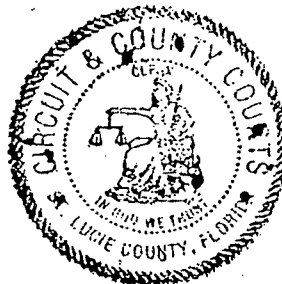


JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 1858846 OR BOOK 1342 PAGE 2797  
Recorded:11/15/00 15:13



*Ret* PREPARED BY/RETURN TO:  
Charles W. Edgar III, Esquire  
Nason, Yeager, Gerson, White & Lioce, P.A.  
1645 Palm Beach Lakes Boulevard  
Suite 1200  
West Palm Beach, Florida 33401

**AMENDMENT TO DECLARATION OF MASTER COVENANTS FOR  
ATLANTIC VIEW BEACH CLUB**

THIS AMENDMENT is made this 15 day of NOVEMBER, 2000 by ATLANTIC VIEW BEACH CLUB, INC., a Florida corporation,

**RECITALS:**

A. Atlantic View Beach Club, Inc. is the "Declarant" of and under the Declaration of Master Covenants for Atlantic View Beach Club recorded in Official Records Book 655, Page 2340 of the Public Records of St. Lucie County, Florida, as amended and supplemented from time to time (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Article VI, Section 6 of the Declaration creates easements in favor of the Community Association over various portions of Atlantic View Beach Club for the purpose of, among others, the installation, operation, maintenance, repair, replacement, alteration and extension of utilities and other systems as the Declarant shall deem appropriate.

*2000* C. Article IV, Section 6 of the Declarations contains a scrivener's error in that the term "Units" logically should be, and was intended to be, "common elements/common areas of Neighborhood Associations".

D. Article IV, Section 5 of the Declarations requires the Community Association and all Neighborhood Associations to comply with all governmental approvals and permits applicable to Atlantic View Beach Club.

E. In accordance with such approvals and permits, Declarant or its affiliates has now substantially completed the construction and installation of the utility and other systems serving Atlantic View Beach Club and/or portions thereof, which systems are of an integrated nature such that they serve not only the Common Areas but also the various properties operated

and administered by the Neighborhood Associations and, in doing so, are located within the various properties administered by the Neighborhood Associations.

F. Accordingly, Declarant now desires to clarify and confirm Article IV, Section 6 of the Declaration so as to ensure the orderly maintenance, operation and use of various utility and other systems as well as to ensure the compliance by the Community Association and all Neighborhood Associations with approvals and permits by which they are bound.

G. Article XV, Section 5 of the Declaration reserves to Declarant the right to amend the Declaration for so long as Declarant or its affiliate holds title to any Unit or Units, which Declarant's affiliate, Seabreeze Development, Inc. presently does.

NOW, THEREFORE, for the foregoing purposes and by virtue of the authority of the Declarant under the Declaration, Article IV, Section 6 of the Declaration is hereby amended as shown on Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date and year first above written.

Witnesses:

ATLANTIC VIEW BEACH CLUB, INC.

*[Handwritten signature]*  
\_\_\_\_\_  
Kindra D. Mason  
*[Handwritten signature]*  
\_\_\_\_\_  
Angelica C. Banks  
Angelica C. Banks

By:

*[Handwritten signature]*  
\_\_\_\_\_  
Leopoldo Henriquez, President

STATE OF FLORIDA )

) SS:

COUNTY OF ST. LUCIE )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2000, by Leopoldo Henriquez the President of Atlantic View Beach Club, Inc., a Florida corporation, on behalf of the corporation,  who is personally known to me OR  who produced \_\_\_\_\_ as identification.

*[Handwritten signature]*  
\_\_\_\_\_

Notary Signature

SHELLY S. CALDWELL

Print Notary Name

NOTARY PUBLIC  
State of Florida at Large



Shelly S. Caldwell  
MY COMMISSION # CC827347 EXPIRES  
May 7, 2003  
BONDED THRU TROY FARM INSURANCE, INC.

My Commission Expires:

EXHIBIT "A"

(Deleted words are lined-through with hyphens; added words are underlined)

Section 6. Utility and Community Systems Easements. The Declarant and its designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Units common elements/common areas administered by Neighborhood Associations for the installation, operation, maintenance, repair, replacement, alteration and extension of Community Systems and such utility and other systems as the Declarant shall deem appropriate to have located within Atlantic View Beach Club.

Without limiting the generality of the foregoing, valid and perpetual easements shall exist, under and through the Common Areas as well as all common elements of condominiums administered by Neighborhood Associations for the installation, operation, maintenance, repair, replacement, alteration and extension of all pipes, lines, conduits, wires, junctions and other installations providing drainage, potable and non-potable water, electrical and telephone service, wastewater transmission and treatment, Community Systems and other utilities and services for the Common Areas and any condominium administered by a Neighborhood Association.

The Community Association shall maintain all of the above-described installations to the extent such maintenance is not performed by a public or private utility or governmental authority, provided that the Community Association shall promptly restore any property disturbed by such maintenance activities to the condition in which it existed prior to the commencement of such activities, but such maintenance shall not include maintaining landscaped areas, paved areas, water bodies or other lands under or upon which any of the aforesaid installations are located.

STATE OF FLORIDA  
ST. LUCIE COUNTY

THIS IS TO CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE  
ORIGINAL.

JOANNE HOLMAN, CLERK

By

*Zelda Peterson*

ate 11-16-00



OR BOOK 1342 PAGE 2799

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County  
File Number: 1737865 OR BOOK 1238 PAGE 2469  
Recorded: 07-26-99 12:07 P.M.

Prepared by and Return to:  
Anthony A. Anderson, Esquire  
Rogers, Towers, Bailey, Jones & Gay, P.A.  
1301 Riverplace Blvd., Suite 1500  
Jacksonville, Florida 32207

### SUPPLEMENTAL DECLARATION TO MASTER COVENANTS FOR ATLANTIC VIEW BEACH CLUB

THIS SUPPLEMENTAL DECLARATION is made this 22 day of July, 1999, by ATLANTIC VIEW BEACH CLUB, INC., a Florida corporation (hereinafter referred to as the "Declarant").

#### RECITALS

- A. The Declarant has previously executed and recorded that certain Declaration of Master Covenants for Atlantic View Beach Club recorded in Official Records Book 655, page 2339, public records of St. Lucie County, Florida (the "Declaration").
- B. Article II, Section 4 of the Declaration permits the Declarant to file a supplemental declaration to the Declaration to resolve any dispute as to what is or is not a Common Area.
- C. Declarant now desires to execute and record this Supplemental Declaration in order to clarify what is included within the definition of Common Areas.

NOW, THEREFORE, the Declarant hereby agrees as follows:

1. Definitions. All capitalized terms used herein shall have meaning ascribed to them in the Declaration unless the context clearly indicates otherwise.

2. Common Areas.

(a) The term Common Areas shall include, without limitation, the following:

- (i) the entrance drive serving the Atlantic View Beach Club project extending in a westerly direction from State Road A1A;
- (ii) all driveways (other than the entrance drive described in (i) above) and parking areas to the extent such driveways and parking areas are not located within the legal description of any declaration of condominium encumbering any portion of the Atlantic View Beach Club project;

OR BOOK 1238 PAGE 2470


- (iii) all drainage ponds, dry retention areas and other drainage facilities located within the Atlantic View Beach Club project;
- (iv) all dune walkovers, dune crossings and fishing piers now or hereafter constructed within the Atlantic View Beach Club project; and
- (v) all recreational amenities including, without limitation, tennis courts, shuffleboard courts, badminton courts, swimming pools and tennis gazebos to the extent such amenities are not located within the legal description of any declaration of condominium encumbering any portion of the Atlantic View Beach Club project;

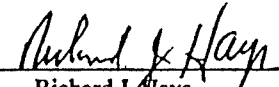
(b) Declarant acknowledges that there was no "Exhibit B-2" attached to the Declaration, and that as of the date hereof no areas have been designated as an Area of Common Responsibility.

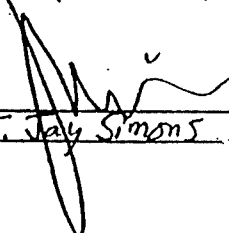
(c) Declarant acknowledges as of the date hereof the only Neighborhood Associations established within the Atlantic View Beach Club project are the condominium associations created under the various declarations of condominium encumbering portions of the Atlantic View Beach Club project.

3. Except as expressly modified or supplemented herein, the Declaration shall continue in full force and effect in accordance with its terms.

ATLANTIC VIEW BEACH CLUB, INC.,  
a Florida corporation

  
Name: Caryn Beth Spring

By:   
Richard J. Hays  
Vice President

  
Name: J. Jay Simons

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 22 day of July, 1999, by Richard J. Hays, the Vice President of Atlantic View Beach Club, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced a valid driver's license as identification.

Caryn Beth Spring  
Notary Public, State of Florida  
Name: Caryn Beth Spring

My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

OFFICIAL NOTARY SEAL  
CARYN BETH SPRING  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC600549  
MY COMMISSION EXP. NOV. 11, 2000

HAUSER\AAA\atlantic.wpd

OR BOOK 1238  
PAGE 2471  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:

Charles W. Edgar, III, Esq.  
LEVINE, FRANK, EDGAR & TELEPMAN, P.A.  
3300 PGA Boulevard, Suite 500  
Palm Beach Gardens, Florida 33410

Debbie Holman, Clerk of the Circuit Court - St. Lucie County  
File Number: 1635699 OR BOOK 1147 PAGE 2057  
Recorded: 05-26-98 09:55 A.M.

**AMENDMENT TO DECLARATION OF MASTER COVENANTS  
FOR ATLANTIC VIEW BEACH CLUB**

THIS AMENDMENT is made this 21<sup>st</sup> day of May, 1998 by  
ATLANTIC VIEW BEACH CLUB, INC., a Florida corporation ("Declarant").

**RECITALS**

- A. Declarant is the "Declarant" of and under the Declaration of Master Covenants for Atlantic View Beach Club recorded in Official Records Book 655, Page 2340 of the Public Records of St. Lucie County, Florida (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.
- B. Article V of the Declaration provides for the operation of the Wastewater Facilities, same being part of the Common Areas to be operated and paid for per said Article V.
- C. Since the recording of the Declaration, St. Lucie County has constructed, and has required the Units, condominium common elements and Common Areas to be connected to, a public wastewater system and reclaimed water irrigation system, thus eliminating the need for the Wastewater Facilities.
- D. Accordingly, Declarant, after consultation with the Boards of Directors of the Neighborhood Associations, desires to amend the Declaration to reflect the foregoing and to provide for the collection and payment of charges imposed by St. Lucie County Utilities for the use of its system.
- E. Declarant has the authority, without the joinder or consent of any other party, to amend the Declaration in accordance with Article XV, Section 5 therein and now desires to use said authority for this aforesaid purpose.

NOW, THEREFORE, by virtue of Declarant's authority as aforesaid, Article V of the Declaration is hereby deleted in its entirety and replaced with:

ARTICLE V

WASTEWATER SYSTEM

Section 1. Description of System. Atlantic View Beach Club receives wastewater (sewer) service as well as reclaimed water for irrigation from St. Lucie County Utilities, the charges for which are billed to and paid for by the Community Association, wastewater charges being billed as an increment to charges for domestic water. Each Neighborhood Association has a meter for domestic water usage, and separate meters for the irrigation water with potables or reclaimed water used to irrigate the property administered by each Neighborhood Association.

Section 2. System Operation and Maintenance. The Community Association and each Neighborhood Association shall be responsible for the operation, maintenance, repair and replacement of the domestic water, wastewater and irrigation systems within its respective properties at its sole cost and expense.

Section 3. Payment of Expenses. Each Neighborhood Association shall pay the cost of its use of domestic water and wastewater service based upon a reading of its respective meter on a monthly basis. That payment shall be made to the Community Association which, in turn, shall make domestic water and wastewater payments to St. Lucie County Utilities. As to the irrigation water there will be two systems: one using reused water and the other with potable water. The areas to be irrigated by each system are described in Exhibit 1. Each Neighborhood Association shall pay the cost of its used irrigation potable water and reused water service on a monthly basis upon reading of its respective meters or by any other method of distribution to be decided from time to time. These payments shall be made to the Community Association which, in turn, shall make payments to St. Lucie County Utilities.

Section 4. Restrictive Covenant. For so long as St. Lucie County Utilities provides domestic water, wastewater and reused water service to Atlantic View Beach Club no person or entity shall construct or otherwise make available or use water or wastewater from any other source, provided, however, that this restriction shall not apply to a water well or other water source used solely and exclusively for the purpose of supplying water for air conditioning.



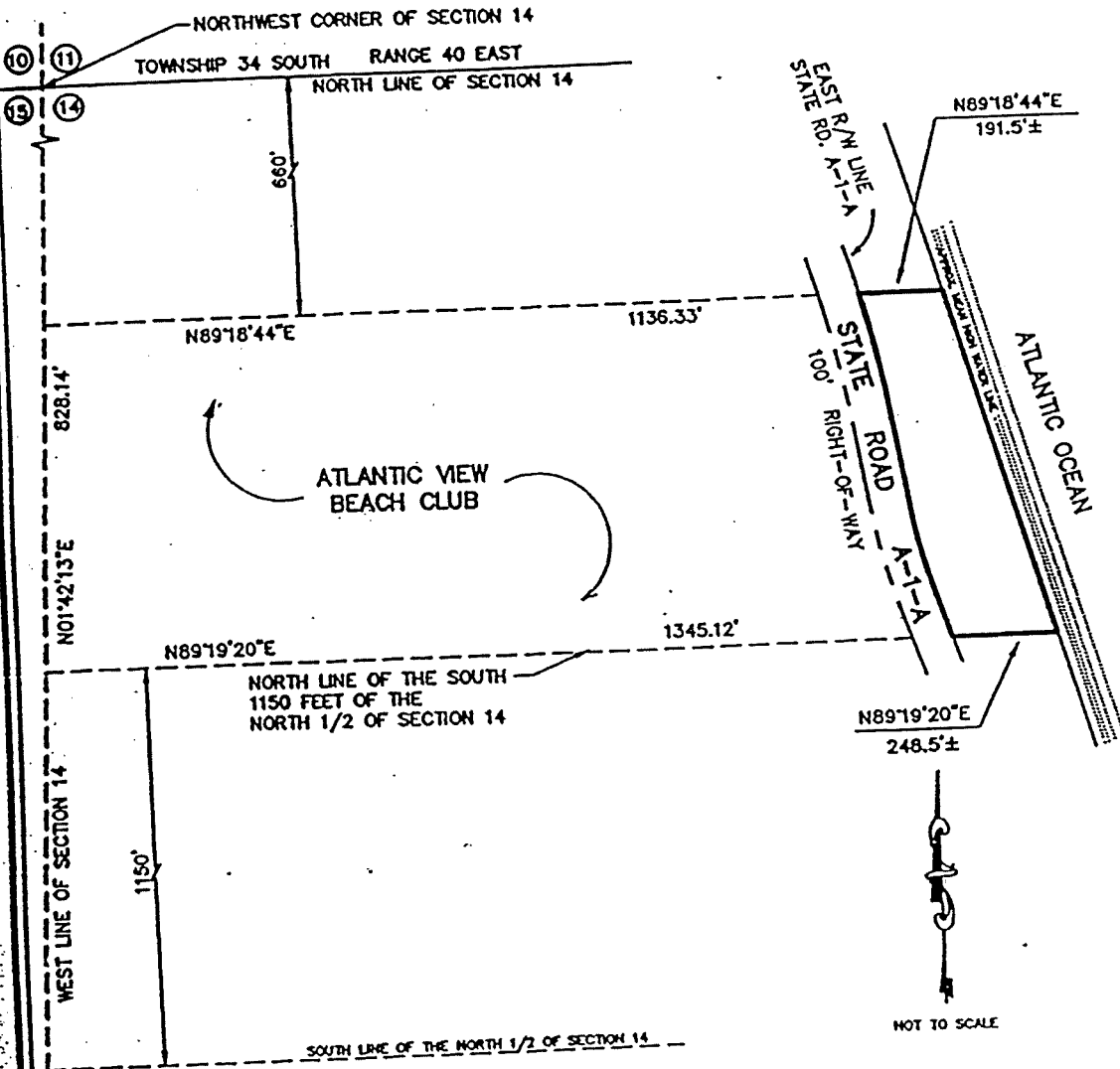




DECLARATION OF  
MASTER COVENANTS FOR  
ATLANTIC VIEW BEACH CLUB

THIS INSTRUMENT WAS PREPARED BY:  
Charles W. Edgar, III, Esq.  
Greenberg, Traurig, Hoffman,  
Lipoff, Rosen & Quental, P.A.  
1601 Forum Place, Suite 307  
West Palm Beach, Florida 33401

THIS IS NOT A SURVEY  
 OR BOOK 1110 PAGE 0802



APPROX. = APPROXIMATE  
 R/W = RIGHT OF WAY

Sheet 2 of 2

**SKETCH OF DESCRIPTION**  
 For  
 Atlantic View Beach Club  
 Lying East of A-1-A

File: 8870EAST.dwg  
 Date: 11-12-97

Tech: MTO

**CULPEPPER & TERPENING** INC.

CONSULTING ENGINEERS  
 &  
 LAND SURVEYORS  
 2900 SOUTH 25th STREET  
 FORT PIERCE, FLORIDA 34902  
 PH (888) 464-3337  
 FAX (888) 464-9487

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Exhibit "A" Legal Description of the initial portion of Atlantic View Beach Club subject to this Declaration

Exhibit "B-1" Legal Description of initial Common Areas

Exhibit "B-2" Legal Description of initial Areas of Common Responsibility

DECLARATION OF  
MASTER COVENANTS  
FOR  
ATLANTIC VIEW BEACH CLUB

THIS DECLARATION OF MASTER COVENANTS is made this 22<sup>nd</sup> day of September, 1989, by ATLANTIC VIEW BEACH CLUB, INC., a Florida corporation, which declares hereby that "Atlantic View Beach Club," as described in Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. The initial portion of Atlantic View Beach Club is described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Architectural Control Committee" or "Committee" shall mean and refer to the committee of the Community Association responsible for performing the architectural review and approval functions set forth in Article XI of this Declaration.

(b) "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.

(c) "Assessments" shall mean and refer to the following forms of payment to the Association which are required to be made by Owners, as provided by Article VI of this Declaration:

(i) "Capital Improvement Assessment" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the cost incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located on the Common Areas pursuant to the provisions of this Declaration.

(ii) "General Assessment" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the total costs incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the Common Areas;

(iii) "Personal Assessment" shall mean and refer to a charge against one or more Owners and their Units, directly attributable to such Owner(s), equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such



Owner(s) and/or such Owner(s)' or Member's Permittee(s) failure to duly perform his obligations hereunder; and

(iv) "Special Assessment" shall mean or refer to a charge against each Owner and his Unit representing a portion of the costs incurred by the Association for specific purposes of a non-recurring nature which are not in the nature of capital improvements.

(d) "Association" or "Community Association" shall mean and refer to ATLANTIC VIEW BEACH CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.

(e) "Atlantic View Beach Club" shall mean and refer to all existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(f) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Association.

(g) "Building" shall mean and refer to any building located within Atlantic View Beach Club and containing Units.

(h) "By-Laws" shall mean and refer to the By-Laws of the Association, as amended from time to time.

(i) "Common Areas" shall mean and refer to the land within Atlantic View Beach Club which is not (i) a Unit, (ii) common elements of a condominium, (iii) common areas of a Neighborhood Association, (iv) dedicated to the public, or (v) dedicated to or owned by a governmental or quasi-governmental body or public or private utility (including cable television) company and, in all cases, are declared to be Common Areas as provided herein. As used herein, "Common Areas" shall also include any improvement to the aforesaid land including, without limitation, private roadways and signage located thereon or adjacent thereto, the main gatehouse(s) for Atlantic View Beach Club, entry features, swales and berms, structures, perimeter walls, street lights, basins and canals, if any, mangroves and similar vegetated areas, drainage, pedestrian paths, irrigation systems, special grading, landscaping, signage or improvements of common benefit to Atlantic View Beach Club and located within the land constituting the Common Areas, and Common Areas declared as such in a Supplemental Declaration. In no event shall public or private utility installations or systems located within the Common Areas be deemed a part thereof unless same are owned by the Community Association or become its maintenance responsibility by contract or operation of law, regardless of the ownership thereof. The initial Common Areas are described in Exhibit "B-1" attached hereto and made a part hereof.

It is specifically contemplated that certain areas which are not and will not become a part of Atlantic View Beach Club may nevertheless become the maintenance, repair, replacement and insurance responsibility of the Association, unless the Declarant otherwise elects. Therefore, the Declarant may from time to time declare such areas to be

"Common Areas" hereunder for such purposes only and not for the purpose of requiring their ultimate conveyance to the Association. Such Common Areas are designated as the "Areas of Common Responsibility" herein and will be so designated in any applicable Supplemental Declaration. The initial "Areas of Common Responsibility" are described or depicted in Exhibit "B-2" attached hereto and made a part hereof. By so designating such areas, the Declarant shall have automatically reserved all right, title and interest in and to the Areas of Common Responsibility, free and clear of any obligation to ever convey same to the Association or to allow the Members of the Association to use them. The Areas of Common Responsibility may include, without limitation, entry features adjacent to State Road A-1-A, upgrading of landscaping along or within the right of way of State Road A-1-A and any upgrading of lighting along public roadways (including signage located therein). References herein to the Common Areas shall include the Areas of Common Responsibilities unless specifically stated to the contrary or unless the context otherwise requires.

(j) "Common Expenses" shall mean or refer to the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Areas (including unpaid General Assessments, Special Assessments, Personal Assessments and Capital Improvement Assessments and including those costs not paid by the Owner responsible for payment); the costs of any and all commonly metered utilities consumed in the operation of the Common Areas and other commonly metered charges for the Common Areas; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; costs of all utilities, trash removal services, gardening and other services benefitting the Common Areas and all recreational facilities thereon (if any); the costs of any utilities provided to the Units but billed, in bulk, to the Community Association; costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering or connected with the Common Areas or the Association; costs of bonding the members of the Board and the Management Company; taxes paid by the Association, including real property taxes for the Common Areas, if any; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; payments of obligations under contracts binding on the Association; and costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas and/or for the benefit of the Owners.

(k) "Community Systems" shall mean and refer to any and all cable television, telecommunication, security or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by the Declarant or pursuant to any grant of easement or authority by the Declarant within Atlantic View Beach Club and serving more than one Unit.

(l) "Declarant" shall mean and refer to ATLANTIC VIEW BEACH CLUB, INC. a Florida corporation, its successors and such of its assigns as to which the rights of the Declarant hereunder are specifically assigned. The Declarant may assign all or a portion of its rights

hereunder, or all or a portion of such rights in connection with appropriate portions of Atlantic View Beach Club. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(m) "Declaration" or "Master Declaration" shall mean and refer to this instrument, as it may be amended from time to time.

(n) "Improvement" shall mean and refer to all structures or artificially created conditions and appurtenances thereto of every type and kind located within Atlantic View Beach Club, including, but not limited to, Buildings, outbuildings, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, seawalls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and exterior airconditioning fixtures or equipment, if any.

(o) "Management Company" shall mean the person, firm or corporation employed by the Community Association hereunder as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Community Association in accordance with any written Agreement between the Community Association and the Management Company.

(p) "Member" shall mean and refer to any person or entity holding a membership in the Community Association as hereinafter provided (including, without limitation, the Declarant). The votes of the Members shall be cast by their respective Voting Members as provided in this Declaration and in the Articles of Incorporation and By-Laws.

(q) "Member's Permittees" shall mean and refer to the family, invitees, licensees, lessees and sublessees of any member, and any other permitted occupants of a Unit under the applicable declaration of condominium or declaration of covenants and restrictions.

(r) "Mortgage" shall mean and refer to any mortgage covering a Unit. The term "Mortgage" shall mean and refer to the holder of such Mortgage.

(s) "Neighborhood Association" shall mean any association created or to be created to administer specific portions of Atlantic View Beach Club and common areas or elements lying within such portions pursuant to a declaration of condominium or declaration of covenants and restrictions encumbering such portions.

(t) "Owner" shall mean and refer to only the person or persons or entity or entities, including the Declarant, holding fee simple interests of record, to any Unit situated within Atlantic View Beach Club, including Sellers under executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation.

(u) "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Community Association, if permitted by Article II, Section 4 hereof) and recorded in the Public Records for the purpose of adding to Atlantic View Beach Club, withdrawing any portion(s) thereof from the effect of this Declaration or designating a

portion of Atlantic View Beach Club as a Common Area or Area of Common Responsibility hereunder.

(v) "Unit" shall mean and refer to (i) any unit in a condominium located within Atlantic View Beach Club (ii) any individual parcel of land within Atlantic View Beach Club which is shown as an individual lot for development of single family attached or detached non-condominium homes on the various site plans (or similar plans) or plats adopted by the Declarant from time to time and (iii) any commercial or other structure (other than one located within the Common Areas) that has been or may be erected on any parcel of land within Atlantic View Beach Club, which land is designated by the Declarant by recorded instrument to be subject to this Declaration (and to the extent the Declarant is not the Owner thereof, then by the Declarant joined by the Owner thereof).

(w) "Wastewater Facilities" shall mean and refer to the wastewater treatment plant, equipment and lines serving Atlantic View Beach Club which, in accordance with Article V hereof, shall be Common Areas hereunder, except as otherwise provided in said Article.

The foregoing definitions shall be applicable to this Declaration and the Articles and By-Laws unless otherwise expressly provided herein to the contrary. All references in this instrument to recording data refer to the Public Records of St. Lucie County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION;  
SUPPLEMENTAL DECLARATIONS

Section 1. Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Lucie County, Florida, is more particularly described in Exhibit "A" hereto and shall initially constitute Atlantic View Beach Club. To the extent all or any portion thereof is not owned by the Declarant, the respective Owners thereof shall have joined in this Declaration for the purpose of subjecting that portion of Atlantic View Beach Club owned by each of them to this Declaration.

Section 2. Supplements. The Declarant may from time to time bring other land under the provisions of this Declaration by recorded Supplemental Declaration (which shall not require the consent of the Owners or the Community Association) and thereby add to Atlantic View Beach Club. It is the present intention of the Declarant that all real property within the general "Atlantic View Beach Club" development owned by the Declarant or its affiliates shall eventually be made a part of Atlantic View Beach Club (as more narrowly defined herein), but the foregoing shall not limit the ability to subject additional lands hereto. Nothing in this Declaration shall, however, obligate the Declarant to add to the initial portion of Atlantic View Beach Club or to develop future portions of Atlantic View Beach Club under a common scheme, nor to prohibit the Declarant from rezoning and changing the development plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Units, thereby automatically consent to any such rezoning, change, addition or deletion theretofore or thereafter made by the Declarant and shall evidence such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this

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Co.	Co.
Dept.	Phone #
Fax #	Fax #

provision). With respect to property not owned by the Declarant and its affiliates, the Declarant shall have the right to impose (and retain for its own account) fees for the privilege of allowing such other property to be made subject to this Declaration as aforesaid.

Section 3. Withdrawal. The Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of Atlantic View Beach Club then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for Atlantic View Beach Club desired to be effected by the Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Atlantic View Beach Club.

Section 4. Common Areas. In the event of any doubt, conflict or dispute as to whether any portion of Atlantic View Beach Club is or is not a Common Area (or Area of Common Responsibility) under this Declaration or a common area/element of a Neighborhood Association, the Declarant may, without the consent of the Community Association or the Owners, record in the Public Records a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be dispositive and binding. After the Declarant no longer owns any portion of Atlantic View Beach Club, the Community Association may, without the consent of the Owners, record the aforesaid Supplemental Declaration which shall have the same dispositive and binding effect, and also may, by Supplemental Declaration, designate additional Areas of Common Responsibility. Notwithstanding the foregoing, no Supplemental Declaration may change the common elements of a condominium.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; INTERPRETATION

Section 1. Membership. Every person or entity who/which is an Owner, including the Declarant, shall be a Member of the Community Association, which may also have a class of membership composed of other users of the Wastewater Facilities. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Community Association.

Section 2. Voting Rights. The Community Association shall have the classes of membership provided for in the Articles, the votes of the individual Members of each such class to be cast by their respective Voting Members, as also provided in the Articles of Incorporation.

Section 3. General Matters. Except when specifically provided to the contrary, when reference is made in this Declaration, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the Members which are or may be cast by their respective Voting Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum has been attained) and not of the Members themselves or their Units.

Section 4. Interpretation. Except when made in accordance with Article XV, Section 13 hereof, the provisions of this Declaration as well as those of the Articles, By-Laws and any rules and regulations of the Community Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Community Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, By-Laws and the rules and regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and Atlantic View Beach Club, the preservation of the value of the Units and the protection of the Declarant's activities herein contemplated.

#### ARTICLE IV

##### COMMON AREAS AND CERTAIN EASEMENTS

Section 1. Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Declarant and the other Owners of the Units that may from time to time constitute part of Atlantic View Beach Club, in the manner specified in this Declaration, and all of the Declarant's, and such Owners', Member's Permittees, all as provided and regulated herein or otherwise by the Community Association (subject to applicable exemptions therefrom in favor of the Declarant). When all Improvements proposed by the Declarant to be constructed within Atlantic View Beach Club have been completed and conveyed to the Owners, or sooner at the Declarant's option exercisable from time to time as to any portion or all of the Common Areas, the Declarant, or its applicable assignee, shall convey and transfer (or cause to be conveyed and transferred) the record fee simple title to the Common Areas (except the Areas of Common Responsibility) to the Community Association, and the Community Association shall be deemed to have automatically accepted such conveyance, holding title for the Members as stated in the preceding sentence. Beginning upon the date these covenants are recorded, the Community Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Community Association) in a continuous and satisfactory manner without cost to the general taxpayers of St. Lucie County. It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Community Association shall be (or have been, based upon the purchase prices of the Units already having taken into account their proportionate shares of values of the Common Areas) proportionally assessed against and payable as part of the taxes on the Units within Atlantic View Beach Club. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Community Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded, and such taxes shall be prorated between the Declarant (or the then Declarant-affiliated Owner thereof) and the Community Association as of the date of such recordation.

The Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of Atlantic View Beach Club (including, without limitation, common

areas/elements of Neighborhood Associations) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere in Atlantic View Beach Club that the Declarant and its affiliates, as appropriate, elect to effect, and the Declarant and its affiliates shall have the right to use the Common Areas for offices, sales, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within Atlantic View Beach Club. All of the foregoing shall apply notwithstanding the fact that the Community Association holds title to the applicable Common Areas as of any relevant time.

Section 2. Easements. Each Member of the Community Association, and each Member's Permittee, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with all other such Members and Member's Permittees, their tenants, agents and invitees.

All such Owners' and Member's Permittees' rights of use and enjoyment are subject to the following:

(a) Easements over and upon the Common Areas in favor of all Neighborhood Associations and their members, provided, however, that this subsection shall not in itself be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other documents to which Atlantic View Beach Club are now or hereafter made subject.

(b) Easements in favor of the Community Association over and upon the sodded and/or landscaped envelopes around the building areas of the common elements or common areas of the Neighborhood Association subject to this Declaration to cut and maintain any such sodded or landscaped areas.

(c) The right and duty of the Community Association to levy Assessments against each Unit for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on any plats of portions of Atlantic View Beach Club from time to time recorded.

(d) The right of the Community Association to suspend the right of a Member and his Member's Permittees to use the Common Areas (except for legal access and parking) and common facilities for any period during which any applicable Assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the rules and regulations of the Community Association.

(e) The right of the Community Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas, provided that such right is now or hereafter granted to or adopted by the Community Association.

(f) The right of the Community Association to adopt at any time and from time to time and enforce any rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as elsewhere provided herein. Any rule and/or regulation so adopted by the Community Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(g) The right of the Community Association, by an affirmative vote or written consent of at least 66 2/3% of the votes entitled to be cast on behalf of the Members at a duly constituted meeting thereof, to dedicate portions of the Common Areas to a Neighborhood Association or a public or quasi-public agency, community development district or similar entity under such terms as the Community Association deems appropriate and, by majority vote of the Board of Directors of the Community Association, to contract with St. Lucie County and community development and special-taxing districts for lighting, roads, irrigation, recreational or other services deemed appropriate by the Community Association (to which such creation or contract all Members hereby consent).

(h) Anything to the contrary in this Declaration notwithstanding, the Declarant shall have the right to permit persons other than Members to use the Common Areas and any recreational facilities that may be constructed thereon under such terms as the Declarant, its successors and assigns, may from time to time desire without interference from the Community Association.

(i) The right of the Declarant and the Community Association to have, reserve, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(j) The right of the Community Association to acquire by purchase, lease or otherwise, one or more Units for occupancy by its employees or independent contractors.

(k) The right of the Community Association to take such other actions which the Board of Directors shall deem advisable with respect to Atlantic View Beach Club to the extent permitted hereunder or under law.

**Section 3. Easements Appurtenant.** The easements provided in Section 2 shall be appurtenant to and shall pass with the title to each Unit, subject to automatic divestment as to any areas withdrawn from Atlantic View Beach Club as provided in this Declaration.

**Section 4. Maintenance.** The Community Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas (including, without limitation, Areas of Common Responsibility), any and all improvements situated on the Common Areas (upon completion of construction by the Declarant or its affiliates, if applicable), including, but not limited to, all recreational facilities and swimming pools, landscaping, paving, drainage structures, private roads, waterfront walkways, seawalks, bulkheads and rip rap, if any, street lighting fixtures and appurtenances, sidewalks, but not public utilities (to the extent same have not been made Common Areas), all such work to be done as ordered by the Board of Directors of the Community Association. Maintenance of street lighting fixtures within the Common Areas shall be performed by the Community Association, and such maintenance shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Community Association shall assume all of the Declarant's, its affiliates' (and its and their predecessors') responsibility to St. Lucie County and any other governmental or quasi-governmental agency or authority of any kind with respect to the Common Areas, including, but not limited to, roads, drainage systems and bulkheads and public beach access easements, and shall indemnify the Declarant and its affiliates



and hold the Declarant and its affiliates harmless with respect thereto.

All work pursuant to this Section 4 and all expenses hereunder or otherwise allocated to the Community Association shall be paid for by the Community Association through Assessments imposed in accordance herewith. The Community Association, on behalf of itself and/or all or appropriate Neighborhood Associations, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of Atlantic View Beach Club, and the Community Association shall then have the power to allocate portions of such expenses among the Community Association and/or the Neighborhood Associations, based on such formula as may be adopted by the Community Association or as otherwise provided in this Declaration. The portion so allocated to the Community Association or any Neighborhood Association shall be deemed a Common Expense thereof, collectible through its own assessments. No Member may waive or otherwise escape liability for the Assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Areas or abandonment of his right to use the Common Areas.

The Community Association shall have the right to employ or contract with a Management Company (which may be an affiliate of the Declarant) to perform all or any part of the duties and responsibilities of the Community Association.

Section 5. Compliance with Permits and Development Orders. The Community Association and each Neighborhood Association shall comply with, and operate Atlantic View Beach Club in accordance with, each and every term and condition of the development orders, site plan approvals, permit(s), authorizations and other approvals issued therefor, the application(s) for such approval and all applicable laws, ordinances, rules and regulations including, without limitation, zoning ordinances, now or hereafter entered into by the Declarant. Without limiting the generality of the foregoing, the Community Association and each Neighborhood Association shall assume all of the Declarant's and its affiliates responsibility to St. Lucie County and its governmental and quasi-governmental departments and authorities and North Hutchinson Services with respect to the Common Areas, Wastewater Facilities and other utilities serving Atlantic View Beach Club and shall fully indemnify and hold the Declarant and its affiliates harmless with respect thereto. In the event that the powers and duties set forth in this Master Declaration conflict with any such permits, applications, development orders or zoning ordinances, the provisions of such permits, applications, development orders or zoning ordinances will control without requiring an amendment to this Master Declaration.

Section 6. Utility and Community Systems Easements. The Declarant and its designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Units for the installation, operation, maintenance, repair, replacement, alteration and extension of Community Systems and such utility and other systems as the Declarant shall deem appropriate to have located within Atlantic View Beach Club.

Section 7. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas, but only in the performance of their respective duties.

The Community Association shall also maintain, and shall not unreasonably obstruct, any easements required by governmental authorities for public access to beach areas.

Section 8. Title to Areas of Common Responsibility. In the event that any property is declared to be an Area of Common Responsibility, title to such property shall remain vested in the owner(s) thereof from time to time and such property may be conveyed, encumbered, leased or otherwise dealt with by such owners(s) in its/their sole discretion and without the joinder or consent of the Community Association. In the event that such owner(s) constructs any improvements to the applicable property which, as evidenced by written notice to the Community Association, is no longer to be maintained by the Community Association, then both the right and duty of the Community Association to perform such maintenance shall cease and terminate.

Section 9. Community Association's Right of Entry. The Community Association shall have an easement and right of entry on and in each Unit and Neighborhood Association common area/element during reasonable hours (and with at least twenty-four (24) hours prior notice to the applicable occupant, except in cases of emergency) for the purpose of correcting (by removal, repair or otherwise) any violation of this Declaration or of the rules and regulations of the Community Association.

Section 10. Community Systems. In light of the economics and mutual benefits intended to be achieved by providing Community Systems, all Unit Owners shall be bound by any agreement entered into by the Community Association for the provision of Community Systems. The Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within Atlantic View Beach Club, or all or any portion of the rights, duties or obligations with respect thereto to the Community Association, the Neighborhood Associations or any other person or entity (including an Owner, as to any portion of a Community System located in his Unit). If and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of the Declarant with regard thereto as are assigned by the Declarant in connection therewith; provided, however, that if the Community Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Areas hereunder and the Community Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Areas unless otherwise provided by the Declarant. Any conveyance, transfer, sale or assignment made by the Declarant pursuant to this Section (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Community Association, the Neighborhood Association(s) or any Owner and (iii) if made to the Community Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed).

WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE XV, SECTION 18 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

ARTICLE V

WASTEWATER FACILITIES

Section 1. Description of Facilities. As provided in Article I, Section (w) hereof, the Wastewater Facilities consist of the plant, equipment and certain lines providing wastewater treatment service to Atlantic View Beach Club; provided, however, that any such lines or equipment located at the point of connection or within any Building administered by a Neighborhood Association shall not be deemed part of the Wastewater Facilities but, rather, shall be owned and/or administered by the applicable Neighborhood Association.

Section 2. Ownership and Operation. The Wastewater Facilities shall be part of the Common Areas and shall be operated as such in accordance with the provisions of this Declaration. It is expressly declared that the Wastewater Facilities may also be used to provide service to properties not within Atlantic View Beach Club as long as the owners of such properties or an association thereof are a Class C Member of the Community Association. The Class C Members will contribute to the maintenance, repair and replacement of the Wastewater Facilities through Assessments levied against such Class C Members by the Association.

All lines and equipment located at the point of connection with any Building or within any Building administered by a Neighborhood Association shall be the maintenance, repair and replacement responsibility of the applicable Neighborhood Association, but such activities shall be conducted at all times in coordination with the Community Association's operations of the Wastewater Facilities and so that they shall be neither damaged or interfered with. In the event that a Neighborhood Association fails to properly maintain, repair and/or replace the Wastewater lines and equipment owned and/or administered by it and such failure continues for a period of ten (10) days after the Community Association gives notice of same to the Neighborhood Association, the Community Association may enter onto the common areas/elements of the Neighborhood Association and enter into any Building administered by the Neighborhood Association, perform all necessary maintenance, repair and/or replacement work on the lines and equipment thereon and may thereafter levy a Special Assessment against all of the Units for the cost of doing so, plus an administrative surcharge not to exceed thirty-five percent (35%) of the aforesaid costs. The ten (10) day notice period shall not apply in situations where immediate action is necessary in order to protect the Wastewater Facilities, the Common Areas, or any Units.

Section 3. Expenses. All costs attributable to the operation, maintenance, repair, replacement and insurance of the Wastewater Facilities shall be Common Expenses hereunder, subject to supplementation by virtue of payments made by users of the Wastewater Facilities who are Class C members of the Community Association. In the event that a separate not for profit corporation owns and operates the Wastewater Facilities and the Community Association is a member thereof, the charges and assessments imposed by such corporation may be treated as Common Expenses hereunder of, in the alternative, the Community Association may act as the collection agent for same pursuant to this Declaration, in either case as either agreed to by the Community Association or provided in the documents governing the separate corporation.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, the Declarant (and each party joining in this Declaration or in any supplemental declaration), for each Unit owned by it (or them) wit in Atlantic View Beach Club, hereby, respectively, covenant and agree, and each Owner of any Unit by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Community Association General Assessments for the maintenance, operation, management and insurance of the Common Areas (including, without limitation, Areas of Common Responsibility) and the Community Association as provided herein, including such reasonable reserves as the Community Association may deem necessary, and Capital Improvement, Special and Personal Assessments as also provided herein, all such Assessments to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property from time to time.

Furthermore, each Owner of any Unit by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have assigned all rents, issues and profits (the "Collateral Assignment of Rents") on each such Unit to the Community Association, which Collateral Assignment of Rents shall be effective immediately and become absolute upon a default under the covenant to pay assessments contained herein, at which time the Community Association may exercise its rights thereunder.

Section 2. Equal Rate of Assessment. General Assessments, Capital Improvement Assessments and Special Assessments shall be allocated and assessed among the Units equally.

Section 3. Purpose of Assessments. The Assessments levied by the Community Association shall be used to pay Common Expenses and generally, promote, in the reasonable opinion of the Board, the recreational opportunities of the Members of the Community Association and their Member's Permittees, to improve and maintain the Common Areas (including, without limitation, Areas of Common Responsibility) and to pay such other obligations of the Community Association as may be imposed hereby or otherwise become binding upon the Community Association and for such other purposes as are provided for in this Declaration.

Section 4. Capital Improvements. Funds in excess of the lesser of (i) \$50,000 or (ii) 10% of the then-current operating budget of the Association, in any one case, which are necessary for the addition or replacement of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas and which have not previously been collected as reserves or are otherwise available to the Community Association may be levied as Capital Improvement Assessments by the Community Association upon affirmative vote or written consent of at least two-thirds (2/3rds) of the votes entitled to be cast by the Members at a duly constituted meeting thereof. It is the intent of this Section that any capital improvements having a cost of less than the aforesaid amount be paid for by General

Assessments, with an appropriate adjustment to the budget of the Community Association and the Assessments levied thereunder to be made, if necessary or a Special Assessment to be levied pursuant to Section 12 of this Article. In determining whether the aforesaid vote is required, the costs of maintaining the capital improvement in question shall not be included.

Section 5. Date of Commencement of General Assessments; Due Dates. The General Assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent General Assessment shall be imposed for the year beginning January 1 and ending December 31.

The General Assessments shall be payable in advance in monthly or quarterly installments as determined by the Board of Directors. The General Assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other General Assessment that is in the future adopted. The original General Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, as often as the Board deems to be appropriate), but the amount of any revised General Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installment periods) remaining in such calendar year.

The due date of any Special Assessment or Capital Improvement or Personal Assessment shall be fixed in the Board or Association resolution authorizing such Assessment.

Section 6. Duties of the Board of Directors. The Board of Directors shall fix the date of commencement and the amount of the General Assessment against each Unit for each year, to the extent practicable, at least thirty (30) days in advance of such year, and shall, at that time, prepare a roster of the Units, the Owners thereof and General Assessments applicable thereto, which shall be kept in the office of the Community Association and shall be open to inspection by any Member.

Written notice of the applicable General Assessment shall thereupon be sent to every Member subject thereto fifteen (15) days prior to the date the first payment at the then-established Assessment rate is due. In the event notice of changes in the General Assessment for a new period is not given, the General Assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Community Association shall upon demand at any time furnish to any Member liable for any type of Assessment a certificate in writing signed by an officer of the Community Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of such Assessment to the Community Association therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If any installment of a General Assessment is not paid on the dates when due (being the date specified by the Board from time to time), or if any other type of Assessment is not paid when due, then such Assessment (or the applicable installment thereof) shall become delinquent and shall, together with late charges, interest and the costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate

Unit, which shall bind such Unit in the hands of the then Owner, his heirs, personal representatives, successors and assigns and shall likewise entitle the Association to exercise its rights under the Collateral Assignment of Rents. Except as provided in Section 8 of this Article, the personal obligation of the then Owner to pay such Assessment shall pass to his successors in interest and recourse may be had against either or both.

The following provisions shall apply to any Assessment or installment thereof (as applicable, a "Payment") which is not paid when due:

(a) Any Payment not made within ten (10) days of the date same is due shall be subject to a single late charge of five percent (5%) of the Payment;

(b) Any Payment which is not made within twenty (20) days of the date same is due shall bear interest at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law, such interest to run from the original due date to the date Payment (including all interest and late charges thereon) is made; and

(c) If any Payment is not made within thirty (30) days of the date same is due, the Association may, by written notice to the applicable Owner, accelerate the next twelve (12) months' installments of General Assessments, which shall be immediately due and payable upon receipt of such notice and shall bear interest as provided in subsection (b), above.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Unit whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and a Personal Assessment against such Unit shall be levied by the Community Association for such purpose.

In the event of the nonpayment of any Assessments hereunder, the Association, at its option, may bring an action at law against the Owner personally obligated to pay the same and/or may record and enforce a claim of the lien provided for herein against Unit on which the Assessments (and other charges and interest) are unpaid and may proceed to foreclose that lien against such Unit as well as to exercise its rights under the Collateral Assignment of Rents provided for herein.

In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring the title to or the interest in a Unit as to which the Assessment is delinquent shall not be entitled to the occupancy of such Unit or the right to rent same to others or the enjoyment of the Common Areas (except for access and parking) until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Unit shall be permitted until an estoppel letter is received from the Community Association acknowledging payment in full of all Assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

Unless delegated to a Neighborhood Association by the Community Association, it shall be the legal duty and responsibility of the Community Association to enforce payment of the Assessments hereunder, but the Board of Directors shall have the power to delay collection actions, waive late charges and/or interest and otherwise settle claims for Assessments, all in its reasonable judgment. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations hereunder.

All Assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Community Association.

The Community Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Section 8. Subordination of the Lien. The lien of the Assessments and the Collateral Assignment of Rents provided for in this Article shall be subordinate to real property tax liens and to the lien of any first Mortgage recorded prior to recordation of a claim of lien, which Mortgage encumbers any Unit and is in favor of any bona fide lender generally recognized as an institutional-type lender and is now or hereafter placed upon a portion of Atlantic View Beach Club subject to Assessment; provided, however, that any such Mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or such Mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Unit by reason of the provisions of this Section shall be deemed to be an Assessment divided among, payable by and a lien against all Units as provided in Section 1 of this Article, including the Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens and Collateral Assignments of Rents for Assessment under this Article shall be superior to liens and collateral assignments of rents for assessments of the Neighborhood Associations. In the event only a portion of the Assessments of the Community Association and a Neighborhood Association are collected by one collective entity, the amount collected shall be applied first to Assessments of the Community Association and the balance, if any, shall then be paid to such Neighborhood Association.

Section 9. Collection of Assessments. Assessments levied pursuant hereto shall be collected in the manner established pursuant to Article XIV of this Declaration. In the event that at any time said manner provides for collection of Assessments levied pursuant hereto by an entity other than the Community Association, such being the case as of the date of this Declaration, all references herein to collection (but not necessarily enforcement) by the Community Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay Assessments shall be satisfied by making such payments to the applicable collecting entity.

Section 10. Effect on the Declarant. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as the Declarant (or any of its affiliates) is the owner of any Unit within Atlantic View Beach Club, the Declarant shall have the option, in its sole discretion, to (i) pay Assessments on the Units owned by it, (ii)

pay Assessments only on certain designated Units (e.g., those under construction or those Units for which a certificate of occupancy has been issued) or (iii) not pay Assessments on any Units and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments and other income receivable (vs. received) from Owners other than the Declarant. The deficit to be paid under option (iii), above, shall be the difference between (i) actual operating expenses of the Community Association (exclusive of capital improvement costs and reserves) and (ii) the sum of all monies receivable by the Community Association (including, without limitation, Assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). The Declarant may from time to time change the option stated above under which the Declarant is making payments to the Community Association by written notice to such effect to the Community Association. If the Declarant at any time elects option (ii) above, it shall not be deemed to have elected option (iii) as to the Units which are not designated under option (ii). When all Units within Atlantic View Beach Club are sold and conveyed to purchasers, neither the Declarant, nor its affiliates, shall have further liability of any kind to the Community Association for the payment of Assessments, deficits or contributions. In no event shall the Declarant ever be obligated to pay a Personal Assessment.

Section 11. Association Funds. The portion, if any, of General Assessments collected by the Community Association for reserves for future expenses shall be held by the Community Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 12. Special Assessments. In the event that the Board of Directors determines that it is necessary for the Community Association to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds have been collected or allocated, and which is not the appropriate subject of a Capital Improvement Assessment, then the Board of Directors may levy a Special Assessment for such purpose. Such Special Assessment may, in the discretion of the Board of Directors, be payable in one lump sum or in appropriate installments; provided, however, that the Board of Directors shall use reasonable efforts to fund an expense for which a Special Assessment would otherwise be levied by changing the Association's budget and, therefore, the General Assessments.

Section 13. Personal Assessments. Members causing damage to any portion of the Common Areas (including, without limitation, Areas of Common Responsibility) as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Community Association and a Personal Assessment may be levied therefor against such Member(s). Such Personal Assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien, Collateral Assignment of Rents and foreclosure procedures. A Member shall be liable as aforesaid for damages caused by his Member's Permittee.

Section 14. Collection of Fees for Other Services. The Community Association is empowered to act as a collection agent for charges which are common to all or most Unit Owners, including, without limitation, cable television charges which are billed directly to the Community Association, but shall not be deemed a Common Expense. Such fees shall be remitted to the Community Association by the Unit Owners, together with the



Assessments, and then paid by the Community Association to the appropriate service provider. Such payments, however, shall continue to be the responsibility of the Unit Owners and the Community Association shall not be liable to the service provider for the payment of same nor shall the Community Association be liable to the Unit Owners for the performance of the service(s) for which it collects payments.

## ARTICLE VII

### ENFORCEMENT OF DECLARATION AND RULES AND REGULATIONS

Section 1. Compliance by Members. Every Member and Member's Permittee shall comply with the covenants and restrictions of this Declaration and any and all rules and regulations adopted by the Community Association as contemplated herein.

Section 2. Enforcement. Failure to comply with such covenants, restrictions, rules or regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Community Association shall also have the right to suspend rights of use of Common Areas as specified herein.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Community Association, a fine or fines may be imposed upon Member for failure of Member or his Member's Permittees to comply herewith or with any rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Community Association shall notify the Member of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Member shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine should not be imposed. A written decision of the Board of Directors shall be submitted to the Member by not later than twenty-one (21) days after the Board of Directors' meeting. The Member shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is in question, the Board shall appoint three (3) impartial Members to a special hearing panel.

(c) Amounts of Fines: The Board of Directors (if its or such panel's findings are made against the Member) may impose Personal Assessments against the Member and his Unit as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature after notice thereof (even if in the first

instance): a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or Assessment of the penalties.

(e) Collection of Fines: Fines shall be deemed Personal Assessments subject to the provisions for the collection of Assessments as set forth herein.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Community Association may be otherwise legally entitled; however, any fine paid by the offending Member shall be deducted from or offset against any damages which the Community Association may otherwise be entitled to recover by law from such Member.

#### ARTICLE VIII

##### DAMAGE OR DESTRUCTION TO COMMON AREAS

Damage to or destruction of all or any portion of the Common Areas shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the Community Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Million Dollars (\$1,000,000.00) or less of being sufficient to effect total restoration of the Common Areas, then the Community Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Capital Improvement Assessment against each of the Owners in proportion to their respective Rates of Assessment, in accordance with the provisions of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Million Dollars (\$1,000,000.00) to effect total restoration of the Common Areas, then by written consent or vote of a majority of each class of the Members (other than the Class C Members), they shall determine whether (1) to rebuild and restore the Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Capital Improvement Assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the improvements shall be effective without the written approval of the Board, which can require rebuilding as it deems appropriate.

(d) Each Member shall be liable to the Community Association for any damage to the Common Areas not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Community Association reserves the right to charge such Member a Personal Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be a Personal Assessment against the Member and may be collected as provided herein for the collection of Assessments.

## ARTICLE IX

### INSURANCE

Section 1. Common Areas. The Community Association shall keep all Buildings, Improvements, facilities and fixtures located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Community Association may deem desirable. The Community Association may also insure any other property, whether real or personal, owned by the Community Association, against loss or damage by fire and such other hazards as the Community Association may deem desirable, with the Community Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Community Association. Insurance proceeds shall be used by the Community Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Community Association are Common Expenses included in the General Assessments made by the Community Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Community Association shall contain provisions, or be accompanied by endorsements, for: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable

The Community Association shall also maintain flood insurance in an amount equal to the lesser of 100% of the replacement costs of all insurable Improvements within the Common Areas or the maximum amount of coverage available under the National Flood Insurance Program.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any portion of the Common Area, the Community Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article VIII of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Community Association which will not be voided or impaired thereby, the Community Association hereby

waives and releases all claims against the Board, the Members, the Management Company, the Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, to the extent that insurance proceeds are received in compensation for such loss or, if insurance proceeds are insufficient to cover such loss, the difference between the insurance proceeds and the actual cost to repair or replace the damaged property shall be a Common Expense of the Association.

Section 4. Liability and Other Insurance. The Community Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments, liquor liability and malicious mischief, with coverage of at least \$1,000,000.00 for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Community Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Community Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Community Association may also obtain worker's compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Community Association and its Board of Directors and officers, from liability in connection with the Common Areas, the premiums for which shall be Common Expenses and included in the General Assessments made against the Members.

The Board shall also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Community Association, with the Community Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Community Association or Management Company during the time the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' General Assessments, plus all reserve funds.

Section 5. Group Purchase of Insurance. In order to effect economies of scale, the Community Association may, but shall not be required to, act as the purchasing and claims settlement agent for any Neighborhood Association(s) within Atlantic View Beach Club in the procurement of insurance covering such Neighborhood Association(s), the Community Association and the properties within their respective jurisdictions. In such event, each such Neighborhood Association shall be responsible for collecting and remitting its proportionate share of insurance premiums to the Community Association for the payment thereof to the applicable insurance company or companies. One or more members of the Board may also act as an insurance trustee for any Neighborhood Association(s).

The Board shall endeavor to (i) determine and communicate to each applicable Neighborhood Association all anticipated annual insurance premiums prior to such Neighborhood Association's adoption of the budget for the year in which such premiums are to be paid and (ii) obtain any contractual undertakings from the applicable insurance company or companies as are necessary to reflect and effectuate the purpose of this Section including, but

not limited to: allocations of coverage and deductibles; cross-liability between or among the Community Association and/or the Neighborhood Association(s) and/or their respective members; and potential withdrawals of, or cancellations as to, the Neighborhood Association(s) from the group purchasing arrangement contemplated by this Section.

The Community Association shall handle or compromise any claims involving more than one Neighborhood Association (or one or more Neighborhood Association and the Community-Association) under any insurance policies purchased pursuant to this Section, if it elects to do so upon request of one or more Neighborhood Association (which request shall be deemed to have automatically been made if any Neighborhood Association elects to obtain insurance through the Community Association as contemplated in this Section). Without limiting or abrogating the generality and effect of the last paragraph of this Section, each Neighborhood Association shall first execute and deliver to the Community Association an appropriate indemnification and hold harmless agreement pertaining thereto.

In the event of a dispute as to any matter connected with insurance under this Section between or among the Community Association and/or a Neighborhood Association(s), the decision of the Board shall be controlling unless overridden by a majority of all Neighborhood Associations having insurance coverage purchased pursuant to this Section or, if with regard to a claim(s), having damage which is the subject matter of a claim(s).

Notwithstanding anything in this Section to the contrary, nothing herein contained and nothing done by the Community Association in connection herewith shall create any liability on the part of the Community Association or its directors, officers, Members, employees or agents to any Neighborhood Association or its members. The sole duty of the Community Association hereunder shall be to coordinate the purchase of insurance on a group basis and the adjustment of claims thereunder, it being the duty of each Neighborhood Association to review and accept or reject insurance policies as same apply thereto on the basis of the coverage, terms, conditions and premiums of such insurance and the compliance thereof with the requirements and needs of the Neighborhood Association.

#### ARTICLE X

##### MORTGAGEE PROTECTION

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Community Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By-Laws and Rules and Regulations and the books and records of the Community Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Community Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Community Association meetings, (iii) receive notice from the Community Association of an alleged default by the Owner of a Unit in the performance of such Owner's obligations under this Declaration, the Articles of

Incorporation or the By-Laws of the Community Association, which default is not cured within thirty (30) days after the Community Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas.

(b) Any holder, insurer or guarantor of a Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Unless at least 66-2/3% of first Mortgagees (based upon one vote for each Mortgage owned), and the Members holding at least two-thirds (2/3rds) of the votes entitled to be cast thereby, have given their prior written approval, neither the Community Association nor the Owners shall:

(1) by act or omission seek to sell or transfer the Common Areas and any Improvements thereon which are owned by the Community Association (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Community Association or the Declarant or the transfer of the Common Areas to another similar association of the Owners in accordance with the Articles of Incorporation of the Community Association or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause); provided, however, that the Wastewater Facilities may be conveyed to a public utility company upon an affirmative vote of Members holding a majority of the votes entitled to be cast at a duly noticed meeting of the Association at which a quorum has been attained;

(2) change the basic methods of determining the obligations, Assessments, dues or other charges which may be levied against a Unit, except as provided herein with respect to future Units;

(3) by act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of property within Atlantic View Beach Club;

(4) fail to maintain fire and extended insurance on insurable portions of the Common Areas as provided herein; or

(5) use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of the Improvements (except as contemplated herein).

ARTICLE XI

ARCHITECTURAL CONTROL; GENERAL POWERS

The following provisions of this Article XI are subject to those of Article XIV hereof. Accordingly, this Section shall be operative only so long as the Community Association is performing (subject to later delegation) architectural control duties and powers in the manner provided in Article XIV.

Section 1. Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by the Declarant. Each of the initial members shall hold office until all Units and Improvements planned for Atlantic View Beach Club have been constructed and conveyed (if appropriate), or sooner at the option of the Declarant. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed by the Board of Directors at any time without cause. Should the Board so elect, it may itself serve the functions of the Architectural Control Committee.

Section 2. Review of Proposed Work. Subject to Section 9 below, no building, fence, wall or other structure or Improvement shall be commenced, altered, painted, erected or maintained in Atlantic View Beach Club, nor shall any addition, change or alteration visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other Improvements, nor shall any Owner or Neighborhood Association change the landscaping of the common elements of a condominium or the common areas of an individual resort development or color or appearance of the exterior of any Unit until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of Atlantic View Beach Club as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. If the proposed construction, alterations or additions are to common elements of a condominium or common areas administered by a Neighborhood Association, said approval shall also be subject to the prior approval of the applicable Neighborhood Association, and a copy of such prior Neighborhood Association approval must be submitted together with the request for Committee review. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. All work done by a Member or Neighborhood

Association after receiving the approval of the Committee shall be subject to the inspection by, and final approval of, the Committee in accordance with its procedural rules adopted as herein provided.

All changes and alterations shall also be independently subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 3. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 4. No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, unless engaged by the Association in a professional capacity.

Section 6. Committee Rules. The Committee shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the Committee. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the Committee shall be adopted and/or amended (subject to approval as aforesaid) by a majority vote thereof, provided that no amendment shall be applicable to any matter decided by the Committee prior to the making of such amendment unless the resolution adopting the amendment specifically so provides.

Section 7. Non-Liability of Committee Members. Neither the Community Association, the Board of Directors, the Committee nor any member thereof, nor any duly authorized representative of any of the foregoing (including, without limitation, any Management Company), shall be liable to any Neighborhood Association or to any Member or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to Atlantic View Beach Club generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar



features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variances. The Board of Directors may authorize variances from compliance with any of the architectural control provisions of this Declaration and from the Use Restrictions of Article XIII hereof when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the Board from denying a variance in other circumstances.

Section 9. Exemptions. The Declarant and its affiliates, shall be exempt from the provisions hereof with respect to construction, development alterations and additions desired to be effected by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time.

## ARTICLE XII

### RESALE RESTRICTIONS

Section 1. Estoppel Certificate. No conveyance of a Unit, by parties other than the Declarant or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. The new Owner may not take occupancy of the Unit until he has delivered or caused to be delivered a copy of his deed to the Unit to the Association.

Section 2. Applicability to Declarant. The provisions of this Article XII shall not be applicable to Declarant or a Mortgagee.

## ARTICLE XIII

### USE RESTRICTIONS

All real property comprising Atlantic View Beach Club shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of the Declarant herefrom, which exemption is hereby made to all sections of this Article XIII.

Section 1. Nuisances. No noxious or offensive activity shall be carried on in any Buildings, other Improvements, Neighborhood Association common areas/elements or Common Areas located in Atlantic View Beach Club, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted in any such Building, Unit or on the Common Areas, and the Board of Directors shall have the right to determine in accordance with the By-Laws if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey

vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of such Buildings, Units or Common Areas, or be exposed to the view of other Owners, without the prior written approval of the Architectural Control Committee.

Section 2. Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Buildings, Units or on the Common Areas without the prior written consent of the Architectural Control Committee, except signs, regardless of size, used by the Declarant, its successors or assigns, for advertising during the provided construction, sale and or leasing activities and except for signs installed as part of the initial construction of a Building and replacement of such signs (similar or otherwise).

Section 3. Vehicular Restrictions and Towing. Parking in Atlantic View Beach Club shall be restricted to private automobiles and passenger-type vans, jeeps and pick up trucks having a capacity of less than one-quarter of a ton, and only within the parking areas therein designed and/or designated for such purpose. No Owner shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, or other vehicle upon any portion of Atlantic View Beach Club.

No commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place within Atlantic View Beach Club nor in dedicated areas, except in spaces for some or all of the above specifically designated by the Declarant or the Community Association, if any. No Owner shall keep any other vehicle on the Common Areas which is deemed a nuisance by the Board. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services nor to any vehicles of the Declarant or its affiliates. No on-street parking or parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Community Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Community Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 4. Animal Restriction. No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept within Atlantic View Beach Club for commercial purposes. Domestic pets shall be limited to only those permitted by the Neighborhood Association and shall only be permitted on those portions of the Common Areas designated by the Community Association, and then only when leashed.

Section 5. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on Atlantic View Beach Club except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Atlantic View Beach Club or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Appropriate flexibility shall be afforded food service operations, however. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of Atlantic View Beach Club, except within an enclosed structure appropriately screened from view erected for that purpose, if any.

Section 6. Temporary Buildings; Further Parking Limitations. No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of Atlantic View Beach Club, either temporarily or permanently. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked in Atlantic View Beach Club.

Section 7. Other Facilities. Nothing shall be altered or constructed in or removed from Atlantic View Beach Club, except upon the written consent of the Committee.

Section 8. Leases. An Owner shall be jointly and severally liable with his tenant for any amount which is required to affect repairs or replacements to the Common Areas caused by the tenant. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provisions of this Declaration and the rules and regulations of the Community Association. This Section shall also apply to subleases of Units and assignments of leases.

Section 9. Outside Installations. No radio station or shortwave operations of any kind shall operate from any Building, Unit or the Common Areas. No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained in the Buildings or elsewhere on Atlantic View Beach Club, except that a master antenna or antennae and other equipment, or cable television antenna or antennae, may be provided for the use of Owners, and the Declarant and the Community Association may grant and hereby reserves easements for such purposes.

Section 10. Insurance Rates. Nothing shall be done or kept in the Common Areas which will increase the rate of insurance on any property insured by the Community Association without the approval of the Board, nor shall anything be done or kept in the Buildings, on the Units or on the Common Areas which would result in the cancellation of insurance on any property insured by the Community Association or which would be in violation of any law.

Section 11. Neighborhood Common Area Maintenance and Common Element. The Neighborhood Associations have an affirmative duty to maintain the in common areas/elements in a neat, orderly and attractive manner which shall meet, at a minimum, the standard established for the overall appearance of Atlantic View Beach Club. Without limiting the generality of the foregoing, the Community Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood Association and otherwise require or veto any other action as the Community Association deems appropriate from time to time.

Any action required by the Community Association to be taken by a Neighborhood Association shall be taken within the time frame set by the Community Association in such written notice. If the Neighborhood Association fails to comply with the requirements set forth in such written notice, the Community Association shall have the right to effect such action on behalf of the Neighborhood Association and shall assess the Units and Units governed by the Neighborhood Association for their pro-rata share of any expenses incurred by the Community Association in connection therewith, together with an administrative charge to be determined by the Community Association under the circumstances (to cover the Community Association's administrative expenses in connection with the foregoing and to discourage the Neighborhood Association from failing to comply with the requirements of the Community Association). Such Assessments may be collected as Personal Assessments hereunder and shall be subject to all lien rights and the Collateral Assignment of Rents provided for herein.

Section 12. Hurricane Protection. No type of hurricane protection may be installed in or around the Units other than hurricane shutters of a color similar to the color of, and which may be installed or affixed across, the exteriors of sliding glass doors and fixed panels. No hurricane shutters shall be installed or affixed across balconies or entrance areas of the Units.

Section 13. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted in or on Atlantic View Beach Club, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for water, oil, natural gas or minerals shall be erected, maintained or permitted on or around Atlantic View Beach Club.

Section 14. Documents. All Unit Owners shall be obligated to deliver the documents originally received from the Declarant, containing this and other declarations and documents, to any grantee of such Owners.

Section 15. Declarant. The Declarant and its successors or assigns will undertake the work of constructing Buildings, Units and Improvements relating thereto. The completion of that work and the sale, rental and other disposal of Units is essential to the establishment and welfare of Atlantic View Beach Club as a community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and Atlantic View Beach Club established as a fully occupied community as rapidly as possible, no Owner nor the Community Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or By-Laws shall be understood or construed to:

(a) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of Atlantic View Beach Club may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant, or its

successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing Atlantic View Beach Club as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by the Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing Improvements on Atlantic View Beach Club and of disposing of Units therein by sale, lease or otherwise; or

(d) Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of Atlantic View Beach Club.

(e) Prevent the Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Units, or otherwise from taking such other actions deemed appropriate.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with the Declarant's plans for construction, development, use, sale or other disposition of Atlantic View Beach Club, or any part thereof.

#### ARTICLE XIV

##### RELATIONSHIP OF COMMUNITY ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS

Section 1. Preamble. In order to ensure the orderly development, operation and maintenance of Atlantic View Beach Club and the properties subject to the administration of the Neighborhood Associations as integrated parts of Atlantic View Beach Club, this Article has been promulgated for the purposes of (1) giving the Community Association certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

Section 2. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Neighborhood Associations and the Community Association may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any Articles of Incorporation, By-Laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to this Declaration and the Articles, By-Laws and rules and regulations of the Community Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Community Association and the Neighborhood Associations as provided for herein. As to any Neighborhood Association which is a condominium association, no duties of same hereunder shall be performed or assumed by the Community Association if same are required by law to be performed by the Neighborhood Association or if the performance or assumption of such duties would be contrary to the purpose and intent of Article XV, Section 15 of this Declaration.

Section 3. Architectural Control, Maintenance and Use Restrictions. All architectural control, Unit and Unit maintenance requirements and use restrictions provided for in or pursuant to this Declaration shall, initially, be exercised and enforced by the Community Association. However, the Community Association may delegate to a Neighborhood Association(s) all or any part of such rights/duties, on an exclusive or non-exclusive basis, upon written notice recorded in the Public Records of St. Lucie County, Florida.

As long as the Community Association performs architectural control functions, no Neighborhood Association shall do so unless such functions are specifically delegated to it by the Community Association; provided, however, that a Neighborhood Association for a condominium may perform such functions to the extent required by its declaration of condominium or by applicable law.

Section 4. Collection of Assessments. The Neighborhood Associations shall, initially, collect all Assessments and other sums due the Community Association and the applicable Neighborhood Association from the members thereof. The Neighborhood Association will remit the Assessments so collected to the respective payees pursuant to such procedures as may be adopted by the Community Association. The sums so collected shall be applied first to the Assessments of the Community Association and then to those of the collecting Neighborhood Association. No sums collected by a Neighborhood Association on behalf of the Community Association shall be deemed a common expense of the collecting Neighborhood Association.

Notwithstanding the priority of disbursements of collected lump sums as provided above, all Capital Improvement Assessments, Special Assessments, Personal Assessments, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the respective entity imposing same separate and apart from the priorities established above.

The Community Association shall notify the various Neighborhood Associations, by written notice given at least thirty (30) days in advance, of any changes in the amounts of the Assessments due it or the frequency at which they are to be collected. The aforesaid notice period shall also apply to Capital Improvement Assessments, but may be as short as five (5) days before the next-due General Assessment installment in the case of Special Assessments and Personal Assessments of the Community Association.

The Neighborhood Associations shall not be required to record liens or take any other actions with regard to delinquencies in Assessments payable to the Community Association unless the Community Association gives them written notice of its election to have them do so. In the event that the Community Association does, however, make such election, then all of the Community Association's rights of enforcement provided in this Declaration shall be deemed to have automatically vested in the applicable Neighborhood Association, but all costs and expenses of exercising such rights shall nevertheless be paid by the Community Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered).

The Community Association may, from time to time by sixty (60) days' prior written notice to the affected Neighborhood Association(s), change the procedures set forth in this Section 4 in whole or in part. Such change may include, without limitation, the assumption by the Community Association of all or some of the collection functions (including those for a Neighborhood Association) provided for herein or in the declaration for a Neighborhood Association(s) (to which assumption the Neighborhood Association and its members shall be deemed to have automatically agreed).

All fidelity bonds and insurance maintained by a Neighborhood Association shall reflect any duties performed by it pursuant hereto and the amounts to be received and disbursed by it and shall name the Community Association as an obligee/insured party for so long as its Assessments are being collected and remitted by the Neighborhood Association.

To the extent lawful, a Neighborhood Association may delegate, or contract for the performance of, any duties performed by it pursuant hereto to/with a Management Company approved by the Community Association, provided that (1) the Neighborhood Association shall remain ultimately liable hereunder, (2) the Management Company, as well as the Neighborhood Association, shall comply with the requirements of the foregoing paragraph and (3) the approval of the Management Company may be withdrawn, with or without cause, at any time upon thirty (30) days' prior written notice. Any management agreement or similar contract entered into by the Neighborhood Association shall be subject to the provisions of this Article and shall not require the Neighborhood Association to pay fees for the performance of duties which would otherwise be delegated to the Management Company in connection with this Article if such duties are performed by the Community Association as provided above.

In the event of any change in Assessment collection procedures elected to be made by the Community Association, the relative priorities of Assessment remittances and liens (i.e., the Community Association first and the applicable Neighborhood Association second) shall nevertheless still remain in effect, as shall the Community Association's ability to modify or revoke its election from time to time.

Section 5. Delegation of Other Duties. The Community Association shall have the right to delegate to a Neighborhood Association, on an exclusive or non-exclusive basis, such additional duties not specifically described in this Article as the Community Association shall deem appropriate. Such delegation shall be made by written notice to the Neighborhood Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Community Association at any time.

Section 6. Acceptance of Delegated Duties. Whenever the Community Association delegates any duty to a Neighborhood Association pursuant to this Article, the Neighborhood Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Community Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Neighborhood Association's performance, non-performance or negligent performance thereof.

Section 7. Expense Allocations. The Community Association may, by written notice given to the affected Neighborhood Association at least thirty (30) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to a Neighborhood Association a share of the Common Expenses incurred by the Community Association which are reasonably allocable to the Neighborhood Association and/or the portion of Atlantic View Beach Club within its jurisdiction (e.g., for street lighting systems). In such event, the Common Expenses so allocated shall thereafter be deemed common expenses of the Neighborhood Association payable by it (with assessments collected from its members) to the Community Association.

In the event of a failure of a Neighborhood Association to budget or assess its members for Common Expenses allocated as aforesaid, the Community Association shall be entitled to pursue all available legal and equitable remedies against the

Neighborhood Association or, without waiving its right to the foregoing, specially assess the members of the Neighborhood Association and their Units for the sums due (such special Assessments, as all others, to be secured by the lien provided for in this Declaration).

Section 8. Non-Performance of Neighborhood Association Duties. In addition to the specific rights of the Community Association provided in Section 7, above, and subject to the limitations set forth in Section 2 of this Article and Article XV, Section 14 of this Declaration, in the event that a Neighborhood Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own declaration, articles of incorporation, by-laws or related documents, which failure continues for a period in excess of thirty (30) days after the Community Association's giving notice thereof, then the Community Association may, but shall not be required to, assume such duties. In such event, the Neighborhood Association shall not perform such duties unless and until such time as the Community Association directs it to once again do so.

Section 9. Conflict. In the event of conflict between this Article XIV, as amended from time to time, and any of the other covenants, restrictions or provisions of this Declaration (except Article XV, Section 15) or the Articles of Incorporation, By-Laws or Rules and Regulations, all as amended from time to time, the provisions of this Article shall supersede and control.

#### ARTICLE XV

##### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind Atlantic View Beach Club, and shall inure to the benefit of and be enforceable by the Declarant, the Community Association, any Neighborhood Association, the Owner of any property subject to this Declaration and the Architectural Control Committee, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75%, and the mortgagees of 100% of the Units, agreeing to revoke said covenants has been recorded and the Community Association has given its prior written consent thereto. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Member at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Community Association for the purpose of service of such notice, or to the Unit of such person, if no address has been given to the Community Association. Such address may be changed from time to time by notice in writing to the Community Association.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to



enforce any lien created by these covenants; and failure of the Community Association, the Declarant, the Architectural Control Committee, any Neighborhood Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by any architectural control committee of a Neighborhood Association established in other covenants that may from time to time be recorded.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition, but subject, to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Declarant, for so long as it or its affiliate holds title to any Unit or Units affected by this Declaration; or alternatively, by an instrument signed by the President of the Community Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by the affirmative vote or written consent of at least two-thirds (2/3rds) of the votes entitled to be cast by the Members at a duly constituted meeting thereof, provided that so long as the Declarant or any of its affiliates is the Owner of any Unit affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole opinion of the Declarant, affects its interest. In the event Atlantic View Beach Club, Inc. is not the Declarant, no amendment may be made which, in the opinion of Atlantic View Beach Club, Inc., adversely affects its interest without its consent. The foregoing sentence may not be amended.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and the By-Laws and the Articles shall take precedence over the By-Laws.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the St. Lucie County Public Records.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent or other action by the Declarant or its affiliates, the Community Association, the Architectural Control Committee or a Neighborhood Association such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or its affiliates, the Community Association or the Architectural Control Committee shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant, Community Association or Architectural Control Committee, as appropriate.

Section 9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Community Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the

easements were originally to have been granted the benefit of such easement and the Members designate hereby the Declarant and the Community Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Members' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any public use.

Section 11. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of Atlantic View Beach Club shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, conditions and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Unit or other property.

Section 12. WARRANTIES AND LITIGATION. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY THE DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAW, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, CONSTRUCTION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF OR IN CONNECTION WITH DECLARANT'S OPERATION OF THE COMMUNITY ASSOCIATION.

ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES.

Section 13. Arbitration of Claims. Without limiting the all-inclusive intended effect of Section 12, above, in the event that there are any warranty, negligence or other claims against the Declarant or any party having a right of contribution from, or being jointly or severally liable with, the Declarant (the "Claims") relating to the design, construction, furnishing or equipping of Atlantic View Beach Club, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code, Chapter 682, Florida Statutes (the "Code"), in the following manner:

(a) The party making the Claims (the "Claimant") shall notify the Declarant of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims

(b) Within thirty (30) days of receipt of the notice of the Claims, the Declarant will engage, at its own expense, a duly licensed engineer (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer shall be independent of the Declarant and the Claimant, not having any then-current business relationship with either. Upon selecting the Arbitrator, the Declarant shall notify the Claimant of the name and address of the Arbitrator.

(c) Within thirty (30) days from the date of his appointment, the Arbitrator shall review the Claims and

supporting materials, inspect the Condominium Property and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Declarant and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Declarant so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost for the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any failure to maintain or mitigate or to any comparative negligence, in all cases whether chargeable to the Claimant or others.

(d) The Declarant shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid or (ii) pay to the Claimants the amount estimated by the Arbitrator to be the cost to correct same after the aforesaid offset.

(e) As to those matters the Declarant elects to correct, upon the completion of all corrective work the Declarant will so notify the Arbitrator (with a copy of such notice to the Claimants) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Declarant and the Claimants on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.

(f) For all purposes, the Final Report and Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Section 682.09 of the Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Section 682.13 of the Code.

(g) The Arbitrator shall not be liable to the Community Association, the Claimant or the Declarant by virtue of the performance of his services hereunder, fraud and corruption excepted.

(h) The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Declarant's payment of Assessments, any deficit funding obligations, the handling of reserves and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute and (ii) meets the independence test set forth above.

(i) In the event that there is any dispute as to the legal validity or effect of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing of the Florida Bar chosen by the Declarant who is independent of the Declarant and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters, shall be suspended for such time as the arbitration provided for in this subsection continues to final resolution.

Section 14. Covenants Running with the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to Atlantic View Beach Club. Without limiting the generality of Section 4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 15. Limitation on Community Association. Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Community Association as same pertains to any condominium located within Atlantic View Beach Club which would cause the Community Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined to subject the Community Association to said Chapter 718. It is the intent of this provision that the Community Association not be deemed to be a condominium association, nor the Common Areas be deemed to be common elements of any such condominium.

Section 16. Acquisition and Improvement of Property. It is the intention hereof, as well as of the Articles of Incorporation and By-Laws, that among the Community Association's powers as a Florida corporation not for profit shall be the power to acquire, improve and dispose of real and personal property. Subject only to the provisions hereof requiring votes of Members for Capital Improvement Assessments and the disposition of Common Areas, the Community Association may exercise the aforesaid powers upon the decision to do so made by a majority vote of the Board of Directors and without the joinder or consent of the Members or any Neighborhood Association, but subject to the prior written approval of the Declarant for so long as it owns any Unit.

Section 17. Disclaimer of Association Liability NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF ATLANTIC VIEW BEACH CLUB INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF ATLANTIC VIEW BEACH CLUB HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING

AND MAINTAINING THE ENJOYMENT OF ATLANTIC VIEW BEACH CLUB AND THE VALUE THEREOF; AND

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA OR ST. LUCIE COUNTY OR THE PREVENTION OF TORTIOUS ACTIVITIES.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF ATLANTIC VIEW BEACH CLUB (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE. EACH OWNER DOES HEREBY RELEASE THE DECLARANT AND THE ASSOCIATION FROM ALL LIABILITY FROM INJURY AND/OR ACCIDENTAL DEATH DUE TO HURRICANE CONDITIONS AND ALL EFFECTS AND RESULTS THEREOF.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING THE COMMUNITY ASSOCIATION, ALL NEIGHBORHOOD ASSOCIATIONS AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

Section 18. Notices and Disclaimers as to Community Systems. The Declarant, the Community Association or the Neighborhood Associations, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. THE DECLARANT, THE COMMUNITY ASSOCIATION, THE NEIGHBORHOOD ASSOCIATIONS AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT CATV WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE COMMUNITY ASSOCIATION, THE NEIGHBORHOOD ASSOCIATIONS OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community Systems agrees that the Declarant, the Community Association, the Neighborhood Associations or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees,

tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Declarant, the Community Association, the Neighborhood Associations, any franchisees of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of the Declarant, the Community Association, the Neighborhood Associations or any franchisee, successor or assign of any of same or any Operator. Further, in no event will the Declarant, the Community Association, the Neighborhood Associations, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

Section 19. Government Approvals. Atlantic View Beach Club shall be subject to and be bound by, and the Declarant and each Owner of any Unit by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to be subject to and bound by, any development orders, zoning approvals and declarations of covenants or restrictions or similar documents binding any portion of Atlantic View Beach Club.

EXECUTED as of the date first above written.

Signed in the presence of: ATLANTIC VIEW BEACH CLUB, INC.,  
a Florida corporation

Caryn Beth Spring  
Richard J. Hays

By: Richard J. Hays  
RICHARD J. HAYS  
Vice President

[CORPORATE SEAL]



STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

The foregoing instrument was acknowledged before me, this 22 day of September, 1989, by RICHARD J. HAYS, as Vice President of ATLANTIC VIEW BEACH CLUB, INC. a Florida corporation, on behalf of such corporation.

My Commission Expires:



Caryn Beth Spring  
Notary Public  
State of Florida at Large

AVBC-MCov/CWE

JOINDER IN DECLARATION OF MASTER COVENANTS FOR  
ATLANTIC VIEW BEACH CLUB

BOCA VEN LAND, INC., a Florida corporation and the owner of a portion of the land described in Exhibit "A" to the foregoing Declaration of Master Covenants for Atlantic View Beach Club hereby joins in said Declaration for the purpose of submitting its interest in the aforesaid land to the covenants, restrictions, easements, charges and liens set forth in said Declaration.

BOCA VEN LAND, INC., a Florida corporation

By: Richard J. Hays  
Richard J. Hays  
Vice President

STATE OF FLORIDA     )  
                                  ) SS.  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 22 day of September, 1989 by Richard J. Hays, as Vice President of Boca Ven Land, Inc., a Florida corporation on behalf of the corporation.

Caryn Beth Spring  
Notary Public, State of Florida

My Commission Expires:



OFFICIAL NOTARY SEAL  
CARYN BETH SPRING  
MY COM. EXP. 11/30/90

AVBCJnd/cwe

EXHIBIT "A"

LEGAL DESCRIPTION

The North 1/2 of Section 14, Township 34 South, Range 40 East, St. Lucie County, Florida, LESS the North 660 feet, the South 1150 feet and State Road A-1-A right-of-way, AND ALSO the North 1/2 of Section 15, Township 34 South, Range 40 East, St. Lucie County, Florida, LESS the North 660 feet and the South 1150 feet thereof,

LESS, however, that portion of the above described property conveyed to St. Lucie County described as follows:

All land in Section 15, lying West of the North and South Waterway lying in and dividing part of Section 15 of the following described property: The North 1/2 of Section 15, Township 34 South, Range 40 East, LESS AND EXCEPTING the North 660 feet and the South 1150 feet thereof.



EXHIBIT "B"

LEGAL DESCRIPTION

Atlantic View Beach Club Condominium area LESS Phases  
One, Two and Three

The North 1/2 of Section 14, Township 34 South, Range 40 East, St. Lucie County, Florida, LESS the North 660 feet, the South 1150 feet and State Road A-1-A right-of-way, AND ALSO the North 1/2 of Section 15, Township 34 South, Range 40 East, St. Lucie County, Florida, LESS the North 660 feet and the South 1150 feet thereof.

LESS, however, that portion of the above described property conveyed to St. Lucie County described as follows:

All land in Section 15, lying West of the North and South Waterway lying in and dividing part of Section 15 of the following described property: The North 1/2 of Section 15, Township 34 South, Range 40 East, LESS AND EXCEPTING the North 660 feet and the South 1150 feet thereof.

LESS AND EXCEPTING the following described three parcels:

Atlantic View Beach Club Condominium No. One

COMMENCING at a point (P.O.C.) being the Northwest corner of Section 14, Township 34 South, Range 40 East, St. Lucie County, Florida, run thence S 01 42'13" W along the West line of said Section 14, a distance of 1488.72 feet to the North line of the South 1150 feet of the North 1/2 of said Section 14; thence run N 89 19'20" E along the North line of the South 1150 feet of the North 1/2 of said Section 14, a distance of 750.88 feet to the POINT OF BEGINNING (P.O.B.) of the herein described parcel; the following seven (7) courses run parallel with or at right angles to the North line of the South 1150 feet of the North 1/2 of said Section 14, thence run North, a distance of 253.50 feet; thence run East, a distance of 276.00 feet; thence run South, a distance of 16.00 feet; thence run East, a distance of 226.00 feet; thence run South, a distance of 127.00 feet; thence run West, a distance of 281.00 feet; thence run South, a distance of 115.00 feet to the North line of the South 1150 feet of the North 1/2 of said Section 14; thence run S 89 19'20" W along the North line of the South 1150 feet of the North 1/2 of said Section 14, a distance of 721.00 feet to the POINT OF BEGINNING. All lying and being in St. Lucie County, Florida.

(continued)

LEGAL DESCRIPTION

Atlantio View Beach Club Condominium No. One

COMMENCING at a point (P.O.C.) being the Northwest corner of Section 14, Township 34 South, Range 40 East, St. Lucie County, Florida, run thence S 01 42'13" W along the West line of said Section 14, a distance of 1488.72 feet to the North line of the South 1150 feet of the North 1/2 of said Section 14; thence run N 89 19'20" E along the North line of the South 1150 feet of the North 1/2 of said Section 14, a distance of 750.88 feet to the POINT OF BEGINNING (P.O.B.) of the herein described parcel; the following nine (9) courses run parallel with or at right angles to the North line of the South 1150 feet of the North 1/2 of said Section 14, thence run North, a distance of 258.00 feet; thence run East, a distance of 276.00 feet; thence run South, a distance of 16.00 feet; thence run East, a distance of 226.00 feet; thence run South, a distance of 127.00 feet; thence run West, a distance of 281.00 feet; thence run South, a distance of 115.00 feet to the North line of the South 1150 feet of the North 1/2 of said Section 14; thence run S 89 19'20" W along the North line of the South 1150 feet of the North 1/2 of said Section 14, a distance of 221.00 feet to the POINT OF BEGINNING. All lying and being in St. Lucie County, Florida.

The herein described parcel contains 93,585 square feet (2.1484 acres) by calculation of this description.

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Atlantic View Beach Club Condominium No. Two

COMMENCING at a point (P.O.C.) being the Northwest corner of Section 14, Township 34 South, Range 40 East, St. Lucie County, Florida, run thence S 01 42'13" W along the West line of said Section 14, a distance of 1488.72 feet to the North line of the South 1150 feet of the North 1/2 of said Section 14; thence run N 89 19'20" E along the North line of the South 1150 feet of the North 1/2 of said Section 14, a distance of 581.60 feet; thence run North at right angles to the last described line, a distance of 258.60 feet to the POINT OF BEGINNING (P.O.B.) of the herein described parcel; the following ten (10) courses run parallel with or at right angles to the North line of the South 1150 feet of the North 1/2 of said Section 14, thence run North, a distance of 87.00 feet; thence run East, a distance of 250.00 feet; thence run North, a distance of 106.00 feet; thence run West, a distance of 60.00 feet; thence run North, a distance of 21.00 feet; thence run West, a distance of 135.00 feet; thence run North, a distance of 16.00 feet; thence run West, a distance of 276.00 feet; thence run South, a distance of 230.00 feet; thence run East, a distance of 271.00 feet to the POINT OF BEGINNING. All lying and being in St. Lucie County, Florida.

Atlantic View Beach Club Condominium No. Three

COMMENCING at a point (P.O.C.) being the Northwest corner of Section 14, Township 34 South, Range 40 East, St. Lucie County, Florida, run thence S 01 42'13" W along the West line of said Section 14, a distance of 550.48 feet to the South line of the North 660 feet of said Section 14; thence run N 89 18'44" E along the South line of the North 660 feet of said Section 14, a distance of 595.87 feet to the POINT OF BEGINNING (P.O.B.) of the herein described parcel; thence continue N 89 18'44" E, a distance of 221.00 feet; the following nine (9) courses run parallel with or at right angles to the North line of the South 1150 feet of the North 1/2 of said Section 14, thence run South, a distance of 115.00 feet; thence run East, a distance of 250.00 feet; thence run South, a distance of 106.00 feet; thence run West, a distance of 60.00 feet; thence run South, a distance of 21.00 feet; thence run West, a distance of 135.00 feet; thence run South, a distance of 16.00 feet; thence run West, a distance of 276.00 feet; thence run North, a distance of 257.97 feet to the POINT OF BEGINNING. All lying and being in St. Lucie County, Florida.

**THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:**

Charles W. Edgar, III, Esq.  
LEVINE, FRANK, EDGAR & TELEPMAN, P.A.  
3300 PGA Boulevard, Suite 500  
Palm Beach Gardens, Florida 33410

Debbie Holman, Clerk of the Circuit Court - St. Lucie County  
File Number: 1635699 OR BOOK 1147 PAGE 2057  
Recorded: 05-26-98 09:55 A.M.

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**AMENDMENT TO DECLARATION OF MASTER COVENANTS  
FOR ATLANTIC VIEW BEACH CLUB**

THIS AMENDMENT is made this 21<sup>st</sup> day of May, 1998 by  
ATLANTIC VIEW BEACH CLUB, INC., a Florida corporation ("Declarant").

**RECITALS**

- A. Declarant is the "Declarant" of and under the Declaration of Master Covenants for Atlantic View Beach Club recorded in Official Records Book 655, Page 2340 of the Public Records of St. Lucie County, Florida (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.
- B. Article V of the Declaration provides for the operation of the Wastewater Facilities, same being part of the Common Areas to be operated and paid for per said Article V.
- C. Since the recording of the Declaration, St. Lucie County has constructed, and has required the Units, condominium common elements and Common Areas to be connected to, a public wastewater system and reclaimed water irrigation system, thus eliminating the need for the Wastewater Facilities.
- D. Accordingly, Declarant, after consultation with the Boards of Directors of the Neighborhood Associations, desires to amend the Declaration to reflect the foregoing and to provide for the collection and payment of charges imposed by St. Lucie County Utilities for the use of its system.
- E. Declarant has the authority, without the joinder or consent of any other party, to amend the Declaration in accordance with Article XV, Section 5 therein and now desires to use said authority for this aforesaid purpose.

NOW, THEREFORE, by virtue of Declarant's authority as aforesaid, Article V of the Declaration is hereby deleted in its entirety and replaced with:

ARTICLE V

WASTEWATER SYSTEM

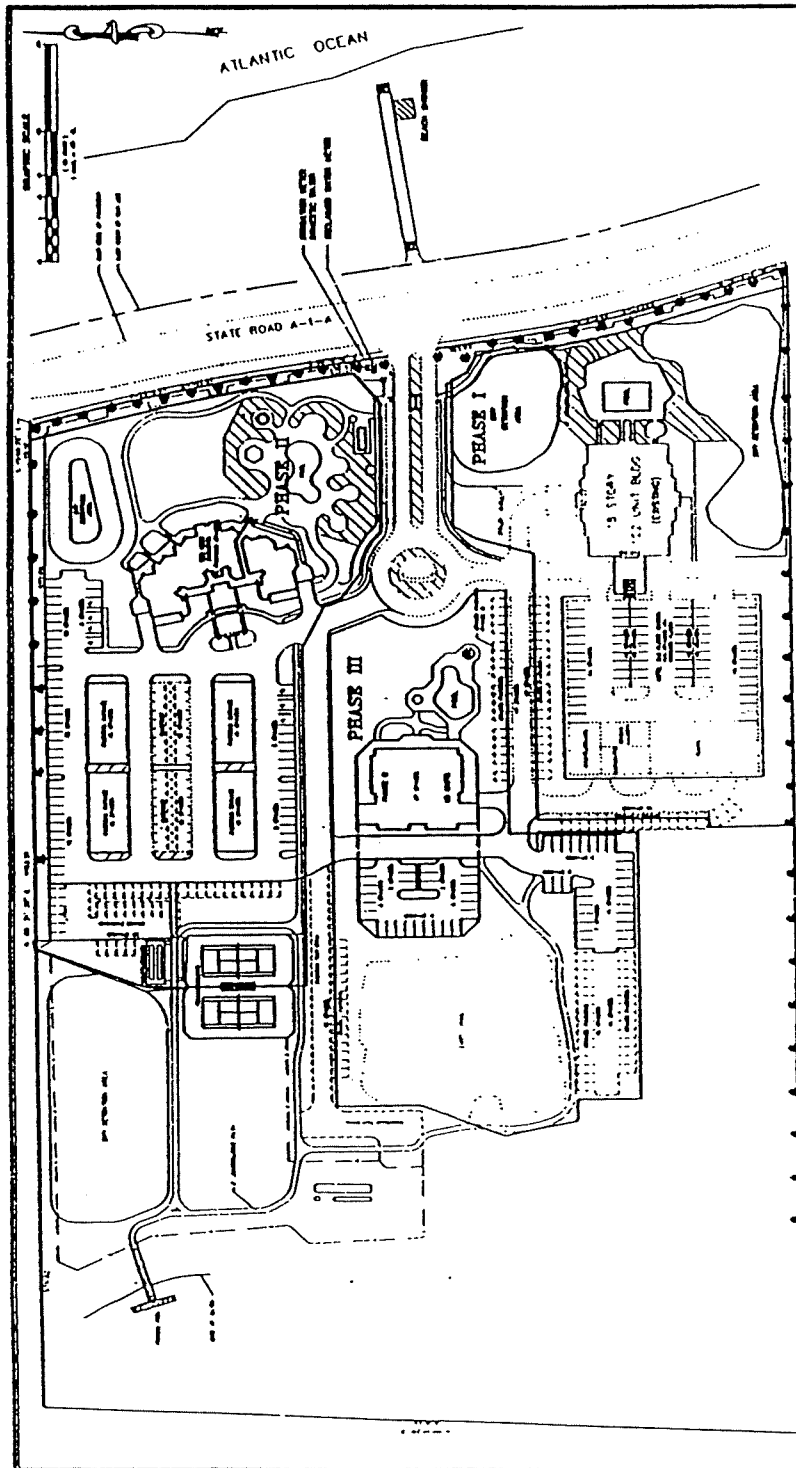
Section 1. Description of System. Atlantic View Beach Club receives wastewater (sewer) service as well as reclaimed water for irrigation from St. Lucie County Utilities, the charges for which are billed to and paid for by the Community Association, wastewater charges being billed as an increment to charges for domestic water. Each Neighborhood Association has a meter for domestic water usage, and separate meters for the irrigation water with potables or reclaimed water used to irrigate the property administered by each Neighborhood Association.

Section 2. System Operation and Maintenance. The Community Association and each Neighborhood Association shall be responsible for the operation, maintenance, repair and replacement of the domestic water, wastewater and irrigation systems within its respective properties at its sole cost and expense.

Section 3. Payment of Expenses. Each Neighborhood Association shall pay the cost of its use of domestic water and wastewater service based upon a reading of its respective meter on a monthly basis. That payment shall be made to the Community Association which, in turn, shall make domestic water and wastewater payments to St. Lucie County Utilities. As to the irrigation water there will be two systems: one using reused water and the other with potable water. The areas to be irrigated by each system are described in Exhibit 1. Each Neighborhood Association shall pay the cost of its used irrigation potable water and reused water service on a monthly basis upon reading of its respective meters or by any other method of distribution to be decided from time to time. These payments shall be made to the Community Association which, in turn, shall make payments to St. Lucie County Utilities.

Section 4. Restrictive Covenant. For so long as St. Lucie County Utilities provides domestic water, wastewater and reused water service to Atlantic View Beach Club no person or entity shall construct or otherwise make available or use water or wastewater from any other source, provided, however, that this restriction shall not apply to a water well or other water source used solely and exclusively for the purpose of supplying water for air conditioning.





ATLANTIC CITY BEACH CLUB		AREAS OF POTABLE WATER USE	
DATE	BY	DATE	BY
PROFESSIONAL ENGINEER STATE OF NEW JERSEY No. 12345		PROFESSIONAL ENGINEER STATE OF NEW JERSEY No. 67890	
PROJECT NO. 1147		SHEET NO. 2060	

DR BOOK 1147 PAGE 2060