes referred to as "first mortgage" herein, shall be defined as a first mortgage originally executed and delivered to or held through assignment or assignments by a bank or a savings and loan association, or an insurance company, or a title insurance company, or a pension trust, or a real estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing, or a designee of any of the foregoing, or the Developer or any of its subsidiaries.

C. "Institutional mortgages", sometimes referred to as "mortgages" herein, shall be defined as a bank or savings and loan association or an insurance company or a title insurance company or a pension trust or real estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing or a designee of any of the foregoing, owning an institutional mortgage on one or more Condominium parcels, or any of the foregoing who acquires an institutional mortgage as herein defined, by assignment or through means assignments from a non institutional mortgagee.

II.

PROPERTY EXCLUDED FROM CONDOMINIUM UNIT

The Owner of a Unit in the Condominium Property shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall said Owner be deemed to own supporting columns, pipes, wires, conduits, or other public utility lines running through said Unit, which are utilized for or serve more than one (1) Unit, and said items are by this Declaration hereby made a part of the Common Elements. Said Owner, however, shall be deemed to own the interior walls and partitions which are contained in said Owner's Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc., contained in said Unit, the windows and screens.

This instrument was Prepared By
ROBERT J. WEISSLER, ATTORNEY
1003 DuPont Building
Miami, Florida 33131

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III.
CONDOMINIUM PROPERTY, SURVEY, NAME, ETC.

A. The legal description of the Condominium Property is described in Exhibit "A", together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

B. Attached hereto and made a part hereof is a survey of the Condominium Property prepared and certified by S. P. Musick, Registered Land Surveyor, licensed to practice as such in the State of Florida. Also attached hereto is a graphic description of the improvements in which the Units are located, prepared by Robert T. Kojany, architect, which identifies each Unit by number and letter, so that no Unit bears the same designation as any other Unit, and a plot plan thereof. The identification, location, dimensions and size of each Unit and the Limited Common Elements and the Common Elements appear thereon. Together with this Declaration they are in sufficient detail to identify the Common Elements and each Unit, their locations and dimensions. The attached exhibits, herein referred to contain 11 sheets and are identified as Exhibit "D".

C. Developer reserves the right to change the interior design and arrangement of all Units as long as Developer owns the Units so changed and altered, provided such change shall be contained in an amendment of this Declaration, and provided, further, that an amendment for such purpose need be executed and acknowledged only by the Developer and need not be approved by the Association, its officers, directors and members, or Unit Owners, whether or not elsewhere required for an amendment to this Declaration.

D. Developer reserves the right to alter the boundaries between Units, so long as Developer owns the Units so altered; to increase or decrease the number of Units, and to alter the boundaries of the Common Elements, as long as the Developer owns the Units abutting the Common Elements where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the institutional mortgagees of a first mortgage covering the Units affected, whether the said Units are encumbered by original mortgages, or whether they are included in an overall construction mortgage on the Condominium Property, and such amendment shall not require the approval of the Association, its officers, directors or members, or Unit Owners.

E. The name by which the Condominium is identified is ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM located at 5801 North A-1-A, Indian River Shores, Florida.

IV.
IDENTIFICATION OF CONDOMINIUM

A. The Condominium consists of two (2) separate three (3) story buildings, each containing 36 condominium units for a total of 72 condominium units. One building is designated as the "North Building" and the other is designated as the "South Building". There are 36 two bedroom, two bathroom units; 12 two bedroom, two bathroom with Lanai units; 12 two bedroom, two and one-half bathroom units; and 12 three bedroom, three bathroom units. The condominium also consists of Common Elements which include parking spaces, swimming pool, tennis courts, club house and other recreational facilities, all of which are more specifically described on Exhibit "D" which is attached hereto and made a part hereof. Each unit shall be identified by number followed by the letter "N" (North Building) or "S" (South Building), which will designate which building the unit is located in.

B. The Developer reserves the right to decorate and furnish the Common Elements of the Condominium and the Recreational Facilities located thereon in the manner and style to be determined solely by the Developer.

V.
**OWNERSHIP OF COMMON ELEMENTS; COMMON EXPENSES
AND COMMON SURPLUS**

A. The undivided interest in and to the Common Elements and/or Common Property which each Unit Owner shall own by reason of his ownership of a Condominium Parcel and/or Unit in the Condominium is set forth in Exhibit "E" attached hereto and made a part hereof.

B. The fee simple title to each Condominium Parcel shall include both the Unit and the undivided interest in the Common Elements and/or Common Property in the percentages set forth in Exhibit "E" of the whole; and said undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Any attempts to separate the fee simple title to a Unit from the undivided interest in the Common Elements and/or Common Property appurtenant to such Unit shall be null and void.

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C The common expenses of the Condominium, including the monthly maintenance charges, and the amounts referred to in Article XI, shall be borne and paid by each of the Unit Owners in the same percentages of the whole set forth in Exhibit "E"; and each Unit Owner shall share in the common surplus of the Condominium in the same percentages of the whole as such Unit Owner shares in the common expenses, etc.

VI.

VOTING RIGHTS

Subject to the provisions and restrictions set forth in the By-Laws of the Association, as amended from time to time, each Unit Owner shall be entitled to one vote in the affairs of the Association for each Unit owned by him.

VII.

METHOD OF AMENDMENT OF DECLARATION

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 By-Laws of the Association, by a ~~majority~~ majority vote of 75% of the Unit Owners present in person or by proxy and casting votes at such meeting.

as follows:

A. Notice. The full text of a proposed amendment shall be included in the notice of the Owners' meeting at which the proposed amendment is to be considered by the Unit Owners.

B. Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either a majority of the full Board of Directors of the Association or by 10% of the voting interests of the Members of the Association. Except as may elsewhere be provided, an Amendment shall be approved by not less than an affirmative vote of a majority of the full Board of Directors and by two-thirds of the voting interests of those Members present in person and by proxy at the Meeting. Owners not present in person or by proxy at the Owners' meeting considering the Amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the Owners' meeting. Directors not present at the Board meeting at which the Amendment is considered may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the Owners' meeting.

C. Recording.

All amendments shall be recorded and shall be evidenced by a certificate executed in the manner required by the Condominium Act.

D. Provisos.

No amendment shall change any Condominium Parcel nor 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) and all record owners of institutional first mortgages shall join in the execution of the amendment. No amendment shall be adopted or passed which shall impair or prejudice the rights and priorities of any institutional first mortgage, or its rights under an institutional first mortgage. No amendment shall ever be adopted or passed, irrespective of the fact that all members of the Association may be in favor of such amendment, which shall impair, alter, amend, rescind or cancel the insurance Trustee provisions contained in Article XII (b) (2) or to nullify the provisions contained in the tenth Article of the Charter and/or Articles of Incorporation of the Association without the consent of all the Institutional First Mortgages holding institutional first mortgages. The provisions of this Article shall not apply to the amendments of the Declaration by the Developer pursuant to Article III (c) and (d).

VIII.

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Association. No modification or amendment to the By-Laws of the Association shall be valid unless the same is set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act as it exists from time to time. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any institutional first mortgage covering or encumbering any Condominium Parcel or Parcels, or which would nullify the tenth Article of the Charter and/or Articles of Incorporation of the Association.

IX.

THE OPERATING ENTITY

As has been hereinabove set forth, the Association responsible for the operation of the Condominium is ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, organized and existing pursuant to the Condominium Act. Said Association shall have all the powers and duties set forth in the Condominium Act, as well as all of the powers and duties as are granted to or imposed upon it by this Declaration, the By-Laws of said Association, and its Articles of Incorporation. Every Owner of a Condominium Parcel, whether he has acquired the ownership by purchase or by gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the said Association, as they may exist from time to time, and by the provisions of this Declaration as they may exist from time to time. Every owner of a condominium parcel in ROBLES DEL MAR ("OAKS OF THE SEA") Condominium shall automatically be and become a member of the association.

X
MAINTENANCE OF COMMON ELEMENTS AND ALTERATION
OF THE CONDOMINIUM PROPERTY

(NOTE: THIS SECTION X IS A COMBINATION OF SECTION X AS ORIGINALLY WRITTEN AND ARTICLE XV OF THE DECLARATION. THIS SECTION X IS A SUBSTANTIAL REWORDING OF ARTICLE XV. SEE ARTICLE XV FOR THE PRESENT TEXT.)

A. Common Elements - Maintenance

A. The maintenance of the Common Elements shall be the responsibility of the Association; and there shall be no material alteration or substantial additions to the Common Elements except in a manner provided for in the Declaration or in the By-Laws of the Association.

The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance, repair and replacement of the Condominium Property and may join with other condominium or homeowners associations in contracting with the same firm, person or corporation for maintenance, repair and replacement.

B. Units - Maintenance. Each Owner shall be responsible to maintain, repair and replace all non-structural portions of the Unit, inclusive of windows and screens which constitute part of the Unit.

C. Limited Common Elements - Maintenance. The following shall apply to Limited Common Elements referred to in Article XVI, Section A of this Declaration:

1. Owner Responsibility. The Owner entitled to exclusive use of the terraces and balconies shall be responsible to maintain, repair and replace all portions of same which are not the responsibility of the Association as provided for in Section C.2 next below.

2. Association Responsibility. The Association shall be responsible for the maintenance, repair and replacement of those portions of the terraces and balconies that are exterior to the screening surrounding same, if screened, and if not screened but enclosed with a glass enclosure, then: the entire glass enclosure, including the portions thereof which hold the glass in place. The Association shall also be responsible to maintain, repair and replace all structural portions of the said terraces and balconies.

D. Exterior Painting. The Association shall determine the color scheme for all portions of the exterior of the Buildings. "Exterior" as used in this Section D shall mean all portions of the Buildings which face outside, inclusive of all portions of the terraces and balconies (floor and ceiling included) referred to in Article XVI of this Declaration, and inclusive of the doors and windows which face outside. When an Owner discharges his or her responsibility to paint portions of the exterior, as required under this Declaration, the Owner must utilize the paint color dictated by the Association.

E. Alteration and Improvement to the Condominium Property.

1. By the Association. The Association shall be permitted to make alteration(s) and/or improvement(s) to the Common Elements, Limited Common Elements and/or other Association Property, by the vote of the Board of Directors alone, provided that same costs under \$10,000.00. However, any such alteration(s) and/or improvement(s) which cost \$10,000.00 or more, must be approved by the vote or consent of the Board of Directors and also by the vote or consent of two-thirds (2/3) of the voting interests of those Owners present in person and by proxy at any regular or special meeting of the Unit Owners. Proviso. Notwithstanding the provisions of this Section E.1 to the contrary, the vote of the Owners shall not be required where the expenditure is necessary in the maintenance, repair, replacement or protection of the Common Elements, Limited Common Elements and/or Association Property. The Board vote necessary to expend \$10,000.00 or more under this Section E.1 shall be a majority of the entire Board of Directors.

2. By the Unit Owners. No Unit Owner shall make any alteration, improvement, decoration, or change to the Common Elements, Limited

Common Elements, or to any outside or exterior portion of the Building, whether within a Unit or part of the Common Elements or Limited Common Elements. Furthermore, no

-No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his Unit, or impair or interfere with any easement.

F. Access by the Association.

1. to allow the Board of Directors or the agents or employees of the Association to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within Units or the Common Elements, or to determine in case of emergency circumstances threatening Units or the Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

2. to allow the designated representative of the Association, to be designated by the Board of Directors, to maintain a master key to enter into any Unit in case an emergency threatens the Unit or Common Elements, and the possession of such key will not subject the Board of Directors or the agents or employees of the Association to any liability by reason of such entry; and the Unit Owner may not change the locks on or add locks to any door without first providing the Association with keys thereto.

G. Owner Failure to Maintain, Repair and Replace. In the event that the Owner of a Unit fails to maintain, repair or replace as required in this Article X, or otherwise violates this Article X, or threatens to violate this Article X, the Board of Directors may (but shall not be required to) provide notice of same to the proper Owner(s), demanding compliance therewith within thirty (30) days from the date the notice was sent. In the event that compliance is not effected within said time period, then the Association may: (1) Contract to have the necessary work performed to cause compliance, whereupon the cost of same shall become a Charge against the Owner(s) and Unit(s) concerned and collectible as Charges are collected under Article XV of this Declaration; and/or (2) Seek injunctive relief against the Owner(s) to cause compliance with the Association's aforesaid notice. In connection with the foregoing, the Association shall recover interest at the highest rate which the law allows from time to time on open accounts, and all costs and attorneys fees.

XI.

ASSESSMENTS

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums of money necessary and adequate to provide for the common expenses of the Condominium Property, and if possible, the amount of said common expenses will be fixed and determined in advance for each fiscal year. The procedure for the determination of such assessments shall be set forth in the By-Laws of the Association.

The Annual Budget shall be adopted by no later than the last day before the year for which the Budget is made.

1. Annual Budget. The Annual Assessment shall be due and payable in advance in twelve (12) equal installments on the first days of each month, or in such other installments and at such other time(s) as ordered by the Board of Directors.

2. Failure of the Board of Directors to Adopt Budget. If an Annual Assessment is not made as required, an Annual Assessment shall be presumed to have been made in the amount of the last prior Annual Assessment and the installments on such Annual Assessment shall be due upon each installment payment date until changed by an amended Annual Assessment as provided for in Section A.3 below.

3. Budget Amendment. In the event that the Annual Assessment proves insufficient, the Annual Budget and Assessments pursuant thereto may be amended at any time by the Board of Directors. Any decrease or increase shall be spread equally over the installment(s) which are due for the remaining portion of the year for which the Amended Assessment is made. The first month to be affected by the Amended Assessment shall be the first day of the month which is no less than ten (10) days after the date on which the notice of the Amended Budget and Assessments is mailed. If the Annual Budget and Annual Assessments are

amended, a copy of the amended Annual Budget and Annual Assessments shall be furnished to each member of the Association, along with the notice of the assessments due and owing.

4. Special Assessments. In addition to the Annual Budget and Annual Assessments, the Board of Directors is empowered to levy Special Assessment(s) for expenses which cannot be paid from the Annual Assessments. Special Assessments shall be due and payable at the time and in the manner that the Board may require, but in no event earlier than ten (10) days from the date that the Board of Directors mails notification as provided for in Section A.5 below.

5. Notice of Assessment and Payment. The Board of Directors shall mail or present to all Owners one (1) notice of the Annual Assessment (for all installments for the year) prior to the beginning of the fiscal year. The Board of Directors shall mail or present to all Owners notification of any Budget Amendment and the levy of any Special Assessment. Failure of any Owner to receive such notification shall not relieve said Owner from the obligation for payment thereof. It is the obligation of each Owner to see to it that the assessment is paid to and received by the Association, or any agent designated by the Association as its agent for collection thereof. Upon request, the Association shall give a receipt for payment made by an Owner.

6. Exterminating of the Units and Cable-Television Charges. Should the Association desire to contract for the exterminating of the Units and for cable television service to the Units, the cost of same shall be a proper common expense of the Association.

B Each Unit Owner shall be obligated to pay his share of the charges and payments required to be made under the instruments and documents referred to in this Declaration, and said charges and assessments shall be deemed and considered common expenses of the Condominium Property and the payment thereof shall be secured by the lien provided for in paragraph (E) hereof, and the Condominium Act

C. Any Assessments, which shall also include the payments provided for the Paragraph (B) hereof levied pursuant to this Declaration that are unpaid for over 30 days after the due date(s) shall bear interest at the highest rate of 8% per annum interest permitted to be charged on open accounts by law from time to time, from due date(s) until paid.

D Notwithstanding any of the foregoing provisions, during the period of time beginning with the recording of this Declaration of Condominium and ending on December 31, 1978 or until Unit Owners other than the Developer elect a majority of the Board of Directors of the Association whichever occurs first, the Developer shall collect all assessments from Unit Owners and shall pay all expenses for the operation of the Condominium Property during such period of time on an accrual basis (receiving pro-rata credit for prepaid expenses, deposits, etc.). Assessments during the foregoing period shall be made on the basis of the "Projected Operating Budget" as it relates to each individual Condominium Unit, submitted to each Unit Owner in accordance with the terms of the Purchase Agreement. Developer shall not be obligated to, and shall not have to account for the monies collected or any surplus retained or deficit paid. After December 31, 1978, with respect to any Units which have not been sold by the Developer and which the Developer continues to own, the Developer shall pay to the Association its share of the common expenses in the same manner as all other Unit Owners.

E The Association shall have a lien on each Condominium Parcel for any unpaid assessments, together with interest thereon, against the Unit Owner of such Condominium Parcel. Such liens shall be superior to all other liens which may arise even though the occasion of default and recordation of the lien occurs after such other liens, except that such liens of the Association shall be subordinate and inferior to the lien of institutional first mortgages recorded prior to the time said liens become effective and fixed. Reasonable attorney's fees incurred by the Association to enforce the collection of such assessment or the enforcement of such lien, together with all court costs in connection therewith, including costs and fees incurred on appeal, shall be payable by the Unit Owner and secured by such lien. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if it is in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid up to the amount of its lien, together with costs and attorney's fees, at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. During such foreclosure the Unit Owner shall be required to pay a reasonable rental for the use of the Condominium Parcel, which reasonable rental shall not be less than the monthly assessments hereinabove provided for in this Article, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same.

F. Where an institutional first mortgagee of record or other purchaser of a Condominium Parcel obtains title thereto as a result of the foreclosure of an institutional first mortgage, or where said institutional first mortgagee accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of the title, his heirs, legal representatives and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Owner of such Parcel which become due prior to acquisition of title thereto as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be, if possible, collected from the proceeds of the mortgage sale, if any, which would otherwise accrue to the benefit of the Unit Owner against whom the foreclosure proceedings were maintained, or in the event there are insufficient funds available for such purpose, then such unpaid share of Common Expenses or assessments shall be common expense collectible from all of the Unit Owners including such acquirer, his heirs, legal representatives, successors and assigns. An institutional first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a 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.

G. ~~The Board of Directors of the Association may not authorize or make any additions or~~

~~capital improvements to the Condominium Property, excepting in the manner provided for in Article VII, Section 30, of the By-Laws (EXHIBIT "C") of the Association.~~

Upon the purchase of each Unit from the Developer, or at any time thereafter, at the request of the Board of Directors, each Unit Owner, shall deposit with the managing agent of the property, or as may be otherwise directed by the Board, an amount equal to two times the monthly assessment relating to each Owner's Unit. Such amount shall be held, together with the amounts similarly deposited by the other Unit Owners, as an operating reserve for common expenses, and shall be used and applied from time to time as may be needed toward meeting deficits and for such other common purposes as the Board may deem necessary. To the extent that the said operating reserve may be depleted, or in the judgment of the Board may be inadequate, the Board may increase the same by an assessment to the members in the proportion of their shares of the common expenses. The said operating reserve on hand from time to time shall be deemed part of the common surplus.

[NOTE: This Section G. is an exact reproduction of Article VII, Section E of the By-Laws which is being transferred to the Declaration.]

H. Any person who acquires an interest in a Condominium Parcel except through foreclosure of an institutional first mortgage of record or deed in lieu thereof, as specifically provided in Paragraph (F) hereof, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Unit Owner have been paid.

I. 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 assessments to the Developer or to any Unit Owner or group of Unit Owners, or to any third party.

J. Nothing herein contained in this Article shall abridge or limit the rights or responsibilities of mortgagees of a Condominium Unit as are set forth and contained in the Condominium Act.

K. Acceleration of Assessment Installments upon Default. If an Owner shall be in default in the payment of any installment of any assessment, the Board of Directors may accelerate the remaining installments of the assessment upon the mailing or delivery of notice to the Owner; and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail; whichever shall first occur.

XII.

INSURANCE

A. **Liability Insurance.** The Board of Directors of the Association shall obtain public liability insurance covering all of the Common Elements of the Condominium, and elevator insurance, if there be elevators in the buildings, insuring the Association and the Unit Owners as it and their interests appear in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$300,000.00-\$500,000.00. Premiums for the payment of such insurance shall be chargeable as a common expense to be assessed against and paid by each of the Unit Owners in the percentages set forth in Exhibit "E". Each individual Unit Owner shall be responsible for purchasing liability insurance to cover accidents occurring within his own Unit, and the Limited Common Elements appurtenant thereto, and resulting from the operation of his automobiles.

B. Casualty Insurance

(1) **Purchase of Insurance.** The Association shall at all times obtain and maintain fire, windstorm and extended coverage insurance in its broadest terms, and vandalism and malicious for said replacement costs shall be without deduction or depreciation; and all personal property included in the Common Elements shall be insured for its value, together with workmen's compensation insurance and such other insurance as the Association deems necessary. All of said insurance shall be carried in a company having a Triple-A-Best rating or better. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expenses. The Association shall annually make a survey and thereby determine replacement costs for all of the then existing improvements for the ensuing year.

miscellaneous insurance, and elevator insurance, if there be elevators in the buildings, and insurance against war damage and bombardment, and damage by civil insurrection, to the extent that such insurance may be obtained, insuring all of the buildings and improvements within the Condominium Property for the full replacement cost, excluding foundation and excavation costs, and the valuation

(2) Loss Payable Provisions. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and the institutional first mortgagees as their interests may appear, but all policies of casualty insurance covering the Condominium Parcels and Common Elements and Limited Common Elements shall have a loss payable clause in favor of an Insurance Trustee, and any and all proceeds for any loss shall be paid to such Trustee, or its successors, for the use and benefit of the Association, and the Unit Owners, and the institutional first mortgagees, if any. The Association shall be the agent for all Unit Owners for the purpose of negotiating and settling all claims against the insurance company, and, accordingly, is authorized to execute releases on behalf of the Unit Owners in favor of any insurer after settlement. The Insurance Trustee shall be designated by the Association. In any event, the Insurance Trustee shall be a banking institution in Indian River County or St. Lucie County, Florida, having assets in excess of \$10,000,000.00. The Developer shall designate the Insurance Trustee in the first instance, and after the expiration of the original term of the insurance, the Insurance Trustee shall be approved by the institutional first mortgagees holding the greater dollar amount of institutional first mortgages against the Condominium Parcels.

Notwithstanding the foregoing to the contrary, the Board of Directors may appoint itself as the Insurance Trustee, and in doing so, need not obtain the approval of any institutional first mortgagee. Except where the Board of Directors is the Insurance Trustee, the

The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive the insurance proceeds as they are paid, and to hold said proceeds in trust for the purpose herein stated.

Except where the Board of Directors is the Insurance Trustee, the

The Insurance Trustee shall receive just compensation for its services and said compensation shall be a common expense of the Association. In the event a loss and/or damage is sustained by the Condominium under any coverage, the Association shall furnish the Trustee with a list of all Unit Owners, and the institutional first mortgagees, if any, and the name of any person having a beneficial interest in the policy, and with the percentage interest of participation in the Common Elements of each Unit Owner. Such list shall be current and shall be certified as correct by the President or Vice President or Secretary of the Association. Thereafter, in the event the loss exceeds twenty thousand (\$20,000.00) dollars, the Association shall obtain three competent appraisals by reputable licensed contractors engaged in business in Indian River County or St. Lucie County, Florida, as to the cost of repair and rebuilding the loss and damage sustained. The Association or its authorized manager, shall then negotiate and settle insurance claims with the insurance company and have the insurance proceeds paid to the Insurance Trustee. No institutional first mortgagee or any mortgagee shall have the right in its mortgage to require or to elect to apply the insurance proceeds to the reduction of any mortgage or mortgages, or to assert any right or claim to any portion of the insurance proceeds, unless it be the excess of insurance payments over the replacement cost of the damaged Unit and other portions of the Condominium Property, and then only after the same is fully repaired and restored, but the amount of said payments will be limited to the Unit Owner's share of said insurance proceeds computed in the manner provided for in Article V (C).

(3) Utilization of Insurance Payments. In the event a loss occurs to any improvement within any of the Units alone, or in the event a loss occurs to improvements within the Common Elements or to improvements within the Limited Common Elements alone, and the proceeds of the insurance are paid to the Insurance Trustee for such loss or damage, the Association shall enter into a contract with a reputable licensed contractor licensed to do business in Indian River County or St. Lucie County, Florida, for the repair and restoration of the damaged property. The said property shall be restored to the condition it was in prior to the damage, all of which shall be in accordance with the original plans and specifications of Robert Kolany, architect, as modified by written approval of the Association or the Unit Owner. If a Unit is damaged, the Association shall certify to the Insurance Trustee the amount of money required to rebuild or repair, and if there are insufficient funds in the hands of the Insurance Trustee to pay for such repairs, then the difference shall be supplied and/or furnished by the Association, and such difference shall be borne by and assessed to all of the Condominium Parcel Owners as a common expense. If the insurance proceeds are sufficient for or in excess of the amount needed for said repairs, then the Association shall have the property repaired and any surplus or excess shall be paid to the Association. The Insurance Trustee, prior to and during reconstruction and repair, shall disburse monies from the proceeds of the insurance and only for repairs and restoration and only upon the written requisition of the Association or its authorized manager. All monies shall be paid by the Insurance Trustee directly to the contractor performing the repair work, who shall deliver to the Insurance Trustee releases and waivers of lien from all parties who furnished work, labor, services and materials for said repair and restoration. The contractor shall furnish a performance and payment bond for all repairs and restoration costing in excess of \$5,000.00. After the receipt by the Insurance Trustee of all of the appropriate waivers and/or releases of lien, the Insurance Trustee

(where same is not the Board of Directors)

shall not be liable for the improper application of the insurance funds, and the Association shall assume the responsibility of determining that all insurance funds have been properly paid for the repair and restoration. In spite of the provisions just herein contained, if the loss or damage to a Unit is the result of the negligence of the Owner, his agents, servants, employees and guests, or if the insurance carrier refuses to pay for such loss by reason of the act or omission of the Unit Owner, his agents, servants, employees and guests, then the Association will not be responsible for the repair or restoration of the Unit, and the Limited Common Elements appurtenant thereto, and the cost, in whole or in part, of such repair and restoration shall be paid for by the Unit Owner, and such cost will not be assessed to the Condominium Parcel Owners as a common expense. The Unit Owner of the damaged Unit shall pay for the repair and decorating of the damaged portion of said Unit which is not covered, or compensated for, by insurance.

C. Termination of the Condominium Project as a Result of Total Loss. At any time when there has been a total loss of all of the Units in all of the buildings on the Condominium Property and the improvements on the Common Elements and the Unit Owners, by majority vote, vote to terminate the Condominium project, said project shall be terminated, provided that the holders of all liens affecting any of the Condominium Parcels consent thereto.

D. Institutional First Mortgagee's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the institutional first mortgagee holding the greatest dollar volume of indebtedness on units in the Condominium Property, said institutional first mortgagee shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association and against the individual unit owners for the payment of such item of common expense.

XIII.
USE AND OCCUPANCY

A. Each Unit on the Condominium Property shall be used for residential purposes and as a single-family private dwelling for the Unit Owner and for members of his family and guests and for no other purposes. Two bedroom Units shall be occupied by no more than 6 persons as to living quarters; Three bedroom Units shall be occupied by no more than 8 persons as to living quarters.

1. "Guest" as used herein and in this Declaration shall mean and refer to any individual(s) who is/are temporarily residing in the Unit without requirement to contribute monies, perform any services, or provide any other consideration to the Owner or Lessee in connection with such temporary residence. In addition, a guest must have another permanent residence in addition to the Unit he or she is visiting in the Condominium.

B. Unit Owners shall not permit or suffer anything to be done or kept in their Units which will increase the rate of insurance or the insurance premiums on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owners commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

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- C. The use of the Unit shall be consistent, and in compliance, with existing laws, the provisions of the Declaration and these rules and regulations.
- D. Units may not be used for business use or for any commercial use whatsoever.
- E. Common Elements shall not be obstructed, littered or defaced or misused in any manner.
- F. No structural changes or alterations shall be made in any Unit, except upon approval, in writing, of the Board of Directors and the approval of the institutional trust mortgage of the first mortgage of any encumbering said Unit.

except as permitted and in accordance with the provisions of Article X of this Declaration.

G. A Unit Owner may only keep parakeets, canaries, fish, cats and dogs in the Unit, but said cats and dogs shall be allowed in the Owner's Unit if they do not constitute a nuisance to other Residents of the Condominium Property. The right to keep said parakeets, canaries, fish, cats and dogs by any Unit Owner may be revoked at any time by the decision of the Board of Directors in the exercise of their judgment, and in their sole discretion; and upon such revocation, the Unit Owner shall forthwith remove the pet which the Board of Directors directs the Owner to remove from the Unit. The Unit Owner will have no recourse against the members of the Association or the Board of Directors or the Association for any decision made regarding the removal of pets from the Unit. During such time when a cat or dog is housed in a Unit, the Owner will hold the Association harmless against any and all claims, debts, demands, obligations, costs and expenses, which may be sustained by or asserted against the Association and the members of its Board by reason of acts of said cat or dog committed in or about the Condominium Property; and the Unit Owner will be responsible for the repair of all damage resulting from acts of said cat or dog. All pets must be of a size that can be carried by the unit owner.

which do not exceed twenty-five (25) pounds in weight.

H. No Unit Owner or occupant of a Unit shall post any advertisement or posters of any kind in or on the Condominium Unit or the Condominium Property except as authorized, in writing, by a majority of the Board of Directors.

I. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm or corporation without the written consent of a majority of the Board of Directors; and no rugs, etc., may be dented from the windows of the Units, and rugs, etc., may only be cleaned within the Units and not in any other portion of the Condominium Property; and all garbage and trash shall be deposited in the disposal installations provided for such purposes.

J. Owners and occupants of Units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, television sets, amplifiers or other loud speakers in said Unit so as not to disturb the other persons and parties occupying Units; and not to operate or permit to be operated a phonograph, radio, television set or other loud speaker in any Unit between the hours of 11:00 o'clock P.M. and the following 8:00 o'clock A.M. if the same shall disturb or annoy other occupants of the Condominium Property.

K. No owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install any type of television antennae, machines or air conditioning equipment, etc., except as authorized, in writing, by a majority of the Board of Directors.

which is attached to or protrudes through the walls or roof of the Building.

L. No Owner or occupant of a Unit shall use the screened terrace or balcony of a Unit for the drying of laundry or the airing of bedding, and shall not alter the exterior appearance of said screened terrace or balcony, or for any aesthetically distasteful purposes.

M. Each Unit Owner and the occupants of a Unit shall maintain in good condition and repair his Unit and all interior surfaces within or surrounding said Unit (such as the surfaces of the walls, ceilings, floors), whether or not part of the Unit or Common Elements, and to maintain and repair the fixtures thereon and pay for such utilities as are separately metered to his Unit.

XIV. REMEDIES

In addition to the remedies for the foreclosure of a lien as provided for in Article XI hereof, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act (except as otherwise provided in this Declaration or By-Laws), this Declaration, By-Laws or said Rules and Regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees, including at the appellate level, and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal

highest rate allowed by law from time to time on open accounts

shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien against his Unit for all of the same, as well as for non-payment of his respective share of the common expenses of such defaulting Unit Owner and upon all of his

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additions and improvements thereto, and upon all of his Personal Property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Association and the Board of Directors, and the manager, or managing agent if so authorized by the Board of Directors, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association.

XV.

~~MAINTENANCE AND ALTERATIONS~~

~~A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance of the Condominium Property and may join with other Condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.~~

~~B. There shall be no alterations, exterior door or color changes, or additions to the Common Elements or Limited Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of three-fourths (3/4ths) of the Unit Owners present at any regular or special meeting of the Unit Owners.~~

~~C. Each Unit Owner agrees:~~

- ~~1. to make no alteration, decoration, repair, replacement, or change of the Common Elements, or to any outside or exterior portion of the building, whether within a Unit or part of the Common Elements.~~
- ~~2. to allow the Board of Directors or the agents or employees of the Association to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within Units or the Common Elements, or to determine in case of emergency circumstances threatening Units or the Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.~~
- ~~3. to allow the designated representatives of the Association, to be designated by the Board of Directors, to maintain a master key to enter into any Unit in case an emergency threatens the Unit or Common Elements, and the possession of such key will not subject the Board of Directors or the agents or employees of the Association to any liability by reason of such entry; and the Unit Owner may not change the locks on any door without the written consent of the Association.~~

~~D. Each Unit Owner shall comply with and abide by all Rules and Regulations adopted from time to time by the Association.~~

~~E. In the event the Owner of the Unit fails to maintain it as required herein, or makes any structural addition or alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy an assessment against the Owner of the Unit and the Unit, which assessment shall be secured by a lien against said Unit, for such necessary sums to remove any unauthorized structural addition or alteration and to restore the property to good condition and repair. The Association shall have the further right to have its employees and agents, or any sub-contractors appointed by it, enter the Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.~~

~~F. The Association shall determine the exterior color scheme of all buildings and all exterior and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, terrace, or any exterior surface without the written consent of the Association.~~

(NOTE: THIS ARTICLE XV AS ORIGINALLY WRITTEN HAS BEEN REPRODUCED, WITH CHANGES, AND INCORPORATED INTO ARTICLE X OF THE DECLARATION.)

CHARGES

A. Each Owner, by accepting or having accepted a deed to a Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association for Charges levied against the particular Unit. Charges shall be deemed to include, but not be limited to: fines, maintenance or other services furnished by the Association for the benefit of an Owner or Unit; damages; and any other sums referred to as Charges in the Declaration of Condominium, Articles of Incorporation and By-Laws. Charges shall also include any references in the Declaration of Condominium, Articles of Incorporation and By-Laws to an assessment or special assessment, where same is assessed against fewer than all Owners in the Condominium; the Association recognizes that such an assessment is not recognized as valid by the Condominium Act, as interpreted by the case of Elbadramany v. Oceans Seven Condominium Association, Inc., 461 So 2d 1001 (Fla. 5th, 1984); the Association intends to validate same by instead deeming same as Charges, and to be subject to this Article XV. Any conflict between this Article XV and any provision in the Declaration, Articles of Incorporation and By-Laws relating to such an assessment, shall be resolved in favor of this Article XV.

B. A Charge, together with interest thereon, late fees, collection costs and attorneys fees shall be a continuing lien upon any Unit against which the Charge is levied. Each such Charge, together with interest thereon, late fees, collection costs and attorneys fees shall be the personal obligation of the Owner of such Unit when the Charge is levied.

C. Except as provided for in Section E below as relating to certain Mortgagees, all Owners and their grantees in a voluntary conveyance shall be jointly and severally liable for all Charges due and payable against a Unit and the Owners thereof.

D. Collection: Effect of Nonpayment of Charges; Remedies of the Association; Interest, Late Fees and Application of Payment.

1. Any Charges not paid within twenty (20) days after the due dates thereof as specified in the notice of Charge from the Association shall automatically become delinquent and shall bear interest from the date due until paid at the highest rate of interest then allowed by law on open accounts, or at a lesser rate of interest if so voted by the Board of Directors. In addition thereto, a late fee shall accrue equal to five (5%) percent of the late payment. All payments for Charges shall be applied first to interest; then to attorneys fees; then to costs of collection; then to late fees; and then to the Charge(s) first owing.

2. The Association may bring an action at law against the Owner(s) personally obligated to pay same and/or may foreclose the Claim of Lien which the Association caused to be filed (which must be recorded in the Public Records of Indian River County, Florida) in the same manner in which mortgages are foreclosed, and shall recover in addition to any Charges due, interest, late fees, and all costs of collection including attorneys fees and Court costs.

3. Failure of any Owner to receive notification of the levy of a Charge shall not relieve same from the obligation for payment thereof. It is the obligation of each Owner to see to it that the Charge is paid to and received by the Association, or any agent designated by the Association as its agent for collection thereof.

E. Subordination of the Lien to Institutional First Mortgages. The lien of the Charges provided for herein shall be subordinate to the lien of any Institutional First Mortgage. When the Institutional Mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of an Institutional First Mortgage, such acquirer of title, his successors and assigns, shall not be liable for any delinquent Charges due the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to acquisition of title as a result of foreclosure. In the event of the foregoing, such unpaid Charges shall cease to be an obligation to the Association.

XVI.

LIMITED COMMON ELEMENTS

A. There are Limited Common Elements appurtenant to each of the Units in this Condominium, as shown and reflected by the floor and plot plans, such as screened terraces and balconies. These Limited Common Elements are reserved for the use of the Unit appurtenant thereto to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto the exclusive right to use the said Limited Common Elements. Expenses of maintenance and repair relating to the interior surfaces of such Limited Common Elements shall be borne by and assessed against the individual Unit Owner. Any expenses of maintenance, repair or replacement relating to the exterior surfaces of such Limited Common Elements, or involving structural maintenance, repair or replacement, including the windows in the Units, but excluding sliding or stationary glass doors, shall be paid for as a part of the common expenses of the Association.

8 ~~ONE~~ TWO (2)

car parking space located on the Condominium Property will be assigned by the Developer and/or the Board of Directors of the Association to each Unit. A parking space once assigned shall thereafter be deemed a Limited Common Element reserved for the use of the Unit to which it was originally assigned, and to the exclusion of the other Units. All other car parking spaces not assigned to a Unit shall be under the control and under the supervision of the Developer and/or the Board of Directors of the Association for such use as may be determined from time to time. Only private passenger vehicles may be parked in such space. No other vehicles and objects, including but not limited to trucks, vans, motorcycles, trailers, boats, mobile homes, or motor homes, may be parked or placed upon any portion of the Condominium Property.

The foregoing shall not apply to vehicles which are specifically tagged by the State, County or City for use by a handicapped individual.

**XVII.
TERMINATION**

A. In addition to the provisions of Article XI(C), this Condominium may be voluntarily terminated in the manner provided for by Section 718.117 of the Condominium Act at any time.

B. Immediately after the required vote or consent to terminate, each and every Unit Owner shall immediately convey by warranty deed to the Association all of said Unit Owner's right, title and interest in his Unit and to the Common Elements, provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have a right to enforce such conveyance by seeking specific performance in a court of equity.

C. The Board of Directors of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association, and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the Unit Owners in the manner now about to be set forth.

D. The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be determined by multiplying the net proceeds of the sale by the percentage applicable to the undivided interest in and to the Common Elements and/or Common Property applicable to such Unit, as such percentage is set forth in exhibit "E" attached hereto.

E. The Association shall pay out of each Unit Owner's share all mortgages and other liens encumbering said Unit in accordance with their priority and, upon such payment being made all mortgages and liens shall execute and record satisfactions or releases of their liens against said Unit or Units, regardless of whether the same are paid in full. Thereupon, the directors of the Association shall proceed to liquidate and dissolve the Association (or if more than one Condominium is managed by the Association, then only liquidation of those interests), and distribute the remaining portion of each distributive share, if any, to the Owner or Owners entitled thereto. If more than one person has an interest in a Unit, the Association shall pay the remaining distributive share allocable to said Unit to the various Owners of such Unit, excepting that if there is a dispute as to the validity, priority or amount, of mortgages or liens encumbering a Unit, then payment shall be made to the Owner and/or Owners of such Unit and to the owners and holders of the mortgages and liens encumbering said Unit.

F. As evidence of the members' resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Association shall file and record among the Official Records of

Indian River

Brevard County, Florida, an affidavit stating that such resolution was property passed or approved by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

G. After such an affidavit has been recorded and all Owners have conveyed their interest in the Condominium Parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all the restrictions, reservations, covenants, conditions and easements set forth in this Declaration and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

**XVIII.
EASEMENTS**

Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium Property, their guests and invitees, as follows:

A. **Utilities.** Easements are reserved through the Condominium Property as may be required for utility services in order to serve the Condominium Property adequately.

B. **Encroachments.** In the event that any Condominium Unit should encroach upon any of the Common Elements or Limited Common Elements or upon any other Condominium Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element or Limited Common Element shall encroach upon any Condominium Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

C. **Traffic.** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements and Limited Common Elements as may be from time to time intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements and Limited Common Elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Condominium Unit Owners, the Developer, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

D. **Employees.** Easements of ingress, egress, passage and entry shall exist to employees of the Condominium and Developer, its guests, assigns, and invitees in the performance of their duties and functions on behalf of the Condominium and the Developer, its guests, assigns, and invitees.

E. **Adjoining Property.** Developer is the owner of the adjoining property and there is hereby created an easement for pedestrian and vehicular traffic over, through and across sidewalks, paths, walks, driveways and other portions of the Common Elements and Limited Common Elements, as may be from time to time designated by Developer for purpose of ingress and egress to the adjoining property. Such easements may be utilized only reasonably and for the expressed purpose set forth herein. This easement is for the benefit of Developer, its successors and assigns.

XIX.
PROVISIONS RELATING TO SALE OR RENTAL
AND ASSOCIATION'S FIRST RIGHT OF REFUSAL

A. In the event that a Unit Owner desires to sell, rent or lease his Condominium Parcel, the Association shall have the option to purchase, rent or lease said Unit upon the same conditions as are offered by the Unit Owner to any third person. Any attempt to sell, or rent or lease said Unit without prior offer to the Association shall be deemed a breach of this Declaration, shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee, unless subsequently approved by the Association, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved. In the event the Unit Owner desires to make a gift of his Condominium Unit, the Association shall have the option to purchase said Unit at the present Fair Market Value as determined by three (3) independent appraisers chosen by the Association. In the event a Unit Owner devises such Unit, or it passes by operation of law, upon his death, the Association shall have the option to purchase said Unit from the devise in the same manner as hereinabove provided for in the case of a gift of said Unit.

B. Should the Unit Owner wish to sell, lease or rent his Condominium Parcel, he shall, before accepting any offer to purchase, lease or rent his Condominium Parcel, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, including a copy of the offer, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and such other information to be requested within five (5) days from receipt of such notice as may be required by the Board of Directors. Any lease or rental arrangement shall be for not less than ~~one (1) year unless approved by a majority of the Board of Directors.~~

a two (2) months term, and only TWICE yearly. No lease or rental agreement shall be made more often than twice per calendar year; the first day of the lease term shall be considered the date on which a rental or lease agreement is made, for purposes of this Section B.

C. The Board of Directors, within ten (10) days after receiving such notice, and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), designate the Association, or one or more persons who are then Unit Owners, or any person or persons satisfactory to the Board of Directors, who is willing to purchase, lease or rent upon the same terms as those specified in the Unit Owner's notice. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors to make a binding offer to buy, lease or rent upon the same terms specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person or persons within said ten (10) day period, or failure of such person or persons to make such an offer within said fourteen (14) day period, shall be deemed as a consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said Unit pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given. If the transaction is a sale and the sale is approved, either formally or by failure to purchase as herein permitted, by the Association, then such approval shall be set forth in an instrument executed by the Association in recordable form. ~~The Association may change a reasonable transfer fee upon the sale or lease of a Condominium Unit, which fee shall not exceed \$50.00.~~

* Deleted in error

D. No sub-leasing, sub-renting or assignment of a lease by a lessee of a Unit shall be permitted. The Board of Directors shall have the right to require that a uniform form of lease be used.

E. The liability of the Unit Owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented his Unit as provided herein. Every purchaser, tenant or lessee shall take subject to, and shall assume the obligations of this Declaration, the Articles of Incorporation of the Association and the various instruments and documents referred to herein, and the By-Laws of the Association, as well as the provisions of the Condominium Act, as they may exist from time to time.

F. The provisions of this Article XIX shall in no way be construed as affecting the rights of an institutional first mortgagee owning a recorded institutional first mortgage on any Unit, and the preemptive rights hereinabove set forth shall remain subordinate to any such institutional first mortgage. Further, the provisions of this Article shall not be applicable to purchasers at foreclosure or other judicial sales of institutional first mortgagees, to transfers to and by institutional first mortgagees, to the Developer, or a grantee of all of the property in the Condominium which said grantee shall be considered as the Developer as hereinabove set forth. From and after the time an institutional first mortgagee, or the Developer, or the grantee of all of the Property in the Condominium, has sold each Unit one time, then the preemptive rights hereinabove set forth shall be applicable to all subsequent purchasers.

G. Notwithstanding any of the provisions hereinabove contained, the provisions of this Article XIX shall not be applicable to the Developer of the Condominium Property, and said party is irrevocably authorized, permitted and empowered to sell, lease or rent Condominium Parcels to any purchaser or lessee approved by it. The Developer shall have the right to transact any business on the Condominium Property necessary to consummate sales of Condominium Parcels, including, but not limited to, the right to maintain models, display signs identifying the Condominium Property and advertising the sale of Condominium Parcels, maintain employees in the office, use of the elevators and Common Elements, and to show Units for sale. The sales office, the furniture and furnishings in the model apartments, signs and all items pertaining to sales on the Condominium Property shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Parcels, Developer's right as the owner of said unsold Parcels shall be the same as all other Unit Owners in said Condominium Property, excepting that Developer will not be subject to the provisions of Paragraphs (A), (B), (C) and (D) hereof, and Developer, as the owner of Condominium Parcels, shall contribute to the common expenses in the same manner as other Condominium Parcel Owners subject to the provisions of Article XI of this Declaration and shall have one (1) vote in the Association for each unsold Condominium Parcel.

H. The provisions of this Article XIX shall not apply to a transfer by an individual Unit Owner to his wife or husband, as the case may be,

, or a transfer by a Unit Owner to another Unit Owner.

I. The provisions of this Article XIX

~~Paragraphs (A), (B), (C) and (D) have been incorporated in this Declaration in order to maintain a community of congenial residents in the apartment building and to protect the values of the Units, and to assure the ability and responsibility of each Unit Owner to pay those obligations required by each Unit Owner to be paid pursuant to the provisions of this Declaration and the By-Laws of the Association.~~

J. Maintenance of Community Interests.

1. Transfers Subject to this Section J. No Owner shall:

- (a) dispose of a unit or any interest therein by sale;
- (b) dispose of a unit or any interest therein by lease;
- (c) acquire his title by gift, devise, inheritance or any other manner and continue ownership;

without fully complying with the provisions of this Section J.

2. Approval by the Association. The Association shall be empowered to approve or disapprove of transfers referred to in this Section J, without having to exercise its right of first refusal granted in this Article XIX, in accordance with this Section J. This Section J shall not preclude the Association from exercising its right of first refusal if it chooses to do so notwithstanding any provision in this section which provides or suggests otherwise.

(a) Notice, Information and Items to be Presented to the Board of Directors.

(i) Sale. An Owner intending to accept a bona fide offer of sale of his or her unit, or any interest therein, shall give the Association notice of such intention, together with the information required in Section B. and J.2.a.v. of this Article XIX, and an executed copy of the proposed contract for sale. The purchaser(s) and all intended permanent occupants must be approved by the Board of Directors prior to the transfer of title or occupancy or storage of personal belongings thereunder. The Board of Directors of the Association may require a personal interview with the prospective purchasers/occupants at the Condominium as a further condition to approval.

(ii) An Owner intending to make a bona fide Lease shall give to the Association notice of such intention, together with the information required in Section B. and J.2.a.v. of this Article XIX, and an executed copy of the proposed Lease. The Lessee and all intended permanent occupants must be approved by the Board of Directors prior to the Lease becoming effective and prior to occupancy or storage of personal belongings thereunder. The Board of Directors of the Association may require a personal interview with the prospective tenant(s)/occupant(s) at the Condominium as a further condition to approval.

(iii) Acquisition of Title by Gift, Inheritance or other Manner. Any Unit Owner who has obtained his or her title by gift, devise or inheritance, or by any other manner not previously considered in this Section J, shall give to the Association notice of the acquiring of his or her title, together with the information required in Section B. and J.2.a.v. of this Article XIX, and a certified copy of the instrument evidencing the owner's title. The Board of Directors of the Association may require a personal interview with the owner(s)/occupant(s) at the Condominium as a further condition to approval.

(iv) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit,

the Association, at its election and without notice, may approve or disapprove the transfer. If the Association disapproves the transfer, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(v) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended lessee, purchaser and occupants, as related to the "new owners" in the case of transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, lessee, occupants or "new owners" within the time limits extended to the Association for that purpose as set forth in this Article XIX. Said application shall be complete and submitted to the Association along with and as an integral part of the notice of intended transfer.

(b) Certificate of Approval.

(i) Sale. If the proposed transaction is a sale, then within ten (10) days after receipt of notice, all information and documents, approval fee and interview as required in this Article XIX, the Association must either approve or disapprove the transaction. If approved, the approval shall be stated in a certificate executed by the President (or Vice-President), having the corporate seal affixed and in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Indian River County, Florida, at the expense of the Owner or purchaser.

(ii) Lease. If the proposed transaction is a lease, then within ten (10) days after receipt of notice, all information and documents, approval fee and interview as required in this Article XIX, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President (or Vice-President), which shall be delivered to the Owner.

(iii) Gift; Devise; Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within ten (10) days after receipt of notice, all information and documents, approval fee and interview as required in this Article XIX, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his/or her Unit. If approved, the approval shall be stated in a certificate executed by the President (or Vice-President) having the corporate seal affixed and in recordable form, and shall be delivered to the unit owner and shall be recorded in the Public Records of Indian River County, Florida, at the expense of the Unit Owner.

(iv) Failure of the Board of Directors to approve a transfer within the aforesaid ten (10) day time period shall constitute an automatic approval, regardless of the available grounds for disapproval.

3. Disapproval by the Association; Procedures.

(a) Grounds. The Association, by and through the Board of Directors shall have the power to disapprove of a transfer under the following circumstances:

(i) Failure of the Seller and/or Purchaser and/or Lessee and/or "new owner" and/or adult occupants (as the case may be) to fully comply with the requirements of this Article XIX of the Declaration.

(ii) Inability of the prospective Purchaser and/or lessee and/or "new owner" and/or occupants (as the case may be) to comply with the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations of the Association; as amended from time to time.

(iii) As to a Lease Application: The Lessor/Unit Owner is delinquent with respect to any assessment and fails or refuses to eliminate the delinquency prior to effecting the Lease.

(iv) Under any other circumstance(s) determined appropriate by the Board of Directors.

(b) Sale. If the proposed transaction is a sale and the grounds provided for in Section J.3.a. do not apply, yet the Association is desirous to disapprove the transaction, then the Association shall follow all procedures within those time frames as set forth in Sections A, B and C above with respect to the Association's right of first refusal.

(c) Lease. If the proposed transaction is a lease and, providing that grounds provided for in Section J.3.a. do not apply, then the Owner shall be mailed written notification of the disapproval within the ten (10) day time period referred to in Section J.2.b.ii. above, and the Lease shall not be made.

(d) Gifts; Devise; Inheritance; other Transfers. If the Association rejects an application in connection with the acquisition of title by gift, devise or inheritance, or in any manner not heretofore considered, for grounds specified in Section J.3.a. above, then the title shall not be so acquired and/or shall not be valid. If said grounds do not apply, yet the Association is desirous to disapprove the acquisition of title or continuance of ownership, then the Association shall follow all procedures and within those time frames set forth in Sections A, B and C above with respect to the right of first refusal as to sales.

4. Exceptions. The foregoing provisions of this Section J. shall not apply to those persons or entities who are exempt from the operation of the Association's right of first refusal, according to Sections F and H of this Article XIX.

5. Unauthorized Transfers. Any transfer which is not authorized pursuant to the terms of Article XIX of the Declaration shall be void unless subsequently approved by the Association. The Association shall have the right to remove any occupants and/or personal belongings by injunctive relief or otherwise should Article XIX of the Declaration be violated.

K. Lease Security Deposit. The Board of Directors shall be permitted to require as a condition to the lease or rent of a Unit, whether or not the Association exercises its right of first refusal, the depositing into an escrow account maintained by the Association, a security deposit to protect against damages to the common elements

or Association Property. The maximum amount of the security deposit and other provisions governing same shall be as provided in the Condominium Act and other applicable laws, as amended from time to time.

L. Transfer Fee(s). The Association, by and through its Board of Directors, shall be and is empowered to charge fee(s) in connection with and as a condition for the approvals, including in connection with the exercise of the right of first refusal, set forth in this Article XIX of the Declaration; in the amount(s) not to exceed the maximum allowed by applicable law from time to time. The Association by and through its Board of Directors shall have the power in its sole discretion to charge lesser transfer fee(s) in the instance(s) where the necessary investigation process to be undertaken is less extensive than is customary or usual. So long as, and only so long as prohibited by law at the particular time, there shall be no approval fee in connection with the renewal of a lease with the same lessee. Unless otherwise provided in the contract for purchase and sale, the Owner/Seller shall be responsible to pay the said transfer fee to the Association.

**XIX
MISCELLANEOUS PROVISIONS**

A. The "Common Elements" shall remain undivided and no Owner shall bring any action for partition, so long as the structure in question shall be utilized as a residential, non-profit, Condominium apartment building.

B. The Owners of the respective Units agree that if any portion of a Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event any of the apartment buildings are partially or totally destroyed, and then rebuilt, the Owners of the Condominium Parcels agree that encroachments of parts of the Common Elements or Limited Common Elements or Units due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. That no Owner of a Condominium Parcel may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Unit.

D. The Owners of each and every Condominium Parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessors of the municipality, if any, in which the Condominium Property is located, and Indian River County, Florida, or such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein contained shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner by reason of any deviation by the taxing authorities in the valuations, and each Unit Owner shall pay such ad valorem taxes and special assessments as are separately assessed against his Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a Condominium Parcel in his Unit and in the Common Elements shall be considered as a Unit.

E. The Board of Directors of the Association may enter into a Management Agreement and employment agreements with auditors, attorneys, and such other persons as may be necessary for the orderly operation of the Condominium Property, and the fees and compensation to be paid to such parties will be a common expense, subject to assessment as provided for in Article XI hereof.

F. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer (Robles Del Mar (Oaks of the Sea), Inc.) or the Board of Directors of the Association, from removing or authorizing the removal of any party wall between any Units in order that the said Units may be used together as a single Unit. In each event, all assessments, voting rights and the share in the Common Elements shall be determined as if such Units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such "combined" Units shall be treated as the Unit Owner of as many Units as have been combined.

G. If any provision of this Declaration, or the Articles of Incorporation of the Association, or of the By-Laws of the Association, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the said Articles, By-Laws, or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

H. Whenever notices are required to be transmitted hereunder, the same shall be sent to the Unit Owners by United States Mail at their place of residence in the Condominium Buildings unless the Unit Owner has, by written notice, duly received for, specified a different address. Notices to the Association shall be transmitted by Certified Mail, Return Receipt Requested, in care of ROBLES DEL MAR (OAKS OF THE SEA), INC.

5601 North ALA, Indian River Shores, Florida

~~RS-001-0007-Indian River Shores, Fla-#0000~~ - Notices to the Developer shall be mailed to it by Certified Mail, Return Receipt Requested, to: 55 East Monroe Street, Suite 3700, Chicago, Illinois 60603. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

I. If any unit, or portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional first mortgagee of any institutional first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition. No other parties shall have priority over such institutional first mortgagee with respect to the distribution of proceeds with respect to any individual Condominium Units except as provided for in the Declaration for the purposes of repairing the Unit and/or the Common Elements of the Building by the Association or the insurance trustee.

J. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

K. Notwithstanding the provisions of Article XIX, the Developer shall have the first right of refusal to purchase any Unit which the Association shall have the right to purchase upon the same price and terms upon which the Association could purchase the Unit, and said first right of refusal shall continue until the Developer has completed and deeded all of the Units in the Condominium Property or until three (3) years after the recordation of this Declaration, whichever shall occur first.

L. During such time as the Developer, its successors or assigns, is in the process of construction on any portion of the Condominium Property, the Developer, its successors or assigns, reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property to any of the occupants of the building, and to utilize various portions of the Common Elements of the Property in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units within the Property and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or assigns.

M. As of the date of this Declaration, Developer has constructed a sewage treatment facility for the use by the ROBLES DEL MAR ("OAKS OF THE SEA") Condominium residents. The sewage treatment facility is not located within the Condominium Property and the sewage treatment facility is owned by the Developer and shall be operated by the Developer for the benefit of all of the unit owners of ROBLES DEL MAR ("Oaks of the Sea") Condominium. The utility will be operated at no profit to the Developer, and the Condominium Association (and the members thereof) shall be responsible for and shall pay the full cost of operating the sewage treatment facility (including administrative expenses and insurance). It is contemplated that other condominiums, rental buildings or other types of property may be serviced by the same sewage treatment facility and in such event ROBLES DEL MAR ("Oaks of the Sea") Condominium Association shall only be responsible to pay its pro rata share of the cost of operating the sewage treatment facility. The charge for the operation will be made directly against the Association by the Developer and the Association will in turn assess such charge as a common expense in the manner otherwise provided for the assessment of common expenses. If the Association should fail to pay the Developer the costs as provided for herein for the operation of the sewage treatment facility, then the Developer shall, in addition to all other remedies provided by law, have a lien, identical with the lien herewith given to the Association, against each Condominium Unit for its share of said expense, together with interest, court costs, and attorney's fees as provided for in the lien granted to the Association. The Developer, as operator of the facility shall have the right to estimate a budget for an ensuing period and base charges upon such budget, adjusting charges when actual operating expenses become available. When and if the county, municipality or other utility company provides sewage treatment facilities, and the sewage treatment facility referred to herein is no longer needed or utilized by the Condominium Property, then the Developer may remove the sewage treatment facility.

N. Owners are strictly responsible to ensure that their family members, agents, lessees, sublessees, invitees, servants, etc., or any occupants of their Units comply with this Declaration, the Articles and By-Laws and Rules and Regulations of the Association; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, agents, lessees, sublessees, invitees, servants, etc. or any occupants of their Units.

In Witness Whereof, ROBLES DEL MAR ("OAKS OF THE SEA"), INC., a Florida corporation, has caused these presents to be executed by its proper officers, who are thereto duly authorized, and its corporate seal to be affixed hereto, on this 26 day of July, 1977.

Signed, sealed, and delivered in the presence of: ROBLES DEL MAR ("OAKS OF THE SEA"), INC. (SEAL)

Maurice J. ... by Patrick B. Davis
Patrick B. Davis, President
James Fox
James Fox, Secretary



STATE OF ILLINOIS }
COUNTY OF COOK } ss:

Before the undersigned authority, a notary public, personally appeared Patrick B. Davis and James Fox, President and Secretary, respectively, of ROBLES DEL MAR ("OAKS OF THE SEA"), INC., a Florida corporation, who each acknowledged before me that they, as officers of said corporation, executed the above and foregoing Declaration of Condominium of ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM for the uses and purposes therein expressed, and that they were authorized by said ROBLES DEL MAR ("OAKS OF THE SEA"), INC. to execute said Declaration, and that the said Declaration is the act and deed of said corporation, and that they affixed the corporate seal of said corporation to said Declaration.

In Witness Whereof, I have hereunto set my hand and official seal at Chicago in the County and State aforesaid this 26 day of July, 1977.

Jeanette ...
Notary Public, State of Ill. at Large

My commission expires: 6/1/79

**LEGAL DESCRIPTION FOR
ROBLE'S DEL MAR ("GARD OF THE SEA") CONDOMINIUM**

Being a parcel of land lying in part of Government Lots 2, 7 and 8, Section 16, Township 22 South, Range 40 East, the boundary of which is more particularly described as follows:

From a point on the center line of State Road A-1-A at a distance of 1888.8 feet Southwaly of the intersection of said center line with the center line of Fred R. Turk Drive as shown on a plat in Plat Book 7, page 68, Public Records of Indian River County, Florida, run South 89° 02' 14" West a distance of 80 feet to a point on the West right-of-way line of State Road A-1-A, said point being the Point of Beginning of the parcel herein described: From said Point of Beginning run South 28° 02' 51" East along said right-of-way line a distance of 377.13 feet to the beginning of a curve concave to the West having a central angle of 2° 58' 38" and a radius of 2879.88 feet; thence following said curve run Southeastwaly 288.85 feet to the end of curve; thence run South 17° 08' 21" East a distance of 128.32 feet; thence leaving said right-of-way line run South 89° 14' 14" West a distance of 382.74 feet to the intersection with a curve concave to the West having a central angle of 169° 08' 08" and a radius of 388.88 feet; thence following said curve run Northwestwaly a distance of 88.82 feet to the end of curve; said length being a portion of the total curve as described above, the chord of which bears North 54° 38' 18" West and a distance of 88.44 feet; from th. end of said curve run North 49° 57' 38" West a distance of 229 feet to the beginning of a curve concave to the East having a central angle of 20° 01' 47" and a radius of 1488 feet; thence following said curve run Northwestwaly a distance of 488.42 feet to the end of said curve; thence run North 89° 08' 51" West on a line parallel with the West line of State Road A-1-A a distance of 82.78 feet; thence run North 89° 02' 14" East a distance of 518.88 feet to the Point of Beginning. Less and excepting from the above described parcel a strip of land 80 feet wide lying adjacent and contiguous to the West right-of-way line of State Road A-1-A. Containing 7.51 acres net.

EXHIBIT "A" TO DECLARATION

OFFICIAL RECORD

BOOK 556, 1381

State of Florida



Department of State


I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation, filed May 5, 1987, for ROBLES DEL MAR CONDOMINIUM ASSOCIATION, a Florida corporation, as shown by the records of this office.

The document number of this corporation is 735366.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of May, 1987.



CR2E022 (10-85)


George Firestone
Secretary of State

AMENDED AND RESTATED

FILED
MAY -5 AM 9 06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CHARTER
OF
ROBLES DEL MAR ("OAKS OF THE SEA")
CONDOMINIUM ASSOCIATION, INC.
ARTICLES OF INCORPORATION

First: The name of the Corporation is Robles Del Mar ("Oaks of the Sea") Condominium Association, Inc.

Second: Said Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617 Florida Statutes, as amended.

Third: The principal office and post office address of the Corporation shall be located at 5601 N. Ala. Indian River Shores, Florida. The names and addresses of the Resident Agents are Robert Weisler and Vincent E. Dornian, Jr., 1003 DuPont Building, 168 East Flagler Street, Miami, Florida, any one of whom is authorized to accept service of process within the State upon the Corporation.

Fourth: The purpose for which this Corporation is organized is for the operation of a Condominium known as Robles Del Mar ("Oaks of the Sea") Condominium, which is located upon the following described property:

Being a parcel of land lying in part of Government Lots 2, 7 and 8, Section 19, Township 32 South, Range 40 East, the boundary of which is more particularly described as follows:

From a point on the center line of State Road A-1-A at a distance of 1805.0 feet southerly of the intersection of said center line with the center line of Fred R. Tuert Drive as shown on a plat in Plat Book 7, page 86, Public Records of Indian River County, Florida, run South 59° 00' 14" West a distance of 50 feet to a point on the West right-of-way line of State Road A-1-A, said point being the Point of Beginning of the parcel herein described. From said Point of Beginning run South 20° 55' 51" East along said right-of-way line a distance of 377.13 feet to the beginning of a curve concave to the West having a central angle of 2° 59' 30" and a radius of 5678.85 feet; thence following said curve run Southeasterly 296.55 feet to the end of curve, thence run South 17° 56' 21" East a distance of 128.32 feet, thence leaving said right-of-way line run South 82° 14' 14" West a distance of 332.74 feet to the intersection with a curve concave to the West having a central angle of 108° 58' 52" and a radius of 350.00 feet, thence following said curve run Northwesterly a distance of 80.62 feet to the end of curve, said length being a portion of the total curve as described above, the chord of which bears North 59° 38' 18" West and a distance of 80.44 feet, from the end of said curve run North 40° 57' 38" West a distance of 200 feet to the beginning of a curve concave to the East having a central angle of 20° 01' 47" and a radius of 1400 feet, thence following said curve run Northwesterly a distance of 489.42 feet to the end of said curve, thence run North 20° 55' 51" West on a line parallel with the West line of State Road A-1-A a distance of 92.76 feet, thence run North 89° 00' 14" East a distance of 516.89 feet to the Point of Beginning. Less and excepting from the above described parcel, a strip of land 60 feet wide lying adjacent and contiguous to the West right-of-way line of State Road A-1-A, containing 7.51 acres net.

Fifth: The members of this Corporation shall consist of all of the record owners of Condominium Parcels in Robles Del Mar ("Oaks of the Sea") Condominium. The owner of a Condominium Parcel in Robles Del Mar shall automatically be and become a member of this Corporation. The share of a member in the funds and assets of this Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Condominium Parcel. A member will be entitled to one vote for each Condominium Parcel owned by him. Voting may be in person or by written proxy and a corporation may hold membership and may vote through an authorized officer or by written proxy. Membership in this Corporation shall cease and terminate upon the sale, transfer or disposition of the member's Condominium Parcel.

Sixth: The term for which this Corporation is to exist is perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration of Condominium of Robles Del Mar ("Oaks of the Sea") Condominium or pursuant to the relevant provisions of the Florida Statutes.

Seventh: The affairs of the Corporation shall be managed by the following officers:

President
Vice President
Secretary
Treasurer

IN WITNESS WHEREOF, THE DECLARATOR

OFFICIAL RECORD
NO. 5564, 1955

Eighth: The officers who are to serve until the first election of the directors are

President	Patrick B. Davis
Vice President	John Dowling
Secretary	James Fox
Treasurer	E. G. Rushton, Jr.

The first annual meeting of the members of the Corporation and the first election of the Directors though subject to the provisions of Article Ninth herein, shall be held on the first Tuesday, February, 1978 and thereafter annual meetings of the members shall be held on the first Tuesday of each year, if not a legal holiday, or non-business day, and if a legal holiday, on business day, then on the next business day following. The Directors elected at the first annual meeting and at each subsequent annual meeting of the members shall elect officers of the Corporation who will hold office until the next annual meeting of the Board of Directors, or until their successors are elected and qualified.

Ninth: This Corporation shall be governed by a Board of Directors consisting of not less than three (3) persons and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the members are as follows:

Names	Addresses
1. Patrick B. Davis	55 East Monroe Street, Suite 3700, Chicago, Illinois 60603
2. John Dowling	55 East Monroe Street, Suite 3700, Chicago, Illinois 60603
3. James Fox	55 East Monroe Street, Suite 3700, Chicago, Illinois 60603

The Developer, Robles Del Mar (Oaks of the Sea) Inc., as the Developer of the Condominium Property, its successors and assigns, reserves the right to elect all of the Directors of the Corporation for a period of three (3) years from the date of the recording of the Declaration of Condominium among the Public Records of Indian River County, Florida, subject however to the following: When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of fifty percent (50%) of the Units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the Units that will be operated ultimately by the Association, or when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any units in the Condominium.

Tenth: The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and shall have all the powers and duties referred to in the Declaration of Condominium of Robles Del Mar ("Oaks of the Sea") Condominium and in the Statutes of the State of Florida respecting corporations not for profit, and all of the powers defined and set forth in the Condominium Act of the State of Florida. The powers of the Board of Directors shall include, but shall not be limited to, the following: (a) to elect the Officers of the Corporation, and (b) to administer the affairs of the Corporation and the Condominium Property, and (c) to engage the services of a manager or managing agent for the property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent, and (d) to promulgate such rules and regulations concerning the operation and use of the property or the Common Elements of the Condominium Property as may be consistent with the Declaration of Condominium and this Charter and to amend the same from time to time, and (e) to provide for the maintenance, repair and replacement of the Common Elements and authorize leases with respect thereto, and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Unit Owners of their respective shares of the estimated expenses. Directors shall receive no compensation for their services except as expressly provided by resolution duly adopted by the Members. The Board of Directors shall have no authority to approve or authorize any capital expenditures in excess of Ten Thousand (\$10,000) Dollars, nor to authorize the Corporation to enter into any contract for a term of more than three (3) years except with the approval of a majority of the votes of the Unit Owners and/or Members of the Corporation. The Association may be called upon and may become the administrator of additional condominiums in the Area. In that event, all of the residents of such additional condominiums shall be members of this Condominium Association. The voting interests and rights of the members shall be the same with respect to each condominium except that capital expenditures for other buildings, termination of any particular condominium and

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the like shall be voted upon, assessed against and effect only the members and the condominium involved

Eleventh: The initial By-Laws of this Corporation are those annexed to the Declaration of Condominium of Robles Del Mar ("Oaks of the Sea") Condominium, and to be recorded among the Official Records of Indian River County, Florida, which said Declaration will cover the real property described in the Fourth Article hereof. Such By-Laws may be altered, amended or added to in the manner provided for in said initial By-Laws or any subsequent By-Laws and in conformity with the provisions and requirements of Chapter 617, Florida Statutes, as amended from time to time

Twelfth: These Articles of Incorporation may be altered, amended, changed, added to or repealed in the manner now or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time or said Declaration of Condominium, at any duly called meeting of the Members of this Corporation provided that (a) the notice of the meeting is given in the manner provided for in Section 4.8 of Article V of the initial By-Laws and it contains a full statement of the proposed alteration, amendment, change, addition, or repeal, and (b) there is an affirmative vote of seventy-five percent (75%) of the members present in person or by proxy in favor of said alteration, amendment, change, addition, or repeal

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

Section 12.1. Notice. The full text of a proposed amendment shall be included in the notice of the Owners' meeting at which the proposed amendment is to be considered by the Unit Owners.

Section 12.2. Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either a majority of the full Board of Directors of the Association or by 10% of the voting interests of the Members of the Association. Except as may elsewhere be provided, an Amendment shall be approved by not less than an affirmative vote of a majority of the full Board of Directors and by two-thirds of the voting interests of those Members present in person and by proxy at the Meeting. Owners not present in person or by proxy at the meeting considering the Amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the Owners' meeting. Directors not present at the Board meeting at which the Amendment is considered may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the Owners' meeting.

Section 12.3. Proviso. No amendment shall affect the lien, security or value of security of any Institutional First Mortgagee, or the saleability of a first mortgage on the secondary market, unless the Institutional First Mortgagee shall join in the execution of such amendment.

Section 12.4. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Indian River County, Florida. The Association shall follow all other requisites of Section 617.018 and 617.019, Florida Statutes in force as of the date hereof. An Amendment shall be effective when such Certificate and a copy of Articles, are recorded in the Public Records of Indian River County, Florida.

Thirteenth: If a Condominium Parcel is owned by more than one (1) person, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners of that parcel as the one entitled to cast a vote for the membership concerned.

The manner in which votes shall be cast for Units shall be as provided in the initial By-Laws of the Association.

Fourteenth: This Corporation shall have the right to elect or to be elected by its members to the office of voting membership.

Fifteenth: In the event of the termination of said Condominium under the provisions of Chapter 617, Florida Statutes as amended from time to time or pursuant to the aforesaid Declaration of Condominium, the distributive share to each Unit Owner shall be determined in accordance with the provisions of said Declaration of Condominium.

Sixteenth: From time to time and at least once annually the corporate officers shall furnish to the Members, which shall include profit and loss statements and balance sheets, and such other accounts with sound business and accounting practices.

The Association shall maintain its financial records and prepare any reports/statements required of it, in accordance with sound business and accounting practices, and in accordance with applicable law.

Sixteenth: The Corporation shall have all the powers of §17.621, Florida Statutes, as amended from time to time, together with the aforesaid Declaration of Condominium, this Charter and bylaws.

Eighteenth: When words or phrases relating to the Declaration of Condominium are used herein or in any instrument hereof shall be determined by the present definition Chapter 718 Florida Statutes, as amended.

Nineteenth: The names and addresses

Names

1. Patrick B. Davis

2. John Dowling

3. James Fox

2.

55 East
Suite 370.

Twentieth: Each Director and Officer of this Corporation shall be indemnified against all costs and expenses reasonably incurred or imposed upon him in arising out of any action, suit or proceedings in which he may be involved or to which he may be a party by reason of his having been a Director or Officer of this Corporation, but shall not include the cost of reasonable settlements (other than amounts paid to the Corporation by a view of curtailment of costs of litigation. The Corporation shall not, however, indemnify a Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise. The Corporation shall carry appropriate insurance coverage with respect to the foregoing.

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The foregoing indemnification shall also extend and apply to Committee Members selected by the Board of Directors and/or Unit Owners.

We, the undersigned, being each of the incorporators hereinabove named, for the purpose of forming a Corporation not for profit pursuant to Chapter 817, Florida Statutes, do hereby subscribe to this Certificate of Incorporation, and have hereunto set our hands and seals this _____ day of July, 1977.

_____/s/ Patrick B. Davis (SEAL)

_____/s/ John Dowling (SEAL)

_____/s/ James Fox (SEAL)

STATE OF
COUNTY OF

Before Me, the undersigned authority, this day personally appeared Patrick B. Davis, John Dowling and James Fox who after being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal at _____ this _____ day of July, 1977.

Notary Public State of Illinois

M. Commission Expires

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CERTIFICATE OF ADOPTION OF AMENDMENTS

FILED
APR 23 1987
NOTARY PUBLIC
STATE OF FLORIDA

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the Articles of Incorporation of ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, that a majority of the Board of Directors and a majority of the voting interests of the members of the Association, at a duly scheduled and held meeting of the Owners at which a Quorum was present; did vote and approve same.

DATED this 20th day of April, 1987.

WITNESSES: ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, INC.

Edward W. Meade by: Suzanne Boden
 Vice PRESIDENT:
Cynthia P. Pugh attest: Emily S. Bodie
 SECRETARY:

STATE OF FLORIDA)
)ss
 COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that on this 20th day of April, 1987, 1987, before me personally appeared Suzanne Boden and Emily Bodie, President and Secretary respectively, of ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, INC., a Florida not for profit Corporation, to me known to be the individuals and officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

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

M. J. Lortie
 NOTARY PUBLIC, State of Florida at
 Large

My Commission Expires:
Dec 27, 1990

/rvb
 A:ROBLES051.02

AMENDED AND RESTATED

BY-LAWS
OF
ROBLES DEL MAR
("OAKS OF THE SEA")
CONDOMINIUM
ASSOCIATION, INC.,
A Non-Profit Florida Corporation

ARTICLE I.
GENERAL

Section 1. **The Name:** The name of the Corporation shall be ROBLES DEL MAR ("OAKS OF THE SEA") CONDOMINIUM ASSOCIATION, INC.

Section 2. **Principal Office:** The principal office of the Corporation shall be located at 5601 North A1A, Indian River Shores, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. **Resident Agent:** For the purpose of service of process the Corporation shall designate a resident agent or agents, which designation may be changed from time to time, and his or their office shall be deemed an office of the Corporation for the purpose of service of process.

Section 4. **Definitions:** As used herein, the term "corporation" shall be the equivalent of "association" as presently defined in Chapter 718, Florida Statutes, and the present definitions contained in said Chapter 718 are adopted hereby by express reference as if set forth herein *in haec verba*.

ARTICLE II.
DIRECTORS

~~Section 1. **Number and Term:** The Board of Directors of this Association shall consist of not less than three (3) Directors. When the Condominium Unit Owners, in accordance with the terms of these By-Laws and of the appropriate Florida Statutes, become entitled to elect any of the said Directors, then the number of the Board shall be increased to five (5) or more. The Developer, ROBLES DEL MAR ("OAKS OF THE SEA") Inc., as the Developer of the Condominium Property, her successors and assigns, reserves the right to elect all of the Directors of the Corporation for a period of three (3) years from the date of the recording of the Declaration of Condominium among the Public Records of Indian River County, Florida; subject however to the following: When Unit Owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of fifty (50%) of the Units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the Units that will be operated ultimately by the Association, or when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any units in the Condominium.~~

~~Section 1. **Number and Term; Election.** This organization shall be managed by a Board of Directors consisting of seven (7) people, all of them shall the members in good standing of the Association.~~

~~1. Beginning in the year 1983 Board Members shall serve a two year term of office as limited by Paragraph 3 and Paragraph 5.~~

~~2. The Terms of office shall be staggered so that four (4) directors shall be elected in even numbered years and three (3) directors shall be elected in odd numbered years.~~

~~3. For the purposes of electing the initial (1983) Board of Directors, four (4) directors shall be elected to a one (1) year term and three (3) directors shall be elected to a two (2) year term, so as to establish the staggered term system. At the initial (1983) election only, the three candidates receiving the highest number of votes shall serve the two year term and those receiving the four (4) next highest vote total shall serve the one (1) year term.~~

~~4. In case of a tie vote, choice shall be by lot.~~

~~5. No director may serve more than one consecutive two (2) year term, but may serve a two year term immediately following a one (1) year term.~~

[Note: The above was amended and recorded on January 24, 1983, and is now being deleted in favor of the following:]

A. Number, Staggered System and Term. The affairs of the Association shall be governed by a Board of Directors composed of seven (7) members, all of whom shall be members of the Asso-

Exhibit "C" to the Declaration

ciation. The terms of office shall be staggered such that four (4) Directors shall be elected in even numbered years and three (3) Directors shall be elected in odd numbered years. The Candidates receiving the most votes to fill the vacancies shall be elected. Any tie shall be decided by the flip of a coin. At each Annual Meeting, the Owners shall elect the number of Directors as there are vacancies, for a term of two (2) years or until replaced or removed; and for only one (1) year if the circumstance provided for in Section 2 below applies. No Director shall serve for more than two (2) consecutive years, excluding terms or portions of terms served by appointment by the Board of Directors or vote by the Unit Owners to fill a vacancy of an unexpired term.

B. Election of Directors. The election of Directors shall be conducted in the following manner:

(1) Election of Directors shall be held at the Annual Members' Meeting.

(2) A nominating committee composed of at least three (3) persons shall be appointed by the Board of Directors, not less than sixty (60) days prior to the Annual Members' Meeting. The committee shall make every effort to nominate at least three (3) persons more than the number of vacancies to be filled.

(3) Nominations for Directors shall also be made from the floor.

(4) The election shall be by written ballot (unless dispensed with by majority consent of the voting interests represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(This Amendment shall also replace Proposal C approved by the Owners and recorded in Official Record Book 0659, Page 1319, Public Records of Indian River County, Florida.)

~~Section 2. Vacancy and Replacement: If the office of any Director or Directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors, duly called for this purpose shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred, excepting that a vacancy on the Board by a Director or Directors elected by the Developer shall be filled by Developer if such vacancy occurs prior to the contingencies referred to above.~~

such vacancy shall be filled by the remaining members of the Board at their next meeting, whether or not there is a Quorum, by electing a person who shall serve until the next Annual Meeting of the Members, at which time a Director will be elected to complete the remaining portion of the unexpired term. Any Director of the Corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. "

~~Section 3 Removal: Directors may be removed for cause by an affirmative vote of a majority of the Members, excepting that Directors elected by the Developer may be removed only by Developer and with or without cause, at any time prior to the contingencies referred to above. No director shall continue to serve on the Board if, during his term of office, his membership in the Corporation shall be terminated for any reason whatsoever, excepting that Directors elected by the Developer need not be a member of this Corporation.~~

~~Section 4 First Board of Directors: The first Board of Directors shall consist of Patrick B. Davis, John Dowling and James Fox, who shall hold office and exercise all powers of the Board of Directors until their successors are elected, anything herein to the contrary notwithstanding, provided, any or all of said Directors shall be subject to replacement in the event of resignation or death as above provided.~~

~~Section 5 Powers: The property and business of the Corporation shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration of Condominium (the Declaration) to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to the following~~

SUBSTANTIAL REWORDING OF BY-LAWS. SEE ARTICLE II, SECTION 5, PARAGRAPHS A THROUGH K FOR PRESENT TEXT.

- A. All the powers specifically provided in the Documents and the Condominium Act.
- B. The power to levy and collect Annual Assessments.
- C. The power to levy and collect Special Assessments.
- D. The power to expend monies collected for the purpose of paying the common expenses of the Association.
- E. The power to purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation, protection and management of common elements, and Association Property.
- F. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Condominium Documents.
- G. The power to employ the personnel required for the operation of the common elements.
- H. The power to pay utility bills for utilities serving the common elements.
- I. The power to contract for the management and maintenance of the Condominium and Association Property and to authorize a manager or management company, to assist the Association in carrying out its powers by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of covenants and rules and maintenance, repair, protection and replacement of the common elements, with funds as shall be made available by the Association for such purposes.
1. Proviso. Notwithstanding the foregoing to the contrary, any contract with an independent management company, which provides the full range of management, physical maintenance and financial services available, to be binding on the Association, must also be approved by a majority of the voting interests of those Owners present in person and by proxy at an Owners' Meeting.
- J. The power to subscribe and to enter into a contract with any person, firm, corporation, or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair, and upkeep of the Condominium and Association Property and of any recreational facilities on lease to the Condominium Association or otherwise provided for the use by the Owners.
1. Said contract may provide that the total operation of said managing agent, firm or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.
2. Nothing in this Section J or in the Condominium Documents shall be deemed to require the Association to maintain the interior of any Condominium Unit, or enter into any contract or undertaking to provide for the maintenance and upkeep of the interior of the Condominium Units of the Condominium.
3. Proviso. Notwithstanding the foregoing to the contrary, any contract with an independent management company, which provides the full range of management, physical maintenance and financial services available, to be binding on the Association, must also be approved by a majority of the voting interests of those Owners present in person and by proxy at an Owners' Meeting.

K. The power to make and amend reasonable rules and regulations regarding the use of the common elements, Association Property, Units and properties leased by Owners and to insure that all Owners are notified of same by either posting in the Condominium or mailing to the Unit Owners.

L. The power to improve the Condominium Property subject to the limitations of the Condominium Documents.

M. The power to enforce by any legal means the provisions of the Condominium Documents and the Florida Statutes.

N. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Unit Owners for violation of the provisions of the Condominium Documents.

O. The power to pay all taxes and assessments which are liens against the common elements.

P. The power to deal with and approve or disapprove all of conveyances or leases of Condominium Units or parking spaces as provided for under the terms of the Condominium Documents and pursuant thereto, if such approval is required by the Condominium Documents.

Q. The power to select depositories for the funds of the Association, and to determine the manner of receiving, depositing and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, or if not signed, subject to that provided elsewhere in these By-Laws.

R. The power to possess, enjoy and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

S. The power to establish the office of additional officers of the Association and to appoint all officers.

T. The power to propose and adopt the budget for the Condominium. The Board of Directors shall give such notice to the membership as shall be required by law from time to time, in advance of the meeting called to approve the budget.

~~Section 6. Compensation: Neither Directors nor Officers shall receive compensation for their services, and such compensation is approved by affirmative vote of seventy-five (75%) percent of the Members present in person or by proxy in favor of such compensation at a duly called Meeting of the Members.~~

No Director shall receive or be entitled to any compensation for his or her services as a Director, but shall be entitled to reimbursement for all expenses sustained by him or her as such, if incurred upon the authorization of the Board.

Section 7. Meetings:

Board of Directors

~~A. The first Meeting of each Board newly elected by the Members shall be held within ten (10) days of the Meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The Annual Meeting of the Board of Directors shall be held at the same place as the general Members Meeting, or at such place as may be designated by the President of the Corporation, or in his absence, by the Vice President.~~

Annual (Organization) Meeting: The Annual (Organization) Meeting shall be held at the same location and following the adjournment of the Annual Meeting of the Members. The Board of Directors shall post notice of said Meeting as required by Section 718.112 (2)(c), Florida Statutes.

~~B. Special Meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each Special Meeting either personally, by mail or telegram, at least three (3) days before the date of such Meeting but the Directors may waive notice of the calling of the Meeting.~~

Board Meetings:

(1) Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate in which event no notice need be sent to the Directors, once said schedule has been adopted.

(2) Special Meetings. Any Board Meeting which does not fall within the purview of Section B.1 next above shall be considered to be a Special Meeting. Special Meetings of the Board may be called by the President or by the written direction of a

majority of the full Board of Directors, by giving at least five (5) days written notice to all Directors. The five day period shall be calculated from the date of mailing if mailed or the date of delivery if provided in person. All such notices shall state the purpose of the Meeting.

C. A majority of the Board shall be necessary and sufficient at all Meetings to constitute a quorum for the transaction of business, and the act of a majority present at any Meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the Meeting, the Directors then present may adjourn the Meeting without notice other than announcement at the Meeting until a quorum shall be present.

D. All Meetings of the Board of Directors shall be open to all Unit owners. Adequate notice of all Meetings shall be posted conspicuously on the Condominium Property at least 48 hours in advance, except in an emergency.

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Section 8 ~~Order of Business~~—The order of business at all Meetings of the Board shall be as follows—

- ~~A—Roll-call.~~
- ~~B—Reading of Minutes of last Meeting.~~
- ~~C—Consideration of communications.~~
- ~~D—Resignations and elections.~~
- ~~E—Reports of Officers and employees.~~
- ~~F—Reports of committees.~~
- ~~G—Unfinished business.~~
- ~~H—Original resolutions and new business.~~
- ~~I—Adjournment.~~

Procedure: Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Condominium Documents or with the applicable law of the State of Florida.

Section 9 Annual Statement: The Board shall present, no less often than at the annual Meeting, a full and complete statement of the business and condition of the Corporation, including a report of the operating expenses of the Corporation and the assessments paid by each Member.

*of the members

Unless otherwise required by law, the Association shall furnish a Financial Report to each Owner within sixty (60) days following the end of each fiscal year, as required by Section 718.111 (13), Florida Statutes.

ARTICLE III. OFFICERS

Section 1 Executive Officers: The Executive Officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said 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 Corporation if the Board so determines, there may be more than one Vice President. All of the Executive and subordinate Officers of the Corporation shall be Members of the Corporation.

Section 2 Subordinate Officers: The Board of Directors may appoint such other Officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3 Tenure of Officers; Removal: All Officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate Officers and agents to any Officer.

Section 4. The President:

A. The President shall preside at all Meetings of the Members and Directors; he shall have general and active management of the business of the Corporation, shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation; the seal, when affixed, shall be attested by the signature of the Secretary;

B. He shall have general superintendence and direction of all the other Officers of the Corporation, and shall see that their duties are performed properly;

C. He shall submit a report of the operations of the Corporation for the fiscal year to the Directors whenever called for by them, and to the members at the annual Meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the Corporation may require to be brought to their notice;

D. He shall be an Ex Officio Member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

"Absence" shall be viewed on a case by case basis, duty by duty basis, and as used herein shall mean the incapability or incapacity of the President to effect the particular duty under question, incident to the Office of the President.

Section 6. The Secretary:

A. The Secretary shall keep the Minutes of the Members' and of the Board of Directors' Meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the Corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under his seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each Member, which will be furnished to the Secretary by each Member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors

Section 7 The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular Meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation;

C. He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation, in case of his death, resignation or removal from office, or all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of said bond.

Section 8. Vacancies: If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors, may choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 9. Resignations: Any Director or other Officer may resign his office at any time, ~~such resignation to be made by instrument in writing, and to take effect from the time of the receipt by the Corporation, unless some time is fixed in the resignation, and then from that date.~~ Resignations shall take effect at the time specified therein (which date cannot be prior to the date of receipt thereof by the President or Secretary), and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be required to make it effective."

**ARTICLE IV.
MEMBERSHIP**

Section 1. Definition: Each Unit Owner shall be a Member of the Corporation, and membership in the Corporation shall be limited to Owners of Condominium Parcels at Robles Del Mar ("OAKS OF THE SEA") Condominium. A Unit Owner will cease to be a Member of the Corporation upon the sale, transfer or disposition of the Member's Condominium Parcel.

Section 2 Transfer of Membership and Ownership: Membership in the Corporation may be transferred only as an incident to the transfer of the transferor's Condominium Parcel, and his undivided interest in the Common Elements of the Condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

**ARTICLE V.
MEETINGS OF MEMBERSHIP**

Section 1. Place: All Meetings of the Corporate membership shall be held at the office of the Corporation in Indian River, Florida, ~~or such other place and time as may be stated in a notice thereof.~~ *County

Section 2. Annual Meeting:

~~A. The first annual Meeting of Members shall be held on the first Tuesday in February of 1978;~~

~~B. Regular annual Meetings subsequent to 1978 shall be held on the first Tuesday in February of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following;~~

~~C. At the annual Meeting, the Members shall elect, by a plurality vote (cumulative voting prohibited), a Board of Directors, as provided for in Article II, Section 1, and transmit such other business as may properly come before the Meeting, but election to the Board of Directors will be subject to the right of the Developer to elect all of the Directors as provided for in Section 1 of Article II;~~

~~D. All annual Meetings shall be held at the hour of 8:00 o'clock P.M., or at such other time designated by the notice;~~

~~E. Written notice of the Annual Meeting and Special Meetings shall be sent by certified mail to each Member entitled to vote thereat, at such address as appears on the books of the Corporation, at least fourteen (14) days prior to the Meeting. At least fourteen (14) days prior to~~

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~~The Annual Meeting or any Special Meeting of the members, a notice of said meeting shall be posted in a conspicuous place on the Condominium Property~~

The Annual Meeting of the Members shall be held at 5601 North A1A, Vero Beach, Florida 32963, at 7:00 p.m., at or on such date during the month of February of each year, as determined by the Board of Directors in the Notice of Meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members. Notice of the Annual Meeting shall be given to the Unit Owners as provided for in Article VI, Section 4 of these By-Laws.

Section 3 **Membership List:** At least ten (10) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by apartment Units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Corporation, and shall be open to examination by any Member throughout such time.

Section 4 **Special Meetings:**

A Special Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and 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

one-tenth of the voting interests of the Members of the Association.

~~Why one (51%) percent of the Members. Such request shall state the purpose or purposes of the proposed Meeting.~~

B Business transacted at all Special Meetings shall be confined to the objects stated in the notice thereof

Section 5 **Quorum:** Fifty-one (51%) percent of the total number of Members of the Corporation, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all Meetings of the Members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any Meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the Meeting from time to time, without notice other than announcement at the Meeting, until a quorum shall be present or represented. At such adjourned Meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the Meeting originally called.

If the motions or business before the Membership are not approved because of an insufficient number of affirmative Members' votes, a majority of those members present and/or accounted for may adjourn the Meeting; if so adjourned, the foregoing provisions of this Section 5 shall apply.

Section 6 **Vote Required to Transact Business:** When a quorum is present at any Meeting, the vote of a majority of the Members present, in person or represented by written proxy, shall decide any question brought before the Meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7 **Right to Vote:** Each Unit Owner shall be entitled to one vote. At any Meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such Meeting or subsequent adjourned Meetings thereof.

If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one record Owner, then the record Owner entitled to cast the vote for the Unit shall be designated by a Certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary (of the corporation) and filed with the Secretary of the Association. If a Unit is owned by a business-named partnership, the person entitled to cast the vote for the Unit shall be designated by a Certificate signed by the managing or general partner and filed with the Secretary of the Association. If a Unit is owned under a trust instrument or arrangement, the person or entity entitled to cast the vote for the home shall be designated by a Certificate signed by a majority of the Trustee(s) and filed with Secretary of the Association. A Certificate designating the person entitled to cast the vote of a Unit may be revoked only by the person(s) executing it, and shall be revoked upon the transfer of title to the Unit. If such a Certificate is not on file, the vote of such Unit shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 8 **Waiver and Consent:** Whenever the vote of Members at a Meeting is required or permitted by any provision of the statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the Corporation, the Meeting and vote of Members may be dispensed with if all the Members who would have been entitled to vote upon the action of such Meeting if such Meeting were held shall consent in writing to such action being taken.

Action by Members Without a Meeting: Members may take action by written consent without a meeting, formal meeting notice and formal meeting vote, as long as written notice is given to the Member in the manner prescribed elsewhere in these By-Laws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these By-Laws. The decision of a majority of the voting interests of the Members who submit a written response, or a larger percentage vote as otherwise may be required by the Condominium Documents (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the Membership, provided a quorum submits a response.

~~Section 9—Separate Votes—Matters which are peculiar to a particular condominium such as termination, capital improvements, and the like shall be voted on only by the members of units in that Condominium.~~

**ARTICLE VI.
NOTICES**

~~Section 1. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws notice is required to be given to any Director or Member, it shall not be construed to mean personal notice; but such notice shall be given in writing by certified mail, by depositing the same in a post office or letter box, addressed as appears on the books of the Corporation.~~

***Condominium Documents **written**

~~Section 2. Service of Notice—Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.~~

~~Section 3. Address: The address for notice to the Corporation is P.O. Box 6667 Indian River Shores, Florida 32909.~~

*** Association is: 5601 N. A1A, Vero Beach, Florida 32963

Section 4. Minimum Requirements for Meeting Notices.

<u>Type of Meeting</u>	<u>Notice Required</u>	<u>Time for Mailing Prior to Meeting</u>
<u>A. Annual Meeting and Special Meetings not referred to in this Section 4.</u>	<u>Mail to Unit Owners and post in conspicuous place on the Condominium Property (and retain Affidavit of Officer of Association as proof of mailing).</u>	<u>At least 14 days.</u>
<u>B. Board Budget Meeting.</u>	<u>Mail notice of the Board's budget meeting and a copy of the proposed budget to all owners.</u>	<u>At least 14 days.</u>
<u>C. Special Owners' Meeting to review and enact a budget pursuant to Section 718.112 (2)(e), Florida Statutes.</u>	<u>Written notice to all Unit Owners to be provided within 30 days of the written application received from 10% of the voting interests of the members of the Association.</u>	<u>At least 10 days.</u>
<u>D. Special Meeting of the Unit Owners to effect recall of Director(s).</u>	<u>Ten (10%) percent of the voting interests (Petitioners) call this Meeting, not the Association.</u>	<u>Not less than 10 nor more than 60 days.</u>

**ARTICLE VII.
FINANCES**

~~Section 1. Fiscal Year: The Corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors~~

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~~is expressly authorized to change from a calendar year basis to that of a year^f basis whenever deemed expedient for the best interests of the Corporation~~

***fiscal**

~~Section 2. Checks: All checks or demands for money and notes of the Corporation shall be signed by any two of the following Officers: President or Vice President, and Secretary or Treasurer, or by such Officer or such other person or persons as the Board of Directors may from time to time designate.~~

~~Section 3—Determination of Assessments:~~

~~A—The Board of Directors of the Corporation shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium Property and if possible, make such determination in advance for each fiscal year. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Corporation, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expense from time to time by the Board of Directors of the Corporation. The Board of Directors may, on behalf of the Corporation, make and collect assessments and lease, maintain, repair and replace the Common Elements and the Limited Common Elements of the Condominium. Funds for the payment of common expenses shall be assessed against the Unit Owners in the proportions of percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable monthly, in advance, or at such other times, as ordered by the Board of Directors. If at any time during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of other expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision.~~

D—Notwithstanding any of the foregoing provisions, during the period of time beginning with the recording of the Declaration of Condominium and ending on December 31, 1978, or until Unit Owners other than the Developer elect a majority of the Board of Directors which thereafter occurs, the Developer shall collect all assessments from Unit Owners and shall pay all expenses for the operation of the Condominium buildings during such period of time on an annual basis (including pre-rate credit for prepaid expenses, deposits, etc.); Assessments during the foregoing period shall be made on the basis of the "Proposed Operating Budget" set forth in each individual Condominium Unit, submitted to each Unit Owner in accordance with the terms of the Purchase Agreement. Developer shall not be obligated to, and shall not have to account for the monies collected, or any surplus retained or collected, after December 31, 1978 with respect to any Units which have not been sold by the Developer and which the Developer continues to own. The Developer shall pay to the Association its share of the common expenses in the same manner as all other Unit Owners.

C—When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer of the Corporation shall mail or present a statement of the assessment to each of the Owners. All assessments shall be payable to the Secretary or Treasurer of the Corporation, and upon request the Secretary or Treasurer shall give a receipt for such payment made to him.

D—The Board of Directors may not authorize or make any additions or capital improvements to the Condominium Property of a cost in excess of Ten Thousand (\$10,000.00) Dollars without first securing a majority of the votes of all Members constituting a quorum at the Meeting called for the purpose of considering said additions or improvements, excepting that in cases of emergency, and in order to protect the condominium Property, the Board of Directors may, in their sound judgment, make repairs to the Condominium Property in excess of said Ten Thousand (\$10,000.00) Dollars.

E—Upon the purchase of each Unit from the Developer, or at any time thereafter, at the request of the Board of Directors, each Unit Owner, not including the Developer, shall deposit with the managing agent of the property, or as may be otherwise directed by the Board, an amount equal to two times the monthly assessment relating to each Owner's Unit. Such amount shall be held, together with the amounts similarly deposited by the other Unit Owners, as an operating reserve for common expenses, and shall be used and applied from time to time as may be needed toward meeting deficits and for such other common purposes as the Board may deem necessary. To the extent that the said operating reserve may be depleted, or in the judgment of the Board may be inadequate, the Board may increase the same by an assessment to the members in the proportion of their shares of the common expense. The said operating reserve on hand from time to time shall be deemed part of the common surplus.

F—In the event additional condominiums are managed by the Association, then the Budget and the assessments shall be determined for all the condominiums together except for capital improvements or items which are peculiar to any one particular condominium or popular to less than all of the condominiums. Such items shall be specifically identified on the Budget of the condominiums which are incurring such expenses.

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ARTICLE VIII.

SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Non-Profit". Said seal may be caused by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX.

STOCK

This Corporation shall never have or issue shares of stock and/or certificates of membership, nor will it ever have or provide for non-voting membership.

~~ARTICLE X.~~

~~HOUSE RULES~~

In addition to the other provisions of these By-Laws and the Declaration, the following house Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Units located in the Property and the conduct of all residents thereof.

A—Each Unit on the Condominium Property shall be used for residential purposes and as a single family private dwelling for the Unit Owner and for members of his family and guests and for no other purposes. Two bedroom Units shall be occupied by no more than 5 persons as to living quarters, three bedroom units shall be occupied by no more than 6 persons as to living quarters.

B—Unit Owners shall not permit or suffer anything to be done or kept in their Units which will increase the rate of insurance or the insurance premiums on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

C—The Use of the Unit shall be consistent, and in compliance, with existing laws, the provisions of the Declaration and these rules and regulations.

D—Units may not be used for business use or for any commercial use whatsoever.

E—Common Elements shall not be obstructed, hindered or defaced or misused in any manner.

F—No structural changes or alterations shall be made in any Unit, except upon approval in writing of the Board of Directors and the approval of the institutional first mortgagee of the first mortgage, if any, encumbering said Unit.

G—A Unit Owner may only keep parakeets, canaries, fish, cats and dogs in the Unit, but said cats and dogs shall be allowed in the Owner's Unit if they do not constitute a nuisance to other Residents of the Condominium Building. The right to keep said parakeets, canaries, fish, cats and dogs by any Unit Owner may be revoked at any time by the decision of the Board of Directors in the exercise of their judgment, and in their sole discretion; and upon such revocation, the Unit Owner shall forthwith remove the pet which the Board of Directors directs the Owner to remove from the Unit. The Unit Owner will have no recourse against the members of the Association or the Board of Directors or the Association for any decision made regarding the removal of pets from the Unit. During such time when a cat or dog is housed in a Unit, the Owner will hold the Association harmless against any and all claims, debts, demands, obligations, costs and expenses, which may be sustained by or asserted against the Association and the members of its Board by reason of acts of said cat or dog committed in or about the Condominium Property; and the Unit Owner will be responsible for the repair of all damage resulting from acts of said cat or dog. All pets must be of a size that can be carried by the Unit Owner.

M—No Unit Owner or occupant of a Unit shall post any advertisement or posters of any kind in or on the Condominium Unit or the Condominium Property except as authorized, in writing, by a majority of the Board of Directors.

N—No clothesline or similar device shall be allowed on any portion of the Condominium Property by any person, firm or corporation without the written consent of a majority of the Board of Directors; and no rug, etc., may be laid from the windows of the Units and rugs, etc., may only be placed within the Units and not in any other portion of the Condominium Property and all garbage and trash shall be deposited in the disposal installations provided for such purpose.

O—Owners and occupants of Units shall exercise extreme care to minimize noise and in the use of musical instruments, radios, television sets, amplifiers or other loud speakers in said Units so as not to disturb the other persons and parties occupying Units; and not to operate or permit to be operated a phonograph, radio, television set or other loud speaker in any Unit between the hours of 11:00 o'clock P.M. and the following 9:00 o'clock A.M. if the same shall disturb or annoy other occupants of the Condominium Property.

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P—No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install any type of television antennae, machines or air conditioning equipment, etc., except as authorized, in writing, by a majority of the Board of Directors.

Q—No Owner or occupant of a Unit shall use the screened terrace or balcony of a Unit for the drying of laundry or the airing of bedding, and shall not alter the exterior appearance of said screened terrace or balcony.

R—Each Unit Owner and the occupants of a Unit shall maintain in good condition and repair the Unit and all utilities within or extending said Unit (such as the surfaces of the walls, ceilings, floors), whether or not part of the Unit or Common Elements, and to maintain and repair the fixtures thereon and pay for such utilities as are separately metered to his Unit.

ARTICLE XX: X.
DEFAULT

Section 1. In the event a Unit Owner does not pay any sums, charges or assessments required to be paid to the Corporation within thirty (30) days after the due date, the Corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges or assessments to which it is entitled in accordance with the Declaration and the statutes as amended. If any action of foreclosure is brought against the Owner of a Unit for non-payment of monies due the Corporation, and as a result thereof the interest of the said Owner in and the Unit is sold, then the Unit Owner will thereupon cease to be a Member of the Corporation.

*by

Section 2. If the Corporation becomes the Owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former Owner of the Unit in question.

Section 3. In the event of violation of the provisions of the Declaration, Corporate Charter or By-laws; as the same are or may hereafter be constituted, for **

*Condominium Documents

** a reasonable period of time

—thirty (30) days after notice from the Corporation to the Unit Owner to correct said breach or violation, the Corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it or they may deem appropriate.

Section 4. In the event any legal fees or costs are incurred by the Association in collecting or enforcing the payment of any sums due the Association by a Member, then such Member shall be obligated to pay the Association's reasonable attorney's fees and court costs incurred by it.

Section 5. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all Owners of Family Units to give to the Corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the Owners of Units, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE XX: XI.
SURRENDER

In the event of the termination of membership, the Member or any other person or persons in possession by or through the right of the Members, shall promptly quit and surrender the owned Unit to the Corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Corporation shall have the right to re-enter and to re-possess the owned apartment. The Member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Florida.

ARTICLE XXII: —
JOINT OWNERSHIP

In the event a Unit is owned by more than one person, then all of the Owners of such Unit shall be entitled collectively to only one voice or ballot in the management of the affairs of the Corporation, and the vote of such Owners may not be divided between plural Owners of a single Unit. If the Owners are unable to agree upon their ballot upon any subject at any Meeting, they shall lose their

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right to vote on such subject, but if all of the Owners of such Unit shall not be present at the Meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such Owners.

ARTICLE IV-
MISCELLANEOUS

XII.

Section 1. The contract documents relating to this Condominium and the ownership of a Condominium Parcel therein shall include the Declaration of Condominium to which these By-Laws are attached, these By-Laws, the Charter of the Corporation, the Management Agreement, if any, and the pertinent statutes from time to time pertaining thereto, all as amended from time to time in accordance with law.

Section 2. The Corporation shall have the powers, rights and authority, (including the lien rights) set forth and provided in Chapter 716 Florida Statutes, subject to any limitations thereon imposed by its Charter or these By-Laws or the Declaration of Condominium as said instruments may be effective from time to time, including any amendments thereto.

Section 3. No Unit Owner or Member, except as an Officer of this Corporation, shall have any authority to act for the Corporation or bind it.

Section 4. Upon request made not less than sixty (60) days prior to the end of each fiscal year of the Association, the Association will, upon specific request of an "institutional first mortgagee":

A. Afford the right to inspect the books and records of the Condominium Association during normal business hours; and

B. Submit to such institutional first mortgagee an annual financial statement of the Association within ninety (90) days from the end of the fiscal year of the Condominium Association; and

C. Give written notice of meetings of the Association and allow designees of the institutional first mortgagee to attend any such meetings.

Section 5. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

Section 6. As used in the Declaration of Condominium, Articles of Incorporation or By-Laws, the terms "Condominium Documents" or "Documents" shall mean and refer to the Declaration of Condominium, Articles of Incorporation and By-Laws, as amended from time to time - unless the content clearly means otherwise.

ARTICLE IV-
AMENDMENT XIII.

~~These By-Laws may only be altered, amended or added to at any duly called meeting of the Members; provided (1) that the notice of the Meeting shall contain a full statement of the proposed amendment; and (2) that there is an affirmative vote of seventy (70%) percent of the Members present in person or by proxy in favor of such alteration, amendment or addition to these By-Laws. No amendment to these By-Laws shall ever be adopted which would affect or impair the validity of priority of any mortgage covering or encumbering any Condominium Parcel or Parcels.~~

Amendments to these By-Laws shall be proposed and adopted in the following manner:

Section 12.1. Notice. The full text of a proposed amendment shall be included in the notice of the Owners' meeting at which the proposed amendment is to be considered by the Unit Owners.

Section 12.2. Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either a majority of the full Board of Directors of the Association or by 10% of the voting interests of the Members of the Association. Except as may elsewhere be provided, an Amendment shall be approved by not less than an affirmative vote of a majority of the full Board of Directors and by two-thirds of the voting interests of those Members present in person and by proxy at the Meeting. Owners not present in person or by proxy at the meeting considering the Amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the Owners' meeting. Directors not present at the Board meeting at which the Amendment is considered may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the Owners' meeting.

Section 12.3. Proviso. No amendment shall affect the lien, security or value of security of any Institutional First Mortgagee, or the saleability of a first mortgage on the secondary market, unless the Institutional First Mortgagee shall join in the execution of such amendment.

Section 12.4 Execution and Recording. A copy of each Amendment shall be attached to a certificate certifying that the Amendment was duly adopted, which certificate shall be executed by the President (or Vice-President) and Secretary (or Assistant Secretary) of the Association with the formalities of a deed. The Amendment shall be effective when such certificate and a copy of the Amendment, together with joinder of any consents required in this Declaration, are recorded in the Public Records of Indian River County, Florida.

ARTICLE IV-
CONSTRUCTION XIV.

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever the context so requires. Robert's Rules of Order shall govern the conduct of all Meetings of the Members, excepting, however, that if any conflict exists between these By-Laws and said Robert's Rules of Order, then the provisions of these By-Laws shall prevail.

XV

COMMITTEES

Section 1. Committees of the Association shall be appointed by a majority of the full Board of Directors. The Board shall have discretion as to which kinds of committees to appoint.

Section 2. Personnel Committee. There shall be a Personnel Committee appointed by the Board of Directors, which shall be a standing committee of the Association. A minimum of three (3) persons shall serve on said Committee. The purpose of same shall be to review pay scales, merit raises, prepare job descriptions and policies for Association personnel, and to recommend same from time to time to the Board of Directors.

EXHIBITS D & E TO THE DECLARATION OF CONDOMINIUM

Exhibits D & E of the Declaration of Condominium as recorded in Official Record Book 566, Pages 1398 through 1410 inclusive, are hereby incorporated herein as if reproduced.