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NOTE: SUBSTANTIAL REWORDING OF ENTIRE DECLARATION. SEE ENTIRE ORIGINAL DECLARATION FOR PRESENT TEXT.

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
THE ROYALE RIVIERA, A CONDOMINIUM**

KNOW ALL PERSONS BY THESE PRESENTS:

THE AMENDED DECLARATION OF CONDOMINIUM OF THE ROYALE RIVIERA, A CONDOMINIUM was recorded at Official Record Book 325, Page 271, Public Records of Indian River County, Florida, and was re-recorded at Official Record Book 337, Page 201, Public Records of Indian River County, and was amended thereafter. The Declaration of Condominium is hereby amended in part and restated in its entirety.

Section 1. SUBMISSION TO CONDOMINIUM OWNERSHIP. This Amended and Restated Declaration of Condominium is made by The Royale Riviera Association, Inc., a Florida corporation not for profit. The land described in this Declaration and the improvements located on the land have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration.

Section 2. NAME AND ADDRESS. The name of the Condominium subject to this Amended and Restated Declaration is The Royale Riviera, a Condominium. The mailing address for this Condominium is 935 East Causeway Boulevard, Vero Beach, Florida 32963.

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

3.1 "Approved Mortgagee" means and refers to any holder of a mortgage on a Unit who provides written notice to the Association setting forth the name of such holder, the address of such holder, the date of the mortgage and the Unit secured. The term "Approved Mortgage" shall mean a mortgage held by an Approved Mortgagee. The Association shall maintain a roster of Approved Mortgagees.

3.2 "Articles" means the Amended and Restated Articles of Incorporation, or if applicable, the original Articles of Incorporation, as amended from time to time.

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

3.4 "Association" means The Royale Riviera Association, Inc., a Florida corporation not for profit, its successors, assigns and legal representatives.

3.5 "Association Certificate" means a certificate of the Association in recordable form signed by the president or vice-president and secretary or assistant secretary of the Association.

3.6 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

3.7 "Building and Improvements" means the structures and improvements on the Properties, but does not include any improvements added by Owners after the original construction of the building.

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

3.9 "By-Laws" mean the Amended and Restated By-Laws, as amended from time to time.

3.10 "Common Elements" means all portions of the condominium property of each Condominium not included within the Units, but not Association property.

3.11 "Condominium" means The Royale Riviera, A Condominium.

3.12 "Condominium Act" means the condominium act in existence on the date of recording of this Declaration, unless the context states otherwise.

3.13 "Condominium Documents" means and includes this Amended and Restated Declaration and all recorded exhibits, including Amended and Restated Articles of Incorporation and By-Laws, as amended from time to time.

3.14 "County" means Indian River County, Florida.

3.15 "Declaration" means this Amended and Restated Declaration, as amended from time to time.

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

3.17 "Guest" means any person who: (a) is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without

requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence of occupancy; (b) is not the Owner or lessee of the Unit in which he or she is present; and (c) is not a member of the family of the Owner or lessee of the Unit in which he or she is present. Notwithstanding the foregoing, an Owner or lessee of the Unit in which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Unit. Furthermore, a member of the family of the Owner or lessee of a Unit shall be considered a Guest unless he or she is a permanent occupant of such Unit. A "permanent occupant" means a person who does not have a permanent residence other than this Condominium.

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

3.19 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.

3.20 "Limited Common Elements" means and refers to those common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration.

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

3.22 "Occupy" shall mean and refer to the act of being physically present in a Unit for any period of time. "Occupant" is a person who occupies a Unit. A "permanent occupant" means an Owner or lessee of a Unit or a member of such Owner's or lessee's family who regularly resides in such Unit.

3.23 "Original Declaration" shall mean and refer to the declaration of condominium of The Royale Riviera, A Condominium, as recorded at Official Record Book 325, Page 271, and re-recorded in Official Record Book 337, Page 201, Public Records of Indian River County, Florida; as amended prior to this date.

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

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

3.26 "Properties" means the Condominium property (Units, common elements and limited common elements) and Association property.

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

3.28 "Unit" means and refers to that portion of the Condominium property which is subject to exclusive ownership, as set forth in this Declaration. There are two types of Units as follows:

- A. Apartment Units 101 through 109, 201 through 209, 301 through 309, 401 through 409, 501 through 509, and 601 through 609 (sometimes referred to in this Declaration as "Apartments") and
- B. Covered parking facilities numbers 1 through 27 (sometimes referred to in this Declaration as "Covered Parking Facilities").

3.29 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Apartment Unit collectively are entitled to one vote in Association matters.

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

4.1 Entire Condominium. This Condominium consists of that property legally described in Exhibit "A" attached to and made a part of this Declaration. There are a total of 54 Apartments and 27 Covered Parking Facilities.

4.2 Survey and Plot Plans. Attached to this Declaration as Exhibit "B" is a survey of the land and plot plans, which graphically describe the improvements in which Units are located, and which show all the Units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements; along with which was attached a certificate of a surveyor. Together with this Declaration, the foregoing are in sufficient detail to identify each Unit, the common elements and limited common elements and their relative locations and dimensions.

4.3 Apartment Unit Boundaries.

The boundaries of the Apartment Units shall include that part of the building containing an Apartment Unit which lies within the boundaries of the Apartment Unit, which boundaries are as follows:

- A. Upper boundary -
 - 1. Apartment Units next to the roof - the plane of the roof slab which serves as a ceiling.
 - 2. Other Apartment Units - the plane of the under surfaces of the floor slab of the floor above.
- B. Lower boundary - above the concrete slab.
- C. Vertical boundaries. The vertical boundaries of the Apartment Unit shall be:
 - 1. Exterior building walls - the exterior of the outside walls of the building bounding an Apartment Unit. However, as to the end Units on the east (stack nine) and west (stack one) sides of the building, the vertical boundary is adjacent to the stairwell wall. Where there is attached to the building a balcony, or other portion of the building serving only the Apartment Unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon.
 - 2. Interior building walls dividing one Apartment Unit from another Apartment Unit - the unfinished surfaces of the interior building walls, that is, the backside of the drywall/plaster.

4.4 Personal Property of the Owners. Any improvement added to the common elements, limited common elements or building exteriors installed by an Owner after the original construction of the building, including the sliding glass doors installed by the Owner at the edge of the balcony, or installed by the developer as an upgrade which is not reflected on Exhibit "B" to this Declaration, shall retain the character of personal property of the particular Owner and shall not be considered Condominium or Association property. The foregoing is hereinafter referred to as the "Owners' Personal Property".

SECTION 5. EASEMENTS. Each of the easements and easement rights referred to in this Section 5, is reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the

Condominium. None of the easements specified in this Section 5 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. The following easements lie in addition to those provided for in the Condominium Act:

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

5.2 Ingress and Egress. Easements over the common elements and Association property for ingress and egress, to Units and public ways, to the Condominium. Proviso. The Association shall be permitted to install speed bumps or speed humps, without being considered to have unreasonably impaired any easement rights, but only upon the approval of the Board of Directors and the vote of a majority of those voting interests of the Owners present in person and by proxy at an Owners' meeting.

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

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

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

5.6 Support. There is an easement for support of each Unit.

SECTION 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Condominium Parcels. Each Unit is described and located on Exhibit "B" to this Declaration. The Owner(s) of each Unit shall own that undivided share in the common elements and the common surplus as set forth in Exhibit "C" attached to and made a part of this Declaration.

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

- A. An undivided ownership share in the land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and By-Laws of the Association, attached to this Declaration as Exhibits "D" and "E", respectively.
- C. The exclusive right to use the limited common elements reserved for the Unit, and the right to use the common elements.
- D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- E. Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitute a "Condominium Parcel".

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

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

6.5 Use Fee. The Association, by and through its Board of Directors, is empowered to charge a use fee for use of the recreational facilities.

SECTION 7. COMMON ELEMENTS.

7.1 Common Elements Defined. The common elements are as defined in Section 3.10 above.

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

SECTION 8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain common elements have been designated as limited common elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The limited common elements and the Units to which their use has been designated are as described in this Declaration. The following common elements are hereby designated as limited common elements:

- A. Heating and Air Conditioning System. The entire air conditioning/heating system, including all appurtenances and lines, ducts and vents which are located within the common elements shall be a limited common element of the Unit so served.
- B. Appurtenances. All openings in the building, including but not limited to windows and doors, and their framing, sills, posts, threshold, weatherstripping, hardware and glass situated in the common elements which serve a Unit concerned is a limited common element of the Unit so served. However, if same is Owners' Personal Property, then same is not a limited common element.
- C. Others. Any part of the common elements connected to or exclusively serving a single Unit, and which is specifically required in Section 11 of this Declaration to be maintained, repaired, or replaced by or at the expense of the Owner, shall be deemed a limited common element of the Unit so served.

SECTION 9. ASSOCIATION. The operation of the Condominium is by The Royale Riviera Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to this Declaration and the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation attached as Exhibit "D", or if applicable, the original Articles of Incorporation, as amended from time to time.

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

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

9.4 Limitation on Liability.

- A. Notwithstanding its duty to maintain and repair certain Properties, the Association shall not be liable to the Owners for injury or damage caused by Properties which the Association has responsibility to maintain. In the event that any portion of the Properties for which the Owner has maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement of those Properties for which the Association has responsibility, the Owner shall bear the full risk of loss. The only exception under this Section 9.4.A is where the Association (whether for itself or its contractor) is guilty of gross negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). This Section 9.4.A shall also apply where the loss results in the course of the Association's reconstruction and repair after casualty.
- B. The Association shall in no event be liable for any damages resulting from an Owner's breach of his maintenance, repair and replacement responsibility under this Declaration.

9.5 Purchase, Conveyance, Leasing and Mortgaging of Real Property. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and convey same upon the prior vote of a majority of the entire voting interests of all Members of the Association. The Association shall be permitted to purchase Units and lease real property, with the approval of the Board of Directors only. The Association may mortgage real property. The Association shall be permitted to assign its assessment rights in connection with obtaining financing, but the assignment cannot pertain to reserves for deferred maintenance and capital expenditures required by the Condominium Act, nor to special assessments unrelated to payment of the debt in question.

SECTION 10. ASSESSMENTS, CHARGES AND LIENS. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium

and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Properties, the expenses of operating the Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts.

10.2 Share of Common Expenses. Each Owner (collectively) and each Unit in each Condominium shall be liable for that share of the common expenses equal to each Owner's share of ownership of the common elements as stated in Section 6.1 above.

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

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

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

10.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date

due until paid; and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time. (Currently, the maximum is the greater of \$25.00 or five (5%) percent of the late payment). Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

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

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

- A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act as amended from time to time.
- B. Leases. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

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

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

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

10.11 Charges.

- A. **Defined.** Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; fines; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents.
- B. **Who is Liable for Charges.** The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable.
- C. **Application of Payments; Failure to Pay; Late Fees; Interest.** Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, Charges, first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.
- D. **Collection of a Charge.** The Association may bring an action to recover a money judgment for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection,

including court costs and attorneys' fees, including those incurred in connection with appellate, bankruptcy and administrative proceedings. The Association may file a claim of lien for a Charge unless prohibited by the Condominium Act as amended from time to time.

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

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

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

- A. Common Elements and Association Property. All common elements and Association property.
- B. Limited Common Elements. No limited common elements.
- C. Apartment Units.
 - 1. The screens and struts on the balconies (north and east sides of the building).
 - 2. All lights on the exterior of the porches/patios.
- D. Exterminating. The Association shall be responsible to provide pest control to the common elements. In the event that in order for the Association to discharge its duty under this Section 11.1.D the building must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and Occupants shall be responsible to remove themselves and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself/herself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order requiring compliance with this Section 11.1.D.

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

- A. Units. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary, except for those portions which are the responsibility of the Association under Section 11.1.D above. The Owner's responsibility shall include the entirety of the interior sliding glass doors (if any), exterior sliding doors on porches, entry doors and screen/storm doors and windows and their frames, casings, sills, threshold and hardware.
- B. Limited Common Elements. All limited common elements.
- C. Owners' Personal Property. All Owners' Personal Property, as defined in Section 4.4 above, shall be maintained, repaired and replaced by the Owner concerned.
- D. Miscellaneous Covenants and Understandings of Each Owner.
 - 1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high quality condition and appearance and/or which if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).
 - 2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.
 - 3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.
 - 4. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Properties for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected or damage might be caused to such Properties.

5. Any Owner wishing to install any hard surface flooring materials (including but not necessarily limited to ceramic tile, marble and wood) in Units in areas other than the kitchen and baths, is required to insure that a sound control underlayment system is used which insulates against noise transmission. Installation of the sound control underlayment system shall include provisions for a perimeter isolation material which will insure that impact noises are not transmitted into other Unit(s) either directly through the floor or by planking through the surrounding walls. Written Board approval is required prior to such installation.
6. Each Owner is responsible for the expense of all decorating within his or her own Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.

11.3 Maintenance Standards for Owners and Occupants. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure a first class and high quality appearance of the Condominium at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high quality appearance. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration:

- A. Windows and Glass Doors. Broken or cracked glass shall be immediately replaced for safety concerns as well as cosmetic reasons.
- B. Screens and Screen Frames on the South Side of the Building. Torn, cut or otherwise damaged screening and damaged screen frames on the south side of the building shall be replaced with new materials as reasonably soon as possible after the damage occurs. Screen frames shall maintain in high quality condition at all times.
- C. Hurricane Shutters. Hurricane shutters shall be fully operative at all times and shall not appear broken or inoperative, nor shall they appear substantially worn, discolored or faded.

11.4 Alterations and Improvements by the Owners and Occupants.

A. Limited Rights of Owners and Residents. A uniform scheme and appearance of the buildings has been established. The Association desires to uphold this uniform scheme and appearance. Therefore, the rights of the Owners and Occupants to make alterations and improvements to the exteriors of the building; and outside of the building; and alterations, improvements, decorations and changes on the interiors of the Units which can be viewed from outside of the Units; are very limited. **THEREFORE, IF THIS DECLARATION FAILS TO PERMIT AN OWNER OR OCCUPANT TO MAKE AN ALTERATION OR IMPROVEMENT WHICH FALLS WITHIN THE SCOPE OF THE IMMEDIATELY PRECEDING SENTENCE, THEN SAME SHALL NOT BE PERMITTED. IF IT DOES FALL WITHIN THE SCOPE, SAME SHALL BE PERMITTED ONLY IF THE ALTERATION OR IMPROVEMENT FALLS WITHIN THE GUIDELINES REFERRED TO IN SECTION 11.4.C BELOW (AS AMENDED BY THE BOARD OF DIRECTORS FROM TIME TO TIME [AND WHICH ARE CONSISTENT WITH SECTION 11.4.C BELOW]), AND UNLESS OTHERWISE STATED, ONLY UPON THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS.**

1. Proviso: No Owner shall be required to obtain the approval of the Association for the installation of any antenna or satellite dish which is protected by federal law. The guidelines for permitted antenna and satellite dish installations are set forth in Section 11.4.C. 8 below.

B. Removal of Interior Partition Wall; Other:

1. Interior Partition Wall. If any Owner desires to remove any interior partition wall, he or she must first submit a detailed written plan to the Board and obtain Board approval in writing before such removal. The removal could materially affect or interfere with the utility services constituting common elements, if any, located therein. However, if a permit from a governmental entity is required, the Owner shall provide a copy of same to the Association prior to the start of the work; it is understood that the Association is not liable for an Owner's non-compliance with the permit(s) or any building codes.
2. Interiors. Board approval is required as to any alteration, improvement, decoration or change on the interior of the Unit which cannot be viewed from the outside of the Units to the

extent that same materially affects or interferes with the structural integrity of a load bearing wall or column.

3. Combination of Units. No Units may be combined to create one Unit.

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

1. Tropical Storm and Hurricane Protection. The following applies to Apartment Units: The Owners of each Unit bordering the front (south side) of the building shall at their own expense install hurricane shutters on all windows on any front (south side) of the building, and the Owners of each Unit shall install hurricane shutters over the internal sliding glass doors or on the outer side of the porch/patio (on the inside of the outside sliders) on the back (north side) of the building, in accordance with the hurricane specifications adopted by the Board of Directors from time to time. Where a Unit does not have internal sliding glass doors on the back (north side) of the building, then such Owner shall install external impact sliding glass doors, in accordance with any specifications adopted by the Board of Directors from time to time. The intention is that all such building openings in the Units contain such hurricane or tropical storm protection. All hurricane shutters in the building must be closed by the unit owner in advance of any tropical storm or hurricane. All hurricane shutters previously installed or to be installed by Owners, are viewed as and shall be considered to be the personal property of the owner. Each Owner shall be responsible to maintain, repair and replace, in quality and operating condition, all hurricane shutters for each Unit. Each Owner shall also be responsible to carry casualty insurance on all hurricane shutters and shall be responsible for any casualty loss to the hurricane shutters. Notwithstanding the foregoing to the contrary, an Owner may dispense with the installation of the hurricane shutters required by this sub-section as long as the particular building opening contains hurricane impact glass. At no time may

any hurricane shutter be in the closed position between December 1 and April 15 inclusive of each year.

2. Windows. Windows on the south side of Units must meet all architectural standards adopted by the Board from time to time. Reflective material/window tinting is/are not permitted on the windows. Window treatments on the south side of Units must show only white from outside of the building. At no time shall aluminum foil be permitted on the inside or outside of the windows.
3. Doors. Entry, screen and sliding glass doors shall be permitted, as determined by the Board of Directors.
4. Air-Conditioning/Heating Units. Wall/window air-conditioning and heating units are prohibited, except that through the wall units are permissible so long as only the grill protrudes through the wall.
5. Solar Panels. Solar panels are permitted only as protected by F.S. 163.04, as amended time to time.
6. Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Units (interior or exterior) such that they may be viewed from the common elements, limited common elements or other Units. Exceptions: The following shall not violate this Section 11.4.C.6:
 - (a) Official notices of the Association.
 - (b) Signs on permitted vehicles under Sections 12.4.B.1, 2, 3 and 4 below.
 - (c) One handicap sign not exceeding 8" on one side and 10" on the other side in one window of the Unit.
7. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted shall be those that are protected by federal law. In no event shall any restrictions imposed in this Section 11.4.C.7 impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. Until federal

law or the applicable FCC cases and rulings change, which changes are automatically incorporated into this Declaration without the need to amend in the future, a satellite dish or antenna installation must be situated entirely within the boundaries of the Unit or limited common elements. Notwithstanding any provision contained in this Declaration to the contrary, the approval of the Board of Directors of the Association will not be required for installations referred to under this Section 11.4.C.7. No other satellite dishes or antennae are permitted.

11.5. Alterations and Improvements by the Association. Subject to the provisions of Sections 16 and 17 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the common elements or Association property, which are approved by the Board of Directors. However, if the cost of same shall exceed 5% of the annual budget including reserves for deferred maintenance and capital expenditures cumulatively in a budget year, then the alteration or improvement may not be made unless approved by the vote of not less than a majority of the voting interests of all members of the Association.

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

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

12.1 Occupancy of Units.

- A. General. Each Apartment Unit shall be occupied by Owners and tenants and their family members and Guests, invitees and servants, as a residence for one family at a time only and for no other purpose, subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Unit.
1. No one (1) bedroom Unit may have more than three (3) permanent occupants and no two (2) bedroom Unit may have more than five (5) permanent occupants (as defined in Section 3.17 above).
- B. Guest Use in the Absence of the Owner or Lessee as Host. A Guest may occupy an Apartment Unit in the absence of the Owner or lessee, as host, only as follows and only in compliance with any

other restrictions contained in the Condominium Documents and the Rules and Regulations:

1. The Association must receive from the Owner or lessee written authorization in advance of the intended stay, advising the Association of the relationship of the Guest and the date of arrival and departure. The foregoing applies even though the Guest seeking to gain admittance possesses a key to the Unit. The Board of Directors is authorized to develop forms for use in connection with notification for use of the Unit by the Owner's or lessee's Guests as stated in this subsection. In the event that the Owner was unable to obtain a copy of the notification form, the Owner must provide the Board of Directors, in writing, with the following information: Unit number; name of Owner; name of guest; car registration number (whether owned or a rental vehicle); intended arrival and departure dates; number of guests (adults and children); and the relationship to the Owner.
2. An Owner or lessee is deemed "absent" when the Owner or lessee does not stay overnight with the Guest.

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

12.3 Pets and Animals.

- A. Classifications. No pet or animal, including visiting pets and animals, shall be permitted in any Unit or on the common elements,

12.4 Vehicles and Parking.

- A. Prohibited Vehicles or Items. This Subsection A lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited from being stored or parked anywhere on the Properties, unless such vehicle or item is also listed in Subsection B below: Dirt bikes; trucks, including pick-up trucks, whether or not a camper top exists; agricultural vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; three-wheel motorized vehicles; dirt bikes; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; motor homes or mobile houses; truck mounted campers

attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans and sports utility vehicles, except as otherwise allowed under Subsection B.5 below; and boat and boat trailers; and other such motor vehicles.

B. Exceptions to A above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 12.4, and only provided that the vehicle can fit totally within the confines of the parking space.

1. Moving vans for the purpose of loading and unloading, and only during reasonable hours, but not between the hours of midnight and 6:00 a.m.
2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
3. Service and delivery vehicles, servicing the Properties, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
4. Police and Emergency vehicles.
5. Certain vans and sports utility and sports activity vehicles which are permitted. A two-axle van or two-axle sports utility or sports activity vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating, which fits wholly within the confines of a parking space.
6. Commercial vehicles. Commercial vehicles shall be permitted, but only in a Board determined set aside area in the rear of the building.

7. Pick-up trucks. A pick-up truck which is not a commercial vehicle as defined below, which does not exceed 3/4 ton carrying capacity, and which fits wholly within the confines of the parking space, shall be permitted.
8. Additional garage parking restrictions. All vehicles parked in the garage must fit wholly within the confines of the painted lines and must not extend beyond the 18 foot concrete pad into the driveway behind the concrete pad nor protrude over the raised walkway in front of it.

C. Classifications and Definitions.

1. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck, van or sports utility vehicle. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans and sports utility vehicles under Subsection B.5 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 12.4.
2. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

D. The following additional regulations apply:

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

washing, waxing, or the changing of tires of a vehicle are permitted.

2. No motor vehicle which is of the type of vehicle which is unregisterable or which is not currently registered and licensed shall be driven or operated on any of the Properties at any time for any reason.
 3. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium (except for landscaping equipment at the direction of the Board of Directors).
 4. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.
 5. No vehicle may be parked such that it blocks any driveway, except where otherwise necessary by moving vans and only for loading and unloading.
 6. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
 7. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner shall remove his/her vehicle for the time period requested, or become in violation of this Section 12.4. A vehicle which is not removed as required by this subsection shall be considered a Prohibited Vehicle under this Section 12.4.
 8. Vehicle washing is permitted only in designated areas, with water restriction rules imposed by governmental authority to be observed.
 9. All speed limit and traffic directional signage shall be observed.
- E. Remedy of Towing. If upon the Association's compliance with Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle

owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. Towing shall not be the exclusive remedy or a condition precedent for the Association.

12.5 Nuisances, Ordinances and Laws. No Owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No instrument, stereo, radio or television shall be played between the hours of 11:00 p.m. and 8:00 a.m. if same can be heard by any other Owners or occupants.

12.6 Uses of the Outside Walkways on South Side of the Building.

- A. Nothing shall be placed in or on the walkways on the south side of the building that could fall or cause injury.
- B. Nothing shall be swept, poured, tossed or shaken from the outside walkway on the south side of the building, nor shall dirt or refuse be swept or thrown from any portion of same. No patio or porch shall be hosed or scrubbed in such a manner as to cause water to drain from same to that of another Unit. Such work shall only be performed by the Association's personnel.
- C. Beginning with a hurricane watch and ending when the storm danger is passed, all movable objects shall be cleared from the walkways on the south side of the building. Furthermore, Owners and Occupants must remove all furniture and movable objects from the walkways on the south side of the building prior to their leaving for the season or for any extended period. Any Owner who fails to abide by the foregoing shall entitle the Association to enter upon an open patio or porch and remove same, whereupon the Association shall levy a Charge against the Owner concerned, which Charge shall be collectible as Charges are collected under this Declaration.

12.7 Use and Care of Commonly Used Areas by Owners and Residents. The following shall apply to Owners and Residents:

- A. Public passage ways, including stairwells and landings, shall not be obstructed nor used for any purpose other than for ingress to or egress from Units and common elements and Association property. Bicycles, shopping carts, baby carriages, scooters or similar vehicles shall not be placed in or allowed to stand in commonly used areas within the common elements and Association property, except that bicycles may be stored in areas designated from time to time by the Board of Directors.
- B. Persons shall not play on or about the roadways and parking areas, nor roof deck on the top of the building.

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

- A. Any business which qualifies as an authorized home occupation under the applicable zoning code in effect on the Effective Date of this Declaration and which is not prohibited elsewhere in this Declaration shall be permitted, except that a daycare or childcare facility or operation of group home (all regardless of age) shall be prohibited irrespective of whether same is viewed as a home occupation or otherwise.
- B. The business of operating the Association shall not be considered as business activity under this Section 12.8.

12.9 Trash and Garbage. There is a trash room on each floor. Unit Owners and Occupants are required to separate cans, glass, plastic and paper and place these items in the indicated recycle bins in the trash rooms. All other garbage shall be placed in double plastic bags and put down the garbage chute. Any large items shall be carried to and deposited in the dumpster at the back of the building on the ground floor at the east end of the building. Owners are responsible for themselves and their contractors for disposal of construction, debris, furniture, appliances and other large articles off the Condominium Property.

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

12.11 Loitering. Loitering on the Properties shall be prohibited and shall constitute a nuisance.

12.12 Covered Parking Facilities. At no time shall Covered Parking Facilities be used as living space or divided into any rooms.

12.13 Owner and Occupant Precautions. Each Owner and Occupant shall be responsible to shut off water when the Owner or Occupant vacates the Unit for more than seven (7) days, and shall be liable (as a Charge) for water damage occasioned by noncompliance with this Section 12.13. When the Owner or Occupant vacates the Unit for more than seven (7) days, the Owner/Occupant shall remove all free-standing objects on walkways, such as chairs, plants, tables, etc., which must be removed to inside the Apartment or in the basement storage area.

12.14 Inflammables. No inflammables except those used for normal household purposes shall be brought into any Unit or onto any limited common element without the prior written consent of the Board of Directors.

12.15 Contract Work. No Owner or Occupant and no contractor or worker employed by an Owner or Occupant, shall be permitted to do any remodeling or construction work in any Unit (except for emergency repairs) between the hours of 6:00 p.m. and 8:00 a.m. or on Sunday or any federal holiday, where such work is likely to disturb other Owners or Occupants.

12.16 Barbeque Grills. The use of barbeque grills is strictly prohibited anywhere on the Condominium Property, except for a portable barbeque grill placed by the Association in the back of the building at such distance from the building as dictated by applicable building and safety codes.

12.17 Washers and Dryers. The installation of washers and dryers in the Units is strictly prohibited.

12.18 Penthouse Rooms. Penthouse rooms are for the use of Owners, Occupants and their Guests and shall not be used for outside civic or social events by non-Owners and non-Occupants and their guests. Use of the social room and meeting room in the penthouse will be in accordance with rules and regulations adopted by the Board of Directors from time to time.

SECTION 13. LEASING OF UNITS

13.1 General. No Unit Apartment and Covered Parking Facility Owner may lease or rent any Unit Apartment or Covered Parking Facility without approval of the Association except to another Unit Apartment Owner.

- A. Notwithstanding the foregoing to the contrary, the lease of a Covered Parking Facility shall be limited to a permanent occupant or an Owner.

13.2 Approval by Association. The approval of the Association which is required for the lease of Unit Apartments and Covered Parking Facilities shall be obtained in the following manner:

A. Notice to Association

1. Lease. A Unit Apartment and Covered Parking Facility Owner intending to make a bona fide lease of his Unit Apartment and Covered Parking Facility shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. A personal appearance interview or telephone interview is required, as the Board determines of any lessee and his or her intended occupants, is a condition to approval.
2. Certificate of Approval. Within thirty (30) days after receipt of such notice and information, and telephone and/or personal appearance, as the Board requires from time to time, the Association must either approve or disapprove the proposed transaction.

13.3 Disapproval by Association. The Unit Apartment and Covered Parking Facility Owner shall be advised of any disapproval in writing, and the lease shall not be made.

13.4 Exceptions. None of the foregoing provisions of this section shall apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the Unit Apartment or Covered Parking Facility concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a lease by a bank, life insurance company or federal savings and loan association which so acquires its title.

13.5 Unauthorized Transactions. Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association except as set forth in Section 13.2 above.

13.6 Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 13; in the amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no

transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

13.7. Minimum Lease Term. The minimum lease term for a lease or rental shall be three (3) consecutive months.

13.8 Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet.

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

14.1 Forms of Ownership.

- A. General. There is no limitation as to the ownership of Units in this Condominium, except that a Covered Parking Facility may be sold or title otherwise transferred only to another Owner.
- B. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

14.2 Transfer of Ownership of Units.

- A. Transfers Subject to this Section 14.2
 - 1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

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

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

B. Procedures.

1. Notice to Association.

- (a) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance or telephone interview of any purchaser (s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.
- (b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.
- (c) Demand. With the notice required in Subsection (1)(a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the

Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the Subsection (1)(a) notice.

- (d) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.
- 2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in an Association Certificate in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue an Association Certificate to the transferee.
 - 3. Disapproval.
 - (a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:
 - (i) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

- (ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
 - (iii) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Condominium Documents and/or the Rules and Regulations of the Association;
 - (iv) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;
 - (v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or Rules and Regulations of the Association, by his conduct in the Condominium as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or
 - (vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.
- (b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.2.B(1)(c) above, then within ninety (90) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then

the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Condominium assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than ninety (90) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

- (c) Automatic Approval. If the Board fails to deliver the name of the approved purchaser within ninety (90) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand an Association Certificate shall be issued.

14.3 General Provisions.

- A. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 14 be violated.
- B. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and

occupants within the time limits extended to the Association for that purpose as set forth in this Section 14. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

- C. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 14; in the amount not to exceed the maximum allowed by applicable law from time to time.
- D. Certain Exceptions. Section 14.2 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such Section 14.2 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.
1. Proviso. This Section 14.3.D shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 14.2 above.

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

15.1 Purchase, Custody and Payment by the Association.

- A. Purchase. All insurance policies described herein covering portions of the Properties shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
- B. Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

- C. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed). All original policies and endorsements thereto shall be retained by the Association and full and complete copies thereof shall be deposited with the Insurance Trustee (if appointed).
- D. Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

15.2 Coverage.

A. Casualty.

1. All portions of the Association property, and all portions of the Condominium property located outside of the Units (which excludes Owners Personal Property).
2. As to the inside of the Units, all portions of the Unit as were initially installed, or replacement thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed by the developer. The insuring responsibility of the Association shall exclude wall, floor and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit; or any other item or any of the foregoing items, personal property fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to the Condominium Act, as amended from time to time.

The foregoing Properties referenced in subsections A.1 and A.2 above are collectively referred to as the "Insured Property". The

foregoing shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage and if not so determined, then by the Board of Directors of the Association. **Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association, subject to the criteria as set forth in F.S. 718.111(11), as amended from time to time.** Such coverage shall afford protection against:

- (a) Loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsement.
 - (b) Such other risks as from time to time customarily covered with respect to buildings similar in construction, location and use of the buildings, including but not limited to vandalism and malicious mischief.
- B. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the common and limited common elements, with such coverage as shall be required by the Board of Directors of the Association, with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa, if reasonably available.
- C. Worker's Compensation and other mandatory insurance, when applicable.
- D. Flood Insurance if required or the Association so elects.
- E. Fidelity Insurance, as required by the Condominium Act, covering all persons who control or disburse Association funds, such insurance to be in an amount which is the greater of that required by the Condominium Act or determined by the Board.
- F. Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association property, where such coverage is available.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (ii) avoid liability for a loss that is caused by an

act of the Board of Directors of the Association, a member of the Board of Directors of the Association, a committee of the Board of Directors or members of any such committee, one or more Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Owners that are not under the control of the Association, and that the policy shall be primary, even if an Owner has other insurance that covers the same loss.

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

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

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

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

15.6 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner and for each owner of a mortgage or other

lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

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

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

15.10 Owner's Insurance. Each owner shall maintain casualty insurance for Owner's Personal Property as well as all condominium property which is not insured by the Association under F.S. 718.111(11), as amended from time to time, and for any property or Properties which are required to be insured by the Owners under said statute as amended from time to time. Such policy shall contain waivers of subrogation by the insured as to any claims against other Owners or Occupants, the Association, officers and directors of the Association, any managing agent, and their respective servants, agents and guests. The Owner shall have the continuing obligation to provide a certificate of insurance to the Association, and provide an updated certificate of insurance as policy is renewed or changed. All other provisions of F.S. 718.111(11) (2009), as amended from time to time, shall apply here.

SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

16.1 Determination to Reconstruct or Repair.

- A. Subject to the provisions of Sections 16.1.B and 16.1.C below, in the event of damage to or destruction of the Insured Property as a result of a casualty, the Association shall promptly repair and reconstruct same. The Owner shall promptly repair and reconstruct all other casualty damage.
- B. If the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repairs, or it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land-use laws or regulations, then upon the votes and approvals as set forth in Section 18.1 below, the repair or restoration shall not occur and instead the Condominium shall be terminated.

- C. If 75% or more, measured in terms of the replacement cost, of the Insured Property is substantially damaged or destroyed, but the situation described in Section 16.1.B above does not occur, then upon the votes and approvals as set forth in Section 18.2 below, the repair or restoration shall not occur and instead the Condominium shall be terminated.

16.2 Plans and Specifications. Any reconstruction or repair by the Association must be made substantially in accordance with the plans and specifications for the original Building and Improvements and then applicable building and other codes; or if such plans and specifications are not available, then in accordance with the plans and specifications approved by the Association and/or then applicable building and other codes. Notwithstanding the foregoing to the contrary, the Board of Directors shall be permitted to approve of alterations or additions to common elements or Association property (including but not limited to roofs, windows, doors, paving, common elements, and other external surfaces) damaged by the casualty, without a membership vote and without same being deemed to be a material alteration or substantial addition to the common elements or Association property, based on the following reasons: Requirements due to changes in codes, and/or use of more practical and/or better wearing materials and components, including those which are more storm resistant and/or prevent or minimize water intrusion into the Units or buildings constituting Association property. As to any alterations or additions not encompassed in the foregoing reasons, not only is a Board vote required, but a majority of all voting interests in the Condominium must also approve; such majority vote applies notwithstanding a different vote imposed by Section 11.5 above for material alterations or substantial additions to the common elements and Association property.

16.3 Distribution of Proceeds. Proceeds of insurance policies for Insured Property received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- A. Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.
- B. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to contractors, subcontractors and suppliers engaged by the Association in such repair and restoration in appropriate progress payments. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Owners and their mortgagees being payable jointly to them, as follows, in the following order: First, for Insured Property located within the Unit boundaries, to each Owner of affected Units in proportion to the damage suffered by each

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

- C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated pursuant to F.S. 718.117(12), as amended from time to time.
- D. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund comprising insurance proceeds and any special assessments after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is less than assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
- E. Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, if any, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon an Association Certificate as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid. Furthermore, in making distributions to Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon Association Certificate as to the names of the Owners and their mortgagees and their respective shares of the distribution.

16.4 Assessments; Financing.

- A. General. If the proceeds of the insurance are not sufficient or it is determined by the Board that proceeds will not be sufficient to

defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair by the Association are insufficient, annual and/or special assessments levied against and/or cost allocations recovered from the Owner(s) in sufficient amounts to provide funds for the payment of such costs, including, but not limited to deductibles, if any, and/or the Association may obtain financing to pay for same. Such financing may be put into place even in advance of a casualty.

- B. Allocation of Expenses. Damage to the Insured Property shall be allocated to all Owners in proportion to all Owners' respective shares in the Common Elements.

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

SECTION 17. CONDEMNATION OR EMINENT DOMAIN:

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

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty, except that any condemnation of any portion of a Unit must be approved by all Owners of the Unit.

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

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

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

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

SECTION 18. TERMINATION OF CONDOMINIUM. The Condominium shall be terminated as follows:

18.1 Declaration Sections 16.1.B or 16.1.C Termination: In the event of a Termination under Sections 16.1.B or 16.1.C only above, the Section 16.1.B or Section 16.1.C plan of termination for this Condominium shall be approved upon the vote or written consent from not less than two-thirds (2/3) of the voting interests of all Owners of all Units and the written joinder and consent from a majority of all mortgage lienholders. The written consent of all Owners of a Unit must be obtained to bind the Unit if a written consent is utilized. Notwithstanding the foregoing to the contrary, approval of the holder of a recorded mortgage lien on a Unit shall not be required unless the plan of termination will result in less than the full satisfaction of the mortgage in question. If such approval is required and not given, the holder of the recorded mortgage lien who objects to the plan of termination may contest the plan as provided for in F.S. 718.117(16), as amended from time to time.

18.2 Optional Termination: Non Sections 16.1.B or 16.1.C Termination: Other than in connection with a Termination under Sections 16.1.B or 16.1. C of the Declaration, the Condominium may be terminated pursuant to a plan of termination approved upon the vote or written consent from at least eighty percent (80%) of the total voting interests of all Owners in this Condominium but only if not more than ten percent (10%) of the total voting interests of all Owners in this Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. The written consent of all Owners of a Unit must be obtained to bind the Unit if a written consent is utilized. In addition to the foregoing, the written joinder and consent from a majority of all mortgage lien holders is required. Notwithstanding the foregoing to the contrary, approval of the holder of a recorded mortgage lien on a Unit shall not be required unless then plan of termination will result in less than the full satisfaction of the mortgage in question. If such approval is required and not given, the holder of the

recorded mortgage lien who objects to the plan of termination may contest the plan as provided for in F.S. 718.117(16), as amended from time to time.

18.3 Calculation of Owners' Termination Shares. The value of the Units for calculating the Owners' termination shares shall be based on the approved value of each Unit at the time that termination is sought, including the value of any Limited Common Element storage space appurtenant to a Unit. Two (2) MAI approvals shall be obtained for each Unit and the arithmetic average of the two (2) MAI approvals shall determine the value attributed to each Unit, including Limited Common Element garage space, if any. The Association shall bear the cost of the approvals as a termination cost. Any mortgages or other liens on a Unit shall attach to and remain as encumbrances against the Unit only, and shall not be paid other than from the Unit's allocated termination share, and if same is not sufficient to pay all of such encumbrances, then the Owner(s) of Unit shall be obligated to pay the difference.

18.4 Association Powers. The approval of the plan of termination does not terminate the Association, who shall continue in existence following approval of the plan of termination with all powers and duties it had before the approval of the plan. The Board shall have those powers set forth in F.S. 718.117(6), as amended from time to time.

18.5 Incorporation. The provisions of F.S. 718.117(7) through (20) as amended from time to time shall also apply to the termination of this Condominium.

SECTION 19. COMPLIANCE AND DEFAULT; REMEDIES.

19.1 Duty to Comply; Right to Sue.

A. Each Owner, each tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Act, the Condominium Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association, by an Owner or by a tenant or other invitee occupying a Unit against:

1. The Association;
2. An Owner;
3. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
4. Any tenant leasing a Unit, and any Guest or other invitee occupying a Unit.

- B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.
- C. The Association shall also have any other remedies provided for in the Condominium Documents and law.
- D. The mandatory non-binding arbitration procedures of F.S. 718.1255, as amended from time to time, and the applicable Administrative Rules, shall be followed and shall apply so long as they exist and apply.

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

- A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.
- B. Provisos. Notwithstanding any provision to the contrary in this Section 19.2, the following shall apply:
 - 1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.
 - 2. The thirty (30) day notice shall not apply to Section 19.3 below.

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

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

- A. For the purposes of protection, maintenance, repair and replacement of those Properties for which the Association is obligated to protect, maintain, repair and replace.
- B. For the purposes of preventing damage to the common elements or to a Unit or Units.
- C. In the event that an unsanitary or other condition exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Properties.

This Section 19.4 is in addition to that access referred to in Sections 16.7 and 16.8 above. Each Owner and Occupant shall deliver to the Association passkeys to all locks, including as locks are replaced or altered, to enable the Association to have access under this Section 19.4.

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

19.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by

the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

19.7 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, Guests, agents, lessees, servants, etc. or any Occupants of the Unit), or the Association to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' fees, including those incurred in appellate, bankruptcy and administrative proceedings.

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

19.9 Eviction of Tenants and Occupants. The Association possesses all rights and remedies of the lessor/Owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. The foregoing includes the right of the Association to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/Owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Section 19.9 without any liability to the lessor/Owner or lessees/ occupants (including, but not limited to, the loss of rent to the lessor/Owner and loss of possession by the lessees/ permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees and the Owner shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter, including those incurred in appellate, bankruptcy and administrative proceedings.

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

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

20.2 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action,

or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

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

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

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

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of the Condominium or any Unit.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.
- E. Outstanding assessments unpaid with respect to the Unit on which the Institutional Mortgagee holds a mortgage.
- F. Notice of Association meetings.

SECTION 21. AMENDMENT OF DECLARATION.

21.1 Proposal. Amendments to this Declaration may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least thirty percent (30%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

21.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certification that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Declaration shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text."

21.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving, and a majority of the voting interests of the entire membership of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 21.1 above, then the concurrence of the Board of Directors shall not be required.

21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. A true and correct copy of any amendment shall be mailed by certified mail to the holders of all Approved Mortgages not later than 30 days prior to the date of recordation of same.

21.5 Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary:

- A. No amendment to this Declaration of Condominium shall be made which shall materially impair or prejudice the rights, priorities or security of the holder of any Approved Mortgage unless the two institutions holding the highest number of Approved Mortgages which are liens upon Units in the Condominium on the date sixty (60) days prior to the date that such amendment is adopted by the Owners, shall consent in writing to such amendment.
- B. No amendment shall change a Unit's proportionate share of the common expenses or common surplus, nor the voting rights or any other appurtenance to any Unit, unless the vote and approvals required by F.S. 718.110(4) are obtained.

SECTION 22. MISCELLANEOUS PROVISIONS.

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

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

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

22.3 Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and

for such purpose measuring lives shall be that of the (original) incorporators of the Association.

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

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

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

22.7 Covenant Running with the Land. All provisions of the Declaration and its Exhibits and Rules and Regulations shall, to the extent applicable be perpetual and be construed to be covenants running with the Properties in the Condominium, and all of the provisions of the Condominium Documents and Rules and Regulations shall be binding upon and enure to the benefit of the Owners, Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all residents, occupants, Guests and invitees to the Properties.

SECTION 23. AGE RESTRICTIONS.

23.1 Minimum Age Restriction. No Unit shall be occupied by any person under eighteen (18) years of age, except for visitation not to exceed, per under aged person, thirty (30) days in any calendar year, and provided that such persons occupy the Unit simultaneously with a responsible adult and are registered with the Association.

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

- A. No occupancy of an Apartment Unit shall be permitted unless at least one Occupant thereof is a person fifty-five (55) years of age or older. This provision applies to all Apartment Units in the Condominium, irrespective of the number of Apartment Units occupied by persons 55 years of age or older. See Section 23.3 below for exceptions.
- B. The Association must publish and adhere to policies and procedures which demonstrate an intent to provide housing for persons fifty-five (55) years of age or older, as contemplated in the fair housing laws.
- C. All Owners and Occupants shall deliver to the Association, upon request, documentation demonstrating proof of age as referred to in the administrative rules adopted by HUD, as amended from time to time, along with a fully completed and signed proof of age form prepared and provided by the Association.

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

- A. Occupancy by a surviving spouse, or a surviving non-spouse companion provided that the residence of the surviving companion is the same as that of the deceased at the time of death.
- B. Occupancy by any person who obtains ownership of an Apartment Unit by virtue of any Owner's death.
- C. Occupancy by a caregiver and/or professional medical personnel providing care to and based on the medical needs of permitted Occupant(s).
- D. Occupancy by an Owner's or lessee's family members where necessary for the medical needs of the Owner or lessee.
- E. Occupancy by any lessee in the Apartment Unit on the Effective Date of this Declaration, including any renewals of leases in the same Unit with the same lessees.

- F. If at least eighty percent (80%) of the Apartment Units are occupied by at least one person fifty-five (55) years or older, then an occupancy under an approved transfer of title or lease shall be permitted as compliant with Section 23.2 above.

SECTION 24. INDEMNIFICATION.

24.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 24 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his/her action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

24.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 24.

SECTION 25. EFFECTIVE DATES. The Effective Date of the provisions of this Amended and Restated Declaration with Exhibits, including Articles of Incorporation and By-Laws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and By-Laws, is recorded in the Public Records of the County. Provided however, that to the extent that any provision in this Declaration contains a use restriction which is in effect the same or similar to that contained in the Original Declaration or any amendment to the Original Declaration, then the Effective Date of such use restriction is the date of recording of the Original Declaration or amendment, as applicable. Further provided however, that if an earlier Effective Date is referenced in this Declaration, then that earlier date shall control as the Effective Date. Finally, an easement created by any Original Declaration which is stated in this Declaration shall have as an Effective Date, the date of recording of the Original Declaration.

(Remainder of page left intentionally blank)

**CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

THE UNDERSIGNED, being the duly elected and acting president of The Royale Riviera Association, Inc. hereby certifies that the foregoing was approved by not less than a majority of the entire membership of the Board of Directors, obtained at a meeting held on MARCH 1, 2010, with quorum present; and was approved by not less than a majority of the voting interests of all members of the Association, obtained at a meeting of the members held on APRIL 5, 2010, called for the purpose, with quorum present.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its president on the 7th day of April, 2010.

WITNESSES:

THE ROYALE RIVIERA
ASSOCIATION, INC.

Sign [Signature]
Print DOUGLAS R. KENWEL

BY: Sign [Signature]
PRESIDENT

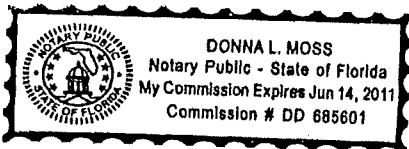
Sign [Signature]
Print BURTRAM W. ANDERSON
SEAL

Print ALYCE SPINDSA
Current Address 935 E Camino
Vero Beach, FL 32963

STATE OF FLORIDA)
) ss.
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that on this 7 day of April, 2010, before me personally appeared Alyce Spindsa, President of THE ROYALE RIVIERA ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced FLDL (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as their free act and deed 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 Vero Beach in the County of Indian River, State of Florida, the day and year last aforesaid.



NOTARY PUBLIC:
Sign: [Signature]
Print: DONNA L MOSS

WITNESSES:

Sign Burtram W. Anderson
 Print BURTRAM W. ANDERSON

Sign Helen B. Withrow
 Print HELEN B. WITHROW
 SEAL

THE ROYALE RIVIERA ASSOCIATION, INC.

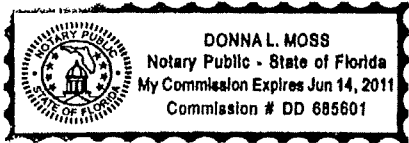
BY: Sign Douglas A. Kenwell
 VICE-PRESIDENT

Print DOUGLAS A. KENWELL
 Current Address 935 East Conroyway
Apt 307, Vero Beach, Florida

STATE OF FLORIDA)
) ss.
 COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that on this 7 day of April, 2010, before me personally appeared Douglas Kenwell, Vice-President of THE ROYALE RIVIERA ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced FL DL (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as their free act and deed 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 Vero Beach in the County of Indian River, State of Florida, the day and year last aforesaid.



NOTARY PUBLIC:

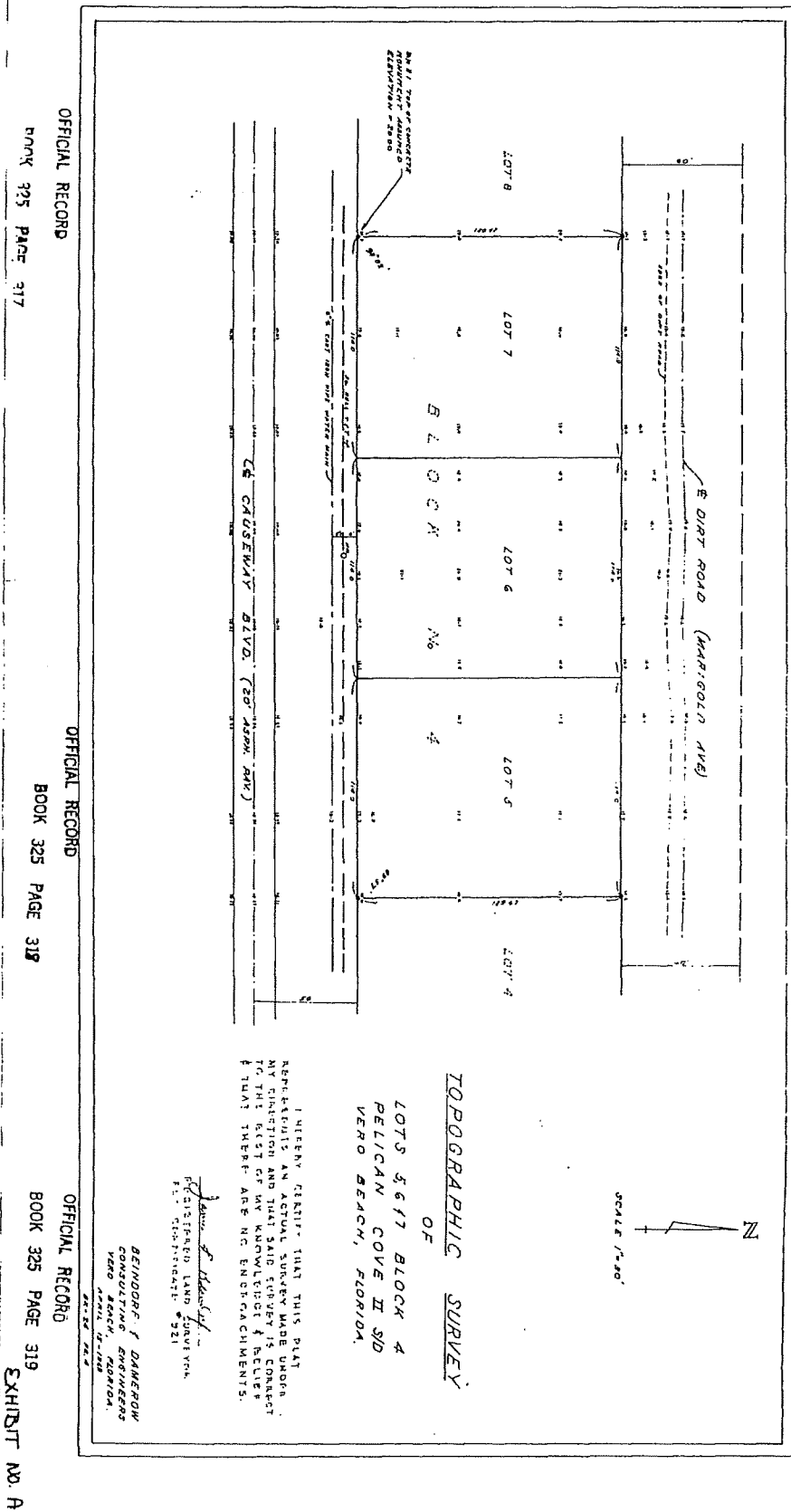
Sign: Donna L Moss
 Print: DONNA L MOSS

EXHIBIT "A"

Legal Description of Condominium Property

Lots 5, 6 and 7, of Block 4, PELICAN COVE NO. 2, a Subdivision, according to the plat thereof filed in the office of the Clerk of the Court of Indian River County, Florida, in Plat Book 3, at page 79, together with THE ROYALE RIVIERA, a Condominium, located thereon.

Exhibit "B"



OFFICIAL RECORD

BOOK 325 PAGE 317

OFFICIAL RECORD

BOOK 325 PAGE 318

OFFICIAL RECORD

BOOK 325 PAGE 319

EXHIBIT NO. A

OFFICIAL RECORD
BOOK 325 PAGE 320

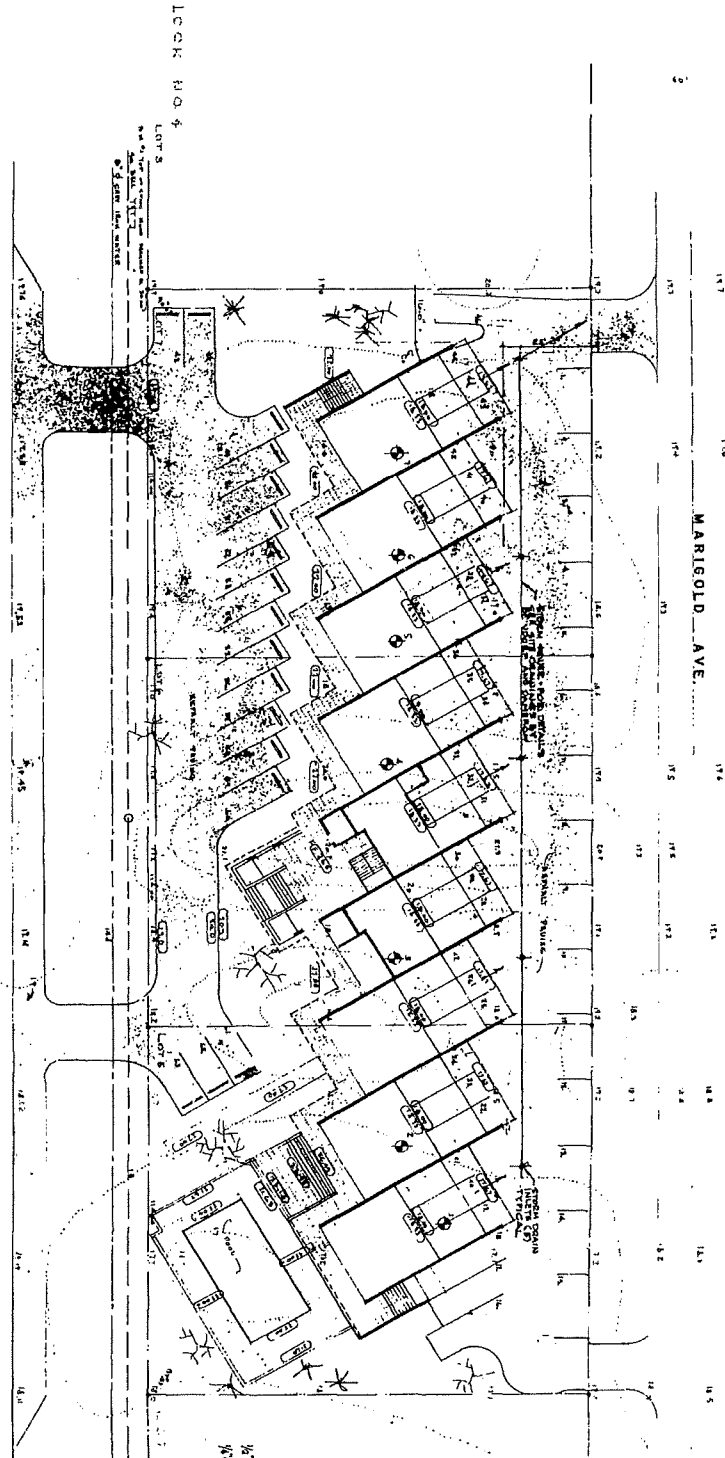
OFFICIAL RECORD
BOOK 325 PAGE 321

OFFICIAL RECORD
BOOK 325 PAGE 322

EXHIBIT NO. 41

CAUSEWAY BLYD

OCEAN BEACH



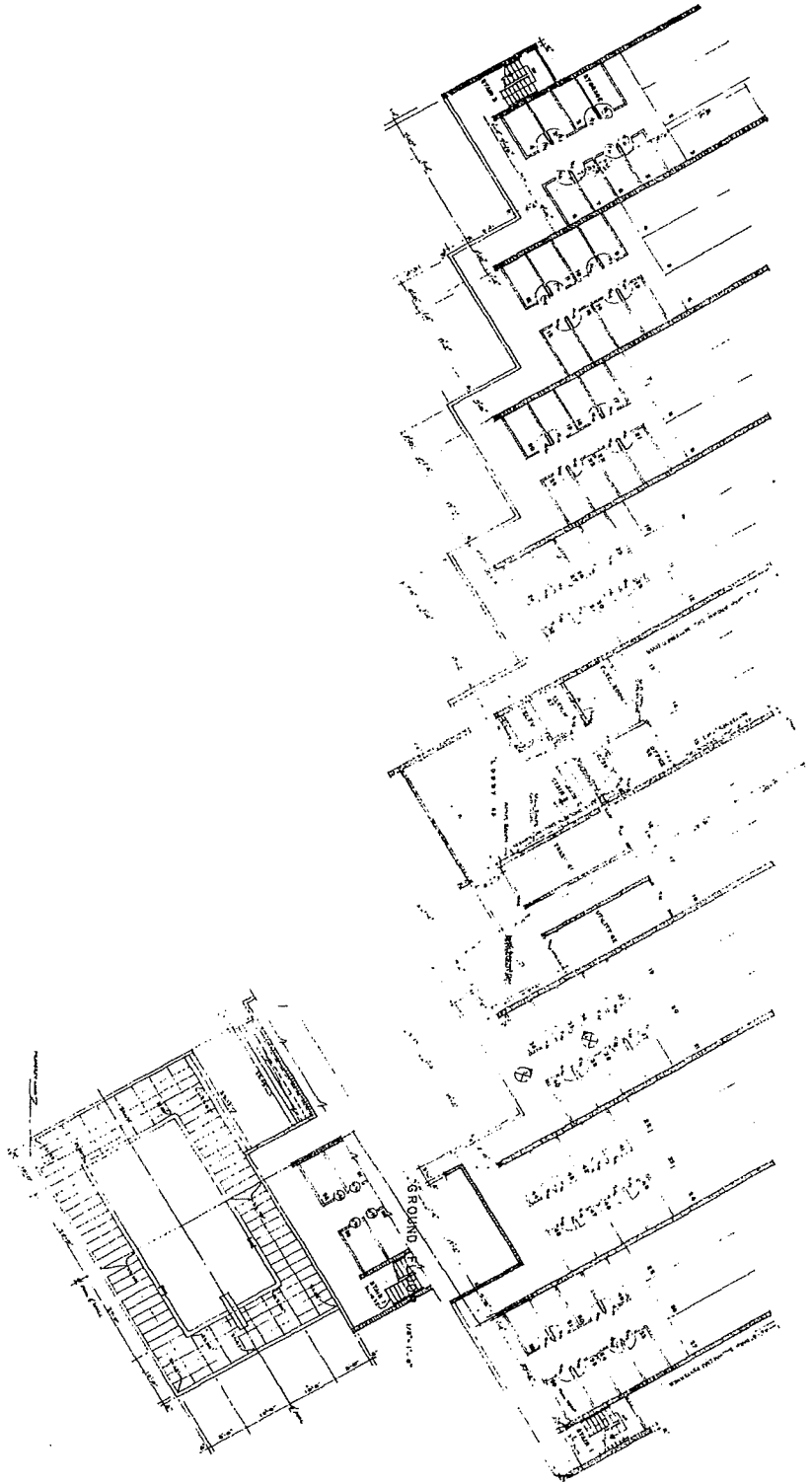
02

OFFICIAL RECORD BOOK 325 PAGE 323

OFFICIAL RECORD BOOK 325 PAGE 324

TOOL & DECK OFFICIAL RECORD

BOOK 325 PAGE 325
EXHIBIT NO. A-2

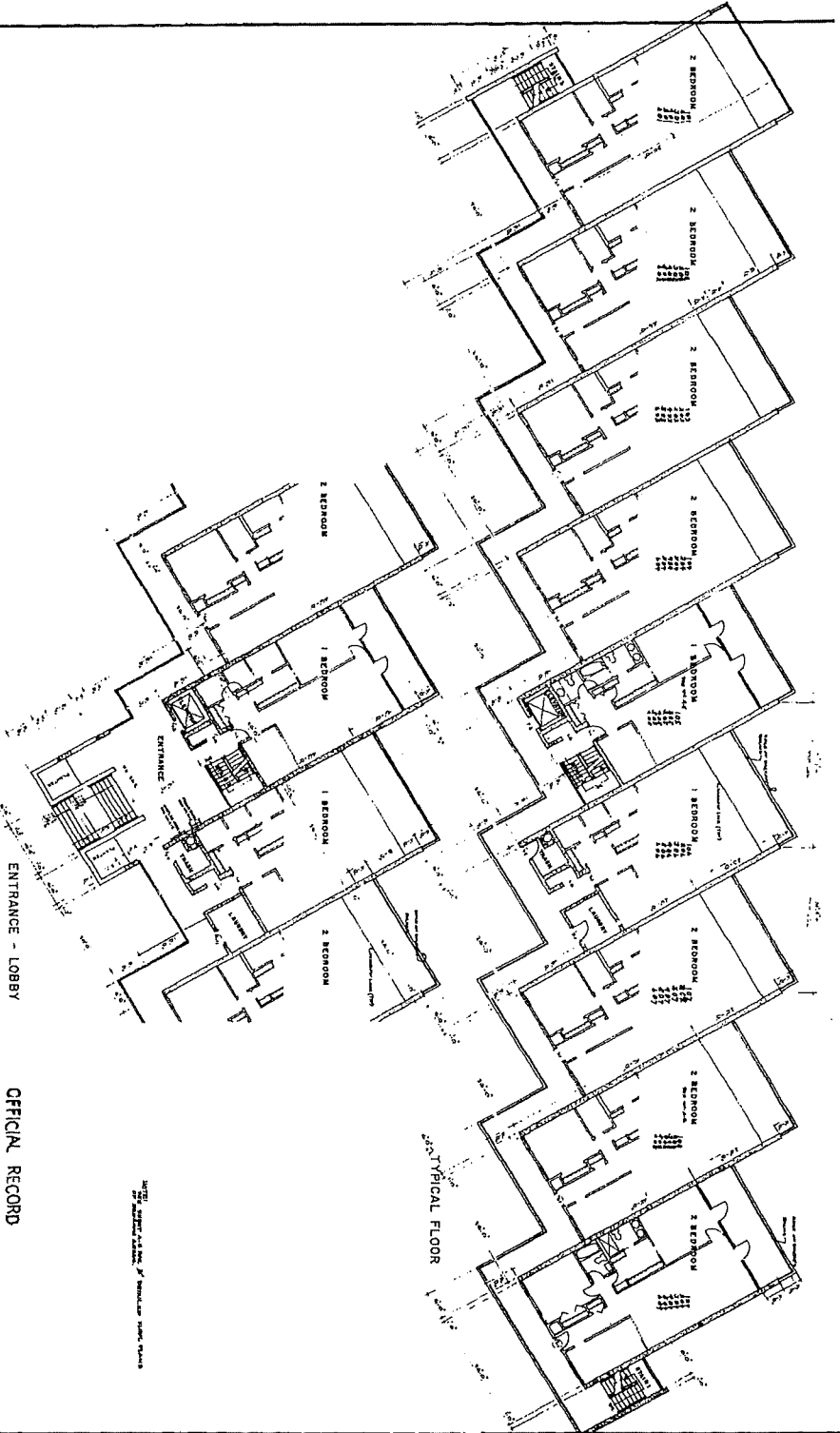


OFFICIAL RECORD BOOK 323 PAGE 326

OFFICIAL RECORD BOOK 325 PAGE 327

OFFICIAL RECORD BOOK 325 PAGE 328

EXHIBIT No. A-3

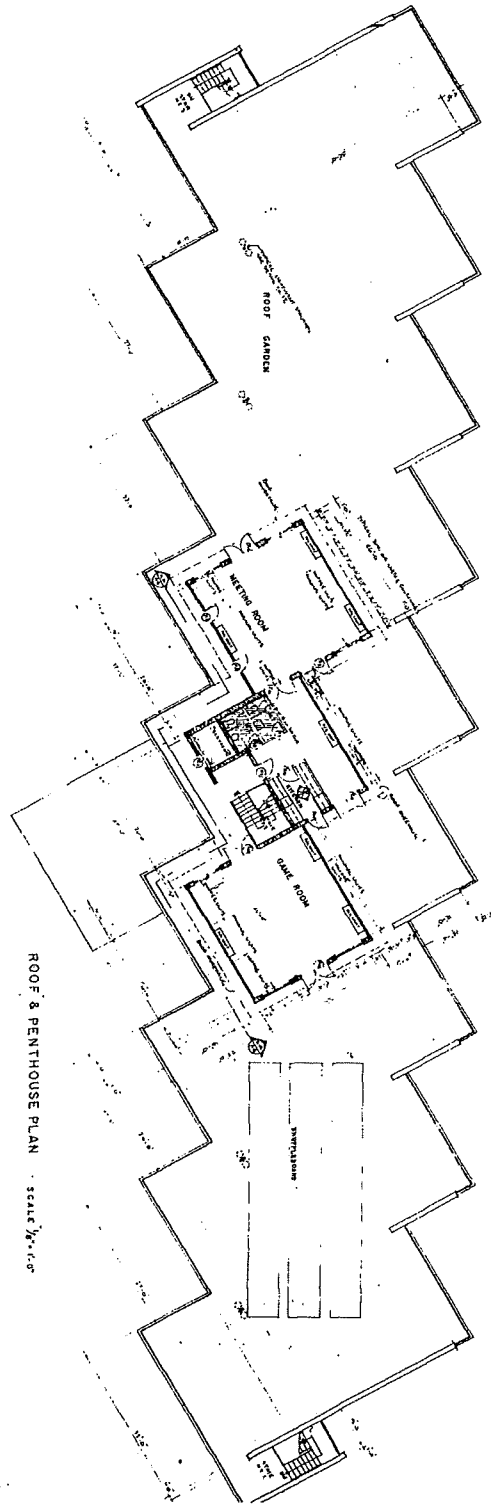


OFFICIAL RECORD BOOK 325 PAGE 329

OFFICIAL RECORD BOOK 325 PAGE 330

OFFICIAL RECORD BOOK 325 PAGE 331

EXHIBIT NO. A-4



ROOF & PENTHOUSE PLAN SCALE 1/8\"/>

OFFICIAL RECORD

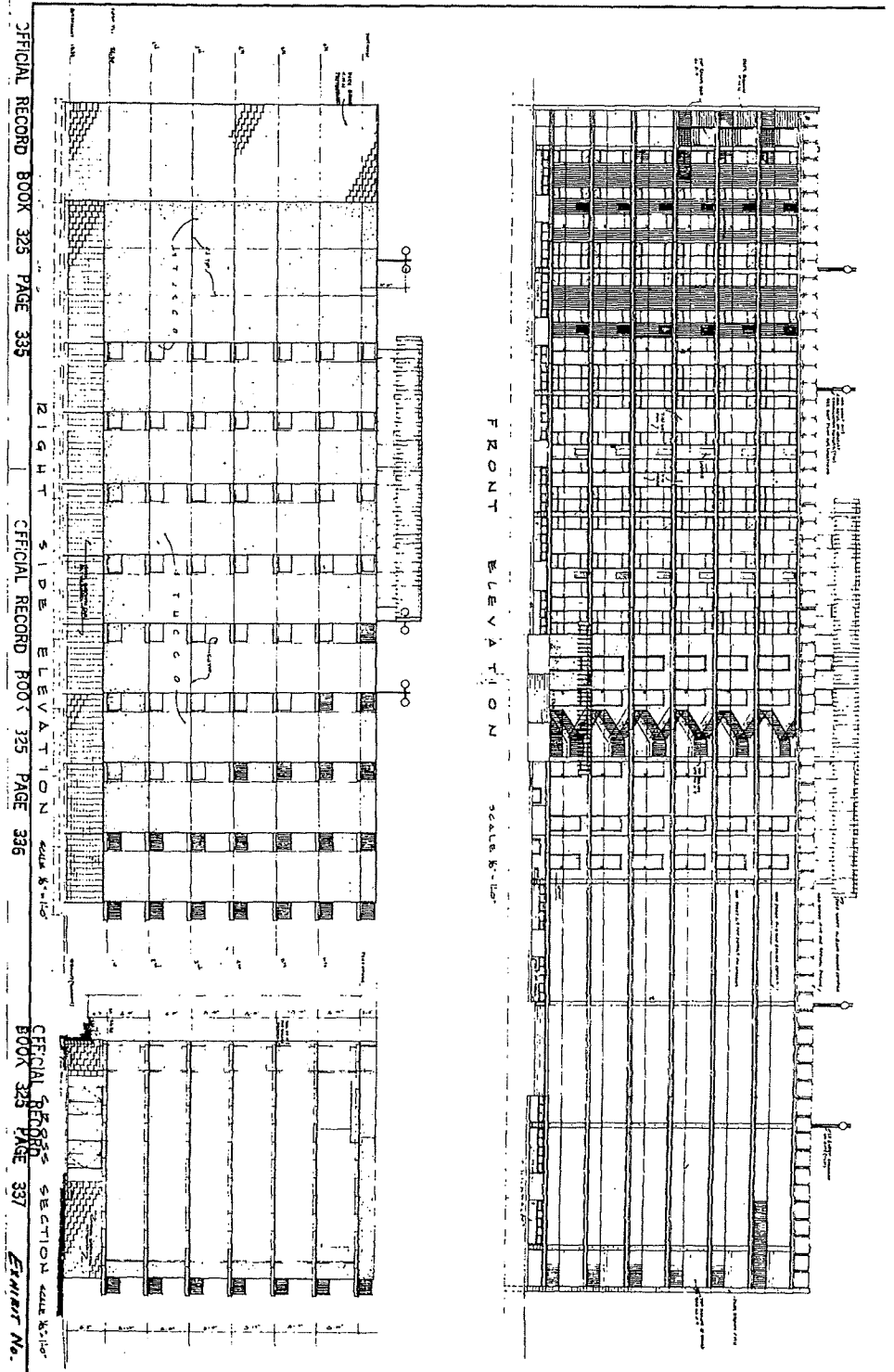
OFFICIAL RECORD BOOK 325 PAGE 332

OFFICIAL RECORD BOOK 325 PAGE 333

OFFICIAL RECORD BOOK 325 PAGE 334 EXHIBIT NO. A-5

TYPICAL ONE BEDROOM

TYPICAL TWO BEDROOM



A-6

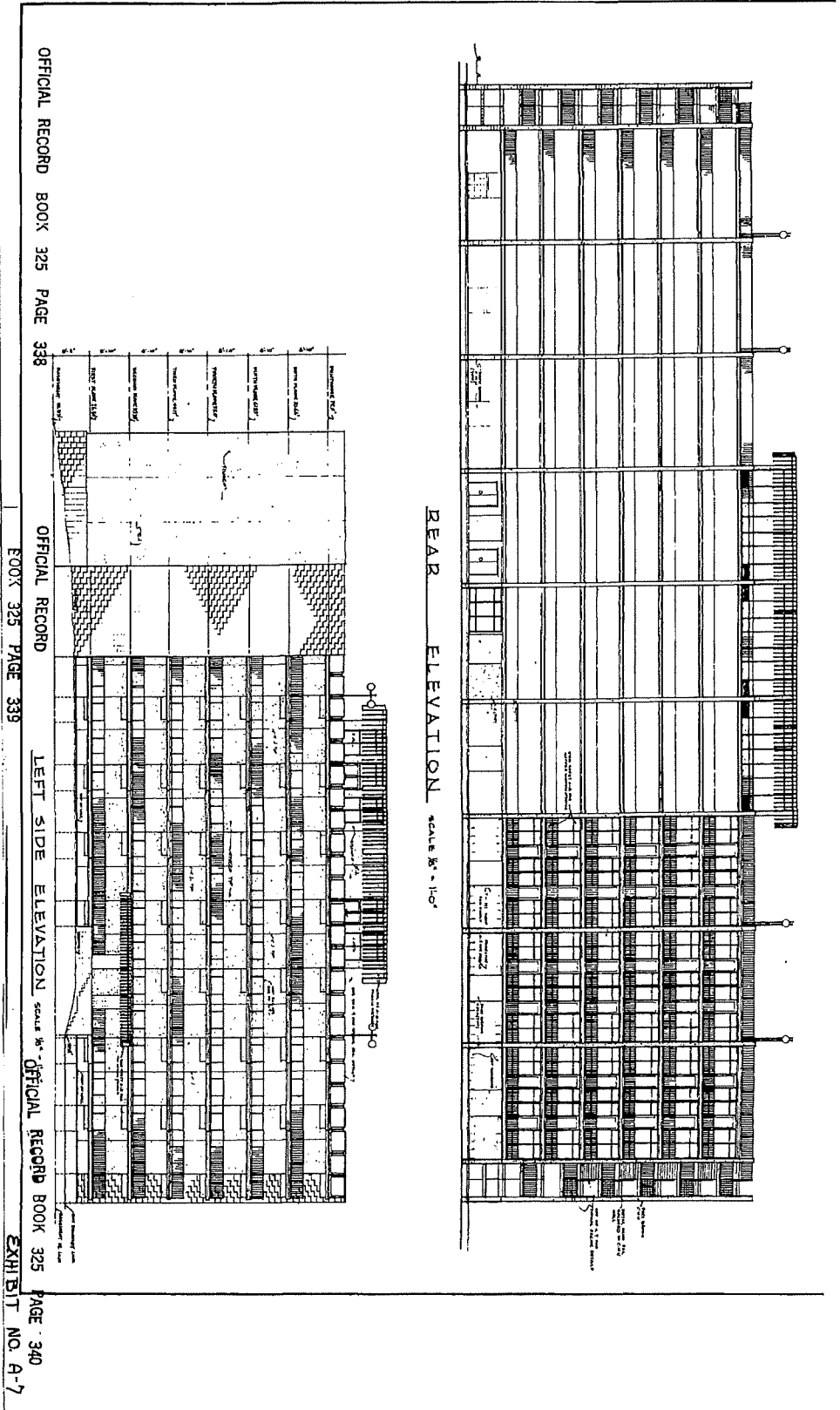


EXHIBIT "C"

Units - Undivided Share in Common
Elements and Common Surplus

An undivided .0165 share to Apartment No. 101
An undivided .0161 share to Apartment No. 102
An undivided .0161 share to Apartment No. 103
An undivided .0161 share to Apartment No. 104
An undivided .0133 share to Apartment No. 105
An undivided .0133 share to Apartment No. 106
An undivided .0161 share to Apartment No. 107
An undivided .0161 share to Apartment No. 108
An undivided .0165 share to Apartment No. 109
An undivided .0173 share to Apartment No. 201
An undivided .0169 share to Apartment No. 202
An undivided .0169 share to Apartment No. 203
An undivided .0169 share to Apartment No. 204
An undivided .0139 share to Apartment No. 205
An undivided .0139 share to Apartment No. 206
An undivided .0169 share to Apartment No. 207
An undivided .0169 share to Apartment No. 208
An undivided .0173 share to Apartment No. 209
An undivided .0181 share to Apartment No. 301
An undivided .0177 share to Apartment No. 302
An undivided .0177 share to Apartment No. 303
An undivided .0177 share to Apartment No. 304
An undivided .0147 share to Apartment No. 305
An undivided .0147 share to Apartment No. 306
An undivided .0177 share to Apartment No. 307
An undivided .0177 share to Apartment No. 308
An undivided .0181 share to Apartment No. 309
An undivided .0191 share to Apartment No. 401
An undivided .0187 share to Apartment No. 402

Exhibit "D"

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE ROYALE RIVIERA ASSOCIATION, INC.

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of The Royale Riviera Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on August 27, 1969, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of The Royale Riviera Association, Inc. shall henceforth be as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation is The Royale Riviera Association, Inc., and its mailing address is 935 East Causeway Boulevard, Vero Beach, Florida 32963

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Amended and Restated Declaration of Condominium, as the "Declaration"; these Amended and Restated Articles of Incorporation as the "Articles"; and the Amended and Restated By-Laws of the Association as the "By-Laws". All other definitions contained in the Amended and Restated Declaration are incorporated by reference into these Articles.

THIS INSTRUMENT PREPARED BY:
JAY STEVEN LEVINE LAW GROUP
3300 PGA Boulevard, Suite 570
Palm Beach Gardens, Florida 33410
(561) 627-3585

SECRETARY OF STATE
PALM BEACH, FLORIDA
10 APR 12 PM 3:19
411013

ARTICLE III

PURPOSE AND POWERS

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the condominium and corporate statutes for the operation of The Royale Riviera, A Condominium located in Indian River County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer.

Section 3.2 Powers and Duties.

- A. General. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or the Condominium Act and corporate act and such powers as limited or modified by the provisions of Section 3.2.C below. The powers of the Association shall also be as set forth in the Declaration and By-Laws, which shall include the promulgation of rules and regulations with respect to the property in the Condominium, the Units included, and Association property. Section 4 of the By-Laws is specifically incorporated herein.
- B. Powers. The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:
1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Condominium and the Association, and to use the funds in the exercise of its powers and duties.
 2. To protect, maintain, repair, replace and operate the property in the Condominium pursuant to the Condominium Documents.
 3. To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.
 4. To make improvements of the property in the Condominium, subject to any limitations contained in the Declaration.
 5. To reconstruct improvements after casualty.

6. To make, amend, and enforce reasonable rules and regulations governing the use of the Condominium and Association property, inclusive of the Units, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.
 7. To contract for the management and maintenance of the Condominium, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.
 8. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium and Association property.
- C. Limitation on Corporate Powers. The following limitations on the following powers of the Association as set forth in the corporate statute, shall apply:
1. No Directors, officers or committee members shall receive compensation for their services as Directors, officers and committee members. The foregoing shall not preclude Directors, officers and committee members from being (and who shall be) reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
 2. All funds and the title to all property acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles, and the By-Laws.
 3. The Association shall not have the power to purchase a Unit in the Condominium except at sales in foreclosure of liens for assessments, for common expenses, except as provided in the Declaration of Condominium, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without the unanimous approval of the members and the joinder of all record owners of mortgages upon the Condominium.

All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

D. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.
2. The Association shall prepare a Question and Answer Sheet and shall update it at least annually if and as required by the Condominium Act and Administrative Rules as amended from time to time.
3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all amendments to the foregoing, as well as the Question and Answer Sheet referred to above, and the most recent year-end financial report, on the Condominium or Association property, to ensure their availability to Owners. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.
4. The Association shall ensure that the following contracts shall be in writing:
 - (a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.
 - (b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountants services, and any other service contracts exempted from the foregoing requirement by the Condominium Act or Administrative Rules as amended from time to time.
5. The Association shall obtain competitive bids for materials, equipment and services where required by the Condominium Act and Administrative Rules as amended from time to time. This provision shall not require the Association to accept the lowest bid.
6. The Association shall obtain and maintain fidelity bonding as required by the Condominium Act and Administrative Rules.

- 7. The Association shall keep a roster of Owners and their addresses and mortgagees and their addresses based on information supplied in writing by the Owners from time to time to the Association.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be as provided in Section 2.1 of the By-Laws.

Section 4.2. Voting. The Owners of each Apartment Unit, collectively, shall be entitled to that vote as set forth in the By-Laws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the By-Laws. Voting rights are not appurtenant to Covered Parking Facilities.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 718 and 617, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

- A. approval by Owners, when such approval is specifically required in the Law or Condominium Documents; and/or
- B. action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VI

OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors, and are subject to removal as provided for in Section 5.1 of the By-Laws.

ARTICLE VII

BY-LAWS

The Amended and Restated By-Laws of the Association are as approved by the membership of the Association, and may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

ARTICLE VIII

AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

Section 8.1. Proposal. Amendments to these Articles may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least thirty percent (30%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

Section 8.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the members' meeting of which a proposed amendment is considered by the Owners members.

Section 8.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision in these Articles, these Articles may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving and a majority of the voting interests of all members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 8.1 above, then the concurrence of the Board of Directors shall not be required.

Section 8.4. Recording and Effective Date. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy bearing the filing stamp of the Department of State shall be recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded. The Certificate shall be executed by any officer with the formalities required for the recording of a deed. The amendment shall be effective upon recording in the public records of the County. Exception. As to any amendment to Article X of these Articles, this Section 8 shall not apply.

Section 8.5. Provisos. Notwithstanding any provision contained in these Articles to the contrary:

- A. An amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Article X of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.

ARTICLE IX

TERM

The term of the Association shall be perpetual.

ARTICLE X

REGISTERED AGENT AND REGISTERED OFFICE

Prior to the filing of these Amended and Restated Articles, the Registered Agent for the Association is Alyce Spinosa and the Registered Office of the Registered Agent is 935 E. Causeway Boulevard, Apt. 602, Vero Beach, Florida 32963. The Registered Agent and Registered Office for the Association remain unchanged.

EXHIBIT "E"

NOTE: SUBSTANTIAL REWORDING OF ENTIRE BY-LAWS. SEE ENTIRE ORIGINAL BY-LAWS FOR PRESENT TEXT.

AMENDED AND RESTATED BY-LAWS**OF****THE ROYALE RIVIERA ASSOCIATION, INC.**

(A Corporation not-for-profit under the laws of the State of Florida)

SECTION 1 GENERAL. These are the Amended and Restated By-Laws of The Royale Riviera Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 **Definitions.** The definitions set forth in the Amended and Restated Declaration of Condominium of The Royale Riviera, A Condominium, and in the Amended and Restated Articles of Incorporation or if applicable, the original Articles of Incorporation, shall apply to terms used in these Amended and Restated By-Laws.

SECTION 2 MEMBERSHIP AND VOTING RIGHTS.

2.1 **Qualifications.** The members of the Association shall be all record Owners of Units in the Condominium, subject to the provisions of Section 14.1.B of the Declaration.

2.2 **Change in Membership.** A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests; Votes. Each member of the Association is entitled to one (1) vote for each Apartment Unit owned by him/her. The total number of possible votes (the "voting interests") shall equal the total number of Apartment Units. If an Apartment Unit is owned by one natural person, his/her right to vote shall be established by a record title to the Apartment Unit. If an Apartment Unit is owned jointly by two or more natural persons, that Apartment Unit's vote may be cast by any one of the record Owners. Votes shall be cast for Apartment Units owned under a trust arrangement, may be cast by any trustee. Votes shall be cast for Apartment Units owned by an estate in probate, by any personal representative of the estate. Votes cast for Apartment Units owned by a corporation shall be cast by any officer of the corporation; and Apartment Units owned by a business named partnership shall be cast by any partner. If two or more Owners of an Apartment Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted. Votes shall be cast in person or by proxy, except that proxies may not be used in connection with the election of Directors.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Apartment Unit if in an Association meeting, unless the joinder of record owners is specifically required.

SECTION 3 MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County in the month of March of each year, at a day, place and time designated by the Board of Directors.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by at least one third (1/3) of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

- A. The calling of a special meeting for recall of Directors is governed by Section 4.4.B below and by applicable Administrative Rules, and not by the provisions of this Section 3.3.
- B. The calling of a meeting pursuant to F.S. 718.112(2)(e) requires only the application of 10% of the voting interests of the Members.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

- A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or
- B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:
 - 1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
 - 2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings.

- A. Election Meeting. Notice of the election meeting shall be as provided for in Section 4.2 below.
- B. Annual and Special Meetings. Notice of all annual and special members' meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail or by e-mail or facsimile if consented to in writing by the Member concerned, to each Member at his address as it appears on the books of the Association. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting except that the maximum notice for the annual meeting where there is an election to the Board, is thirty-four (34) days. The notice must also state the intended agenda for the meeting.
1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium or Association property at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership.

3.6 Waiver of Notice. A member's attendance at a meeting, either in person or by proxy:

- A. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
- B. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.
- B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his/her agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.
- C. The Association shall make the members' list available at the meeting, and any member or his/her agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his/her agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.
- F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful

adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy. Notwithstanding the foregoing to the contrary, except as otherwise permitted by the applicable Administrative Rules as to filling of vacancies by the membership after recall, no proxies may be used for the election of Directors. Limited proxies must be used where required by the Condominium Act. All requirements of F.S. 718.112(2)(b)(2) shall be followed.

3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
 - 1. The member is an entity and the name signed purports to be that of an officer or agent of the entity;

2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;
 4. The name signed purports to be that of a pledge, beneficial owner, or attorney-in-fact of the member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment; or
 5. Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.
- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.
- D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if approval is received from not less than a majority of those voting interests present in person and by proxy at the meetings, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that a majority of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable Administrative Rules and written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape record at any Members' meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.11 Quorum; Election Ballot Return.

- A. Annual and Special Members' Meetings. The quorum for the annual and special members' meetings shall be a majority of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.
- B. Election Meeting. Not less than twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election, even though there might not be a quorum at the annual meeting.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at members meetings shall be substantially as follows:

- A. Call to order by the president (or other officer in the absence of the president)
- B. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting
- C. Appointment of a parliamentarian, if so desired by the membership at the meeting.
- D. Call of the roll or certification of quorum
- E. Proof of notice of meeting or waiver of notice
- F. Minutes of last members meeting - read or waive reading
- G. Reports of officers
- H. Reports of Committees
- I. Election of Directors (where appropriate)
- J. Unfinished business
- K. New business
- L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

SECTION 4 BOARD OF DIRECTORS; COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Term of Service: Qualifications.

- A. Number. The number of Directors which shall constitute the whole Board of Directors shall be five (5) persons.
- B. Term. Directors shall be elected to serve for a one (1) year term, and shall serve until the end of the members' meeting at which his or her successor is duly elected, unless he or she sooner dies, resigns or is recalled.
- C. Qualifications. Co- owners of a Unit shall not be eligible to serve on the Board of Directors at the same time. To the extent provided by the Condominium Act, as amended from time to time, a person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted in another jurisdiction that would be considered a felony if committed in this state is not eligible for Board membership unless such felon's civil rights have been restored for a period of not less than five (5) years as of the date on which such person seeks election to the Board.

4.2 Election of Directors. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date along with the candidate certification required by F.S. 718.112(2)(d)(3). Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 ½ inches by 11 inches. The candidate's information sheet, if any, and the executed certification from the candidate must be received by the Association by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Association shall provide that notice to all Members required by Section 3.5.B above, reminding them of the date, time and place of the election meeting, together with

a ballot listing all eligible candidates and any information sheets and the signed certificate form referenced above, received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules. A newly elected Director shall take office immediately upon the adjournment of the election meeting, provided that the ballot return in Section 3.11.B above is achieved, and notwithstanding that there may not be a quorum for the annual meeting.

A. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

1. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.
2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.
3. In the event that there are an insufficient number of candidates during a particular year to fill all vacancies such that there are fewer than the then required number of Directors on the Board, the shortage in the number of Directors shall be considered a vacancy on the Board, which may be filled by the Directors pursuant to Section 4.5.A below.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

- A. By Written Agreement. If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- C. Re-election. Any Director recalled shall not be eligible for re-election until the next regular election meeting.
- D. Assessment Delinquency. Any Director or Officer more than ninety (90) days delinquent in the payment of any installment of the annual assessment shall be deemed to have abandoned the office, creating a vacancy, which shall occur without the need for a recall as provided for above.
- E. Director and Officer Offenses. A Director or Officer charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy. The foregoing shall occur without the need for a recall as provided for above. While such

Director or Officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or Officer. However, should the charges be resolved without a finding of guilt, the Director or Officer shall be reinstated for the remainder of his or her term of office, if any, and the Director or Officer who was appointed to fill the vacancy shall be deemed removed and the Director or Officer whose charges were resolved without a finding of guilt shall resume office for the balance of the term, if any.

4.5 Vacancies on the Board.

A. A Vacancy Other than in Connection with Recall. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4.A or 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his/her predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

B. Vacancy In Connection with Recall.

1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, for such term as mandated by applicable law as amended from time to time.
2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules, for such term as mandated by applicable law as amended from time to time.
3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.

4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election, shall be as set forth in applicable Administrative Rules.

4.6 Meetings of the Board of Directors.

- A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
- B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.
- C. Special Meetings. Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.
- D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.
- E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings; Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Director, personally or by mail, telephone, or telegraph, facsimile, or e-mail, and shall be transmitted three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.
- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.
- C. Notice to Members.
1. Posting. Notices of all Board meetings shall be posted conspicuously on the Condominium or Association property at least forty-eight (48) continuous hours in advance, except in an emergency, except that Board meetings referenced in Section 4.7.C.2 below shall be posted at least fourteen (14) days prior to the Board meeting.
 2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be proposed, discussed or approved shall be mailed or delivered to the Members and posted conspicuously on the Condominium or Association property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time

to time, and filed among the official records of the Association. Alternatively, notice of Board meetings may be given by e-mail or facsimile if consented to in writing by the Owner concerned.

3. Notice of any meeting in which regular (annual) or special assessments against Owners are to be considered shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessment.

D. Agenda. The notice of any Board meeting shall identify all agenda items. Notice of any meeting at which assessments are considered for any reason shall contain a statement that assessments will be considered and the nature of any such assessments. Furthermore, if 20% of the voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after receipt of the petition, place the item on the agenda.

4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors then serving.
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.
- C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:

1. He or she objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
 2. He or she votes against or abstains from such action. Notwithstanding the foregoing to the contrary, a Director who abstains from voting on any action taken or any corporate matter shall be presumed to have taken no position with regard to the action.
- D. Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rules as amended from time to time. Such vote must be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

4.9 Members Participation at Board Meetings. Meetings of the Board of Directors shall be open to all Members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Members' statements. Any Member may tape record or videotape meetings of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Member may videotape or tape record at any Board meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the president of the Association, or in his absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

4.14 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously on the Condominium property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the

Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.15 Committees. The notice, conduct and participation in voting, and keeping and maintenance of minutes of Committees as defined by the Condominium Act as amended from time to time, shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time. Meetings of Committees which do not take final action on behalf of the Board or do not make recommendations to the Board regarding the annual budget are exempt from compliance with F.S.718.112(2)(c).

SECTION 5 OFFICERS

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a president, a vice-president, a treasurer and a secretary, all of whom shall be elected annually by a majority vote of the entire Board then serving. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He or she shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some

other officer or agent of the Association. He or she shall appoint committees, except that only the Board can appoint an executive committee.

5.3 Vice-Presidents. The vice-presidents, in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the president to effect a particular duty under question, incident to the office of the president.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and Executive Committee when required. He or she shall maintain an accurate and up-to-date roster of Owners and their addresses. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

5.5 Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He/she shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He/she shall oversee disbursement of the funds of the Association, making 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 Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its officers, the responsibility for preparing minutes of Directors' and members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the secretary.

SECTION 6 COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Director, officers nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

SECTION 7 FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget.

- A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run from January 1st through December 31st of each year, unless the Board votes otherwise, no later than November 30th of the year preceding the budget year. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(21)(c), only if applicable, as more fully set forth in the Condominium Act and Administrative Rules as amended from time to time. The failure of the Association to adopt a budget prior to the commencement of the new budget year shall not invalidate the budget or the annual assessments due pursuant to the untimely adopted budget. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.
- B. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests received by the Board within twenty-

one (21) days after the adoption of the annual budget, shall call a special meeting of the Owners within sixty (60) days after adoption of the annual budget, upon not less than fourteen (14) days prior notice to the Owners. At the special meeting, the Owners shall consider and enact a budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum is not attained at the special meeting or a substitute budget is not adopted by the Owners at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the property in the Condominium, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Properties shall be excluded from the computation.

7.2 Reserves.

- A. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance and shall list the information as required by the Condominium Act and applicable Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the remaining estimated useful life and replacement cost of each item, in the manner required by any applicable Administrative Rules as amended from time to time. These reserves shall be fully funded unless a majority of the voting interests of those Members present in person and by proxy at a Members' meeting vote to fund no reserves or less than adequate reserves for a budget year. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other

used on the face of the proxy: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS. The foregoing language shall also be placed on the ballot distributed at the meeting. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in 7.1 above. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by the same vote of voting interests mentioned in the preceding sentence, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such reserves shall be segregated from operating funds of the Association to the extent required by the Condominium Act and Administrative Rules as amended from time to time.

- B. Other Reserves. In addition to the statutory reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid or minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, subject to advice from the Association's accountant as to tax consequences of same. Any reserves which are not to be restricted must be shown in the operating portion of the budget.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in four (4) installments, in advance, due on or before the first day of January, April, July and October of each and every year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next

due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C.2 above shall apply. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. Such purpose shall include any contingent special assessment paid in conjunction with the purchase of an insurance policy authorized by F.S. 718.111(11). In the event that the funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may, at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments.

7.5 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent owner a notice that the right of acceleration has been exercised, which notice may be given as part of the notice of intent to foreclose as required by F.S. 718.116, or may be sent separately.

7.6 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, except that all accounts shall be governmentally insured.

- A. Proviso. Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.7 Financial Reporting. The Board of Directors shall have performed and shall provide such form of accounting as required by applicable provisions of and waivable as provided for, in F.S. 718.111(13), as amended from time to time. The Board of Directors shall mail or hand deliver the form of accounting to each Owner as required by said statute as amended from time to time.

7.8 Fiscal Year. The fiscal year for the Association shall be from January 1st through December 31st, unless otherwise voted by the Board of Directors from time to time.

7.9 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

SECTION 8 SYSTEM OF FINES FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines upon any Owner and Unit as well as upon any agent, visitor, lessee or invitee, for any violations of the Condominium Documents and Rules and Regulations; as amended from time to time; and/or violations of the law; by Owners or the Owners' lessee(s); and/or agent(s), visitor(s), invitee(s), etc. The notice and hearing required under this Section 8 shall not apply to late fees relating to an Owner's nonpayment of assessments or Charges.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his or her Unit) regardless of whether the offending party is in fact the Owner or the Owner's lessee(s), or their agent(s), visitor(s), invitee(s), etc. As such, the Owner is responsible for the actions of the Owner's lessee(s) and agent(s), visitor(s), invitee(s), etc.

8.3 Written Notice Required; Contents. No fine shall be imposed for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been provided with a notice of hearing, indicating the date, time and place for the hearing, which the Owner and any other violator to be fined must receive not less than fourteen (14) days prior to the date of the hearing. As stated in Section 8.4 below, the fine may be levied on a running per day or other periodic basis, treating each day or other period to be a separate violation, so long as the notice of hearing informs the offending party or parties of this fact. The written notice from the Association shall also include a statement as to the provisions of the Condominium

Documents, Rules and Regulations and/or law which are being violated and the names of the violators, if known.

8.4 Level of Fines. A fine for each violation shall be the maximum permitted by the Condominium Act from time to time (which is currently a maximum of \$100.00 per violation). This fine may be levied at such rate per day or time period for each day or other time period that the violation occurs, on a running per day or other periodic basis, treating each day or other period to be a separate violation, so long as the Association's notice of hearing informs the offending party or parties of this fact. The maximum for a total fine shall be the maximum permitted by the Condominium Act from time to time (which is currently \$1,000.00).

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Hearings Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before The Hearings Committee.

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner or other violator in question to appear at the scheduled hearing shall result in the automatic vote by the Hearings Committee that the Owner and/or other violator is in violation, whereupon the fine may be levied without further warning.

The Hearings Committee shall consist of at least three (3) Members appointed by the Board of Directors, all of whom shall be Owners, none of whom shall be Directors and none of whom shall be persons residing in a Board member's household.

8.7 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner and/or other violator of the fine due and owing, with due date for payment. The fine shall be collectible as a Charge under

the Declaration, but at no time shall a lien be filed for a fine, unless permitted by the Condominium Act as amended from time to time.

8.8 Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

SECTION 9 PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

SECTION 10 AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

10.1 Proposal. Amendments to these By-Laws may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least thirty percent (30%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

10.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the

proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See provision _____ for present text."

10.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision in these By-Laws, these By-Laws may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving and by a majority of the voting interests of all members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 10.1 above, then the concurrence of the Board of Directors shall not be required.

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

- 10.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary:
- A. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
 - B. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws must be recorded, and shall become effective as resolved by the Board of Directors. This Section 10.5.B of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as provided in Sections 10.1 through 10.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 10.1 through 10.4 above.

SECTION 11 ARBITRATION. Nonbinding arbitration shall apply to disputes referenced in F.S. 718.1255.

SECTION 12 CERTIFICATE OF COMPLIANCE. A certificate of compliance from a licensed contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

SECTION 13 EMINENT DOMAIN. The Association has the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

SECTION 14 WRITTEN INQUIRIES. When an Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board adopt reasonable rules and regulations regarding the frequency and manner of responding to Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

SECTION 15 INCORPORATION. All provisions of F.S. 718.112(2)(a) through (o) are deemed to be included in these By-Laws.

**CERTIFICATE OF ADOPTION OF THE
AMENDED AND RESTATED BY-LAWS**

THE UNDERSIGNED, being the duly elected and acting President, Vice President, Secretary and Treasurer of THE ROYALE RIVIERA ASSOCIATION, INC., hereby certify that the foregoing was approved by a majority of the entire membership of the Board of Directors on MARCH 1, 2010, at a special board meeting called for the purpose, with quorum present; and was approved by a majority of the voting interests of all the members of the Association accomplished at an Owners' meeting, held on APRIL 5, 2010, called for the purpose, with quorum present.

The foregoing both amend and restate the By-Laws in their entirety.

EXECUTED this 7th day of April, 2010.

THE ROYALE RIVIERA
ASSOCIATION, INC.

BY: Sign Alyce Spinoso
PRESIDENT

Print ALYCE SPINOSA
Current Address 935 E Conroyway
Vero Beach 32963

BY: Sign Douglas A. Kenwell
VICE-PRESIDENT

Print DOUGLAS A. KENWELL
Current Address 935 East Conroyway
apt 307, Vero Beach, Florida

BY: Sign *Helen B. Withrow*
SECRETARY

Print HELEN B. WITHROW
Current Address #407
935 E. CAUSEWAY BLVD
VERO BEACH, FL 32963

BY: Sign *Burtam W. Anderson*
TREASURER

Print BURTRAM W. ANDERSON
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VERO BEACH, FL #507
32963