

Record and Return to:
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401 SE Osceola St., Suite 101
Stuart, FL 34994

=====THIS SPACE FOR RECORDER'S USE=====

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
TIARA TOWERS, A CONDOMINIUM

The Declaration of Condominium for Tiara Towers was recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 663, Page 696 et.seq., and was amended at Official Records Book 664, Page 1303 et.seq., and amended at Official Records Book 1004, Page 2618 et.seq., and amended at Official Records Book 1004, Page 2623 et.seq., and amended at Official Records Book 1915, Page 2407 et.seq., and amended at Official Records Book 2251, Page 2761 et.seq., and amended at Official Records Book 2798, Page 1961 et.seq., and amended at Official Records Book 2799, Page 2881 et.seq., and amended at Official Records Book 3069, Page 1522 et.seq., and amended at Official Records Book 3269, Page 2614 et.seq., and amended at Official Records Book 3402, Page 1158 The same Declaration of Condominium is hereby Amended and Restated as approved by the members at the meeting held on April 22, 2016.

Rededication

North Tiara Development, Inc., a Florida corporation, and South Tiara development, Inc., a Florida corporation, hereinafter collectively called the "Developer", each for itself and its successors, grantees and assigns, as the holders of fee simple title to the real property described in Composite Exhibit A attached hereto and made a part hereof did dedicate this property to condominium ownership, pursuant to the requirement of Chapter 718 of the Statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act", the provisions of which are hereby incorporated by reference as if fully set forth herein in 1989 at Official Records Book 663, Page 696 of the Public Records of St. Lucie County. The Members now wish to rededicate the property and revise the Declaration of Condominium as follows:

1.00 "Name"

1.01 The name of the condominium is: TIARA TOWERS, A CONDOMINIUM.

1.02 The name of the Unit Owners' Association TIARA TOWERS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida Corporation hereinafter referred to as the "Association".

2.00 "Land"

The land comprising this Condominium is described in Composite Exhibit A attached hereto and made a part hereof, as if fully set forth herein.

3.00 "Definitions"

The terms used in this declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of Section 718.103, Florida Statutes, and as follows unless the context otherwise requires.

- 3.01 "Assessment" means a share of the funds required for the payment of common expenses which, from time to time, is assessed against a Unit Owner.
- 3.02 "Association" means the corporate entity which is responsible for the operation of the condominium.
- 3.03 "Association property" includes that property real and personal, in which title or ownership is vested in the Association for the use and benefit of its Members.
- 3.04 "Board of Directors" means representative body which is responsible for the administration of the Association.
- 3.05 "By-Laws" means the By-Laws of the Association, as they exist from time to time.
- 3.06 "Common Elements" means the portions of the Condominium Property which are not included in the Units and includes within its meaning the following:
- (a) Easements through Units for conduits, ducts, plumbing, wiring, and other facilities, for the furnishing of utility services to Units and the common elements.
 - (b) An easement of support in every portion of a Unit which contributes to the support of a building.
 - (c) The property and installations for the furnishing of utilities and other services to more than one Unit or to the common elements or to a Unit other than the Unit containing such property or installations.
- 3.07 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium. Property, including:
- (a) Expenses of the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out of the powers and duties of the Association, and any other expense designated as common expense by the Condominium Act, this Declaration, the documents creating this Condominium, or the By-Laws;
 - (b) Expenditures made or liabilities incurred by the Association, together with payments or obligations to reserve accounts, for insurance, maintenance, operation, repair, replacement and betterment of the Common Elements;
 - (c) Expenditures or amounts of assessments by the Association for payment of costs , that are the responsibility of a Unit Owner, including but not limited to

costs of repair or damage to a Unit in excess of insurance proceeds and the costs of insurance upon a Unit;

(d) Any valid charge against the Condominium Property as a whole.

- 3.08 "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expenses.
- 3.09 "Common Insured Real Property" means the entirety of the Common Elements and all real property improvements and buildings and standard fixtures located within, installed in, or forming a part of a Unit, specifically excluding floor coverings, wall coverings and ceiling coverings.
- 3.10 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of the Condominium Act, which is comprised of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in the common elements.
- 3.11 "Condominium Act" means and refers to the Condominium Act of the State of Florida (Florida Statutes Chapter 718), as amended from time to time.
- 3.12 "Condominium Documents" or "documents creating the condominium" means this Declaration of Condominium and the exhibits hereto, as they may be amended from time to time.
- 3.13 "Condominium Parcel" means a Unit, together with the undivided share in the common elements which is appurtenant to the Unit .
- 3.14 "Condominium Property" means the lands, leaseholds and personal property that are subjected to condominium ownership by the Condominium Documents, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 3.15 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 3.16 "Garage Ports". Individual parking spaces in open bay garage buildings assigned to Association Members by unit. These assigned parking spaces in open bay garage buildings are Limited Common Elements.
- 3.17 "Institutional Mortgagee" means a bank, trust company, savings bank, federal or state savings and loan association, insurance company, employee pension funds, institutional business trust, Federal Housing Administration, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or other like business entity which holds a mortgage lien on a Unit and insurers or guarantors of same and the successors and assigns of the above entities.

- 3.18 "Insurance Trustee" means an appropriate individual or company (such as an accountant, trust department of a bank or other fiduciary) who shall assist in disbursement of funds for reconstruction after a casualty as per Article 22 of this Declaration.
- 3.19 "Limited Common Elements" means those common elements which are reserved for the use of a certain Unit or Units to the exclusion of all other units, as specified in the Condominium Documents.
- 3.20 "Occupant" means the person or persons, other than the Unit Owners, in possession of the Unit.
- 3.21 "Privately-Owned Garages". Enclosed parking garages within a building of similar garages individually owned by Association Members. These privately-owned garages are Limited Common Elements.
- 3.22 "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.
- 3.23 "Unfinished Surface". The surface of a completed interior unit wall, floor or ceiling before a decorative finish (paint, wallpaper, popcorn, knockdown, carpet, linoleum, etc.) is applied.
- 3.24 "Unit" means a part of the Condominium Property which is subject to exclusive ownership. These Units are described in Article 4 of this Declaration and delineated in Composite Exhibit A to this Declaration. The word "Apartment" shall be deemed to mean the same as the word "Unit" for the purpose of this document and all amendments hereto.
- 3.25 "Unit Owner" or "Owner of a unit" means the Owner or Owners of a Condominium Parcel as stated in a deed to the Unit recorded in the Public Records of St. Lucie County, Florida.
- 3.26 "Utilities Services" as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and all exhibits attached hereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.
- 3.27 "Voting certificate" means a document which designates one of the record title Owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a condominium unit that is owned by more than one Owner or by any entity.
- 3.28 "Voting interest" means the voting rights distributed to the Association Members pursuant to s.718.104(4)(i) of the Condominium Act.

4.00 Description: Unit Boundaries; Ownership.

The Condominium is described as follows:

- 4.01 A survey of land submitted to Condominium ownership is set forth on Composite Exhibit A attached hereto. A graphic description of the improvement or improvements in which Units are located and the identification of each Unit by letter, name or number, so that no Unit bears the same description as any other Unit, and the plot plan thereof, all in sufficient detail to identify the common elements, Limited Common Elements and each Unit and their respective locations and approximate dimensions is attached hereto as Composite Exhibit A. The land described on Composite Exhibit A, and the improvements thereon, together with common elements and Limited Common Elements constitute the Condominium Property. All floor plans and plot plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference.
- 4.02 Unit Boundaries: The following is a description of the Unit boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the following perimetrical boundaries:
- (a) Upper Boundary: The plane of the lowest surface of the unfinished ceiling. In a Unit containing a room in which any part of the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical slab or wall connecting the raised ceiling with the ceiling of the remaining portion of the Unit and the upper boundary shall include the plane of the unfinished surface of the vertical slab or wall that joins the planes of the lowest surfaces of the unfinished horizontal portions of the ceiling.
 - (b) Lower Boundary: The plane of the lowest unfinished floor slab. In a Unit containing a room in which any part of the floor is raised above the level of the floor in the rest of the Unit, the floor slab shall include the vertical slab or wall connecting the raised floor with the floor of the remaining portion of the Unit and the lower boundary shall include the plane of the lowest surface of the unfinished horizontal portions of the floor slabs.
 - (c) Perimetrical Boundary: The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries with the following exceptions: when the vertical planes of the unfinished interior do not intersect with each other on the unfinished interior surfaces of the bounding walls or within an intervening partition, the vertical planes of the unfinished interior surfaces of the bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the Unit. Each Unit includes the doors and windows, which doors and windows shall not be considered common or Limited Common Elements.
 - (d) Balconies/decks. Any balcony or deck abutting a Unit to which there is direct and exclusive access from the Unit shall be for the exclusive use of such Unit and shall constitute a Limited Common Element of the Unit.

4.03 Ownership of each Condominium Parcel shall be in fee simple or in any other estate in real property recognized by law and subject to this Declaration. The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units.

5.00 Limited Common Elements

5.01 Balconies/Decks. Each balcony or deck abutting a Unit to which there is direct and exclusive access from the Unit shall be for the exclusive use of such Unit and shall constitute a Limited Common Element reserved for the exclusive use of the Owner of the Unit to which such balcony or deck abuts. Said Limited Common Element Balconies/Decks are depicted on Composite Exhibit A to this Declaration of Condominium. The use of the Limited Common Element balconies/decks shall be subject to the provisions of the Condominium Documents and such rules as may be promulgated and from time to time amended by the Association. The Association shall be responsible for the maintenance and repair of the Limited Common Element Balconies/Decks.

5.02 Storage Areas. Within the amenity area located on the first floor of each of the two buildings containing Units, as shown on Composite Exhibit A to this Declaration of Condominium, is a room containing 73 individual screened storage areas of approximately 4' by 6' each. The Association shall assign one such storage area to each Unit in the building containing the storage area and shall label each assigned storage area with the Unit designation or such other unique designation as will enable each Unit Owner to identify the storage area assigned to his Unit. Each storage area, upon assignment to a Unit, shall be a Limited Common Element reserved for the exclusive use of the Owner of the Unit to which it is assigned. The Association may reassign the storage areas and said use of the storage areas shall be subject to the provisions of the Condominium Documents and such rules as may be promulgated and from time to time amended by the Association; provided however, each Unit Owner shall have the right to the exclusive use of a storage area as a Limited Common Element appurtenant to his Unit and once assigned to a Unit, a storage area may not be reassigned without the approval of the Owner of the Unit to which it is assigned. The Association shall be responsible for the maintenance and repair of the Limited Common Element Storage Areas.

5.03 Garage ports and Privately-Owned Garages. Certain parking spaces, Garage Ports and Privately-Owned Garages have been designated as Limited Common Elements as shown in Exhibit A, pages 1 and 2. Garage Ports are Limited Common Elements reserved for use by the Unit Owners to which they have been assigned. The parking structures which contain the covered parking spaces are be Limited Common Elements reserved for use by the Owners of the Units to which the covered parking spaces are assigned and the parking structures which contain the garage parking spaces, including the property and installations required for the furnishing of any utilities and other services, if any, to said garage parking spaces and structures, shall be Limited Common Elements reserved for use by the Owner of the Units to which the garage parking spaces are assigned. So long

as each Unit Owner has the right to use at least one assigned parking space, the parking spaces may be re-assigned or transferred among the Unit Owners. (see Article 15 of this Declaration of Condominium for provisions governing transfer of assigned parking)

6.00 Easements.

6.01 Each of the following non-exclusive easements is expressly granted and/or reserved in favor of the Owners and occupants of any Unit, their guests and invitees. Each is a covenant running with the land of the condominium. and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium, to-wit:

- a. Utilities: Blanket non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services in order to adequately serve the Condominium Property; provided, however, easements through a Unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the Unit Owner. In the event any Unit or recreation easements either granted or reserved hereby, by plat or otherwise, shall encroach on said utility easements, such encroachments shall entitle the Owner or Owners of such encroaching property and their institutional mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.
- b. Encroachments: In the event any Unit shall encroach upon any of the common elements, or upon any other Unit, for any reason other than the intentional or negligent act of the unit Owner or in the event that any common element shall encroach upon any Unit, then an automatic non-exclusive easement shall exist to the extent of such encroachments so long as the same shall continue.
- c. Traffic: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be intended and designated for such purposes, and such easements shall be for the use and benefit of the Unit Owners and those claiming by, through, or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that the space may be specifically designated and assigned for parking purposes.
- d. Maintenance: Blanket non-exclusive easements are reserved throughout the common and Limited Common Elements of the Condominium Property, for maintenance purposes in order to adequately maintain such areas.

- e. Access: Each Unit Owner and any officers, agent, employee or designee of the Association or Member of the Board of Directors of the Association shall have access across any Limited Common Elements for the purpose of ingress and egress.
- f. Support: Every portion of a Unit or Limited Common Element contributing to the support of a building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and common or Limited Common Elements in the building.
- g. Perpetual Non-Exclusive Easement in Common Elements: The common elements shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Unit Owners in the condominium for their use and the use of their immediate families, guests and invitees, for all property and normal purposes, and for the furnishings of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.
- h. As provided in Florida Statute 718.111(5), the Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of common elements or Limited Common Elements or to prevent damage to the common elements, Limited Common Elements or other units.
- i. Air Space: An exclusive easement for the use of the air space occupied by a Unit as it exists at any particular time and as the Unit may lawfully be altered.
- j. Easements or Encroachments: Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium Unit.
- k. Easement for Overhangs: Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over Units or any of them.
- l. Air Space: An exclusive easement for the use of the air space occupied by the garage parking facilities as they exist at any particular time and as they may lawfully be altered.

6.02 In the event any easements, herein referred to are encumbered by a lien, other than those on the Condominium Parcels, such liens shall be required to be subordinate or made subordinate to the use-rights of any Unit Owner or Owners whose Condominium Parcel is not also encumbered by said lien. In the alternative, an appropriate nondisturbance agreement may be executed and recorded providing at least in part that the use-rights shall not be terminated with respect to any Unit Owner or Owners whose Units have not been foreclosed for default.

7.00 Share in Common Elements, Prorations of Common Expenses, Ownership of Common Surplus, Restraint on Separation of Common Elements

- 7.01 The undivided interest Owned by each Unit Owner in the common elements is set forth on Exhibit E attached hereto. The percentage assigned each Unit shall be the basis upon which assessments are made, as provided for in Article 14 herein. The proportions or percentages of and manner of sharing common expenses and owning common surplus shall be the same as the undivided shares in the common elements.
- 7.02 The undivided share in the common elements which is appurtenant to a Unit shall not be separate therefrom and shall title to the Unit, whether or not separately described.
- 7.03 A share in the common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.
- 7.04 The shares in the common elements appurtenant to Units shall remain undivided, and no action for partition of the common elements shall lie.
- 7.05 The Board of Directors of the Condominium Association shall have the sole authority to determine whether or not the common surplus shall be distributed to the Unit Owners. If not distributed to the Unit Owners, the common surplus which exists at the end of a year shall automatically be reapportioned and applied to the budget of the next year.

8.00 Common Expenses

- 8.01 Common expenses shall include the costs of carrying out the power and duties of the Association and any other expenses designated as common expenses by this Declaration and the By-Laws including, but not limited to the following:
 - (1) Expenses for the operation, maintenance, repair, replacement or improvement of the common elements, including such amounts, if any, as the Board of Directors shall deem necessary to establish reserves for replacement of the common elements.
 - (2) Expenses of the Association in carrying out its powers and duties.
 - (3) Expenses of obtaining trash removal service and water and sewer service for all Unit Owners.
 - (4) Expenses for obtaining the following services for use in connection with the operation and maintenance of the common elements: electric service, water services, telephone service, sewer service, trash removal service, vermin extermination service, elevator maintenance service, custodial service, lawn and ground maintenance service, security service, if any, and any other utilities service.
 - (5) Premiums of all policies of insurance maintained by the Board of Directors pursuant to Article 22 hereof.

- (6) Fees or compensation due to any manager retained by the Condominium Association and fees for salaries for such employees as may be retained by the Association.
- (7) Such amounts as the Board of Directors deem proper for working capital, general operating reserves, reserves for contingencies and to make up any uncollectible delinquencies in the payment of assessments.
- (8) Fees for legal, accounting and other professional services necessary or desirable for the operation of the common elements or for the administration of the Association.
- (9) Fees payable by the Association to the Florida Division of Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulation.
- (10) Any expense designated or contemplated as a common expense by the provisions of the Condominium Act, this Declaration of Condominium or the By-Laws.
- (11) Expenses agreed upon as common expenses by all Unit Owners.
- (12) Any tax or special assessment levied by a governmental entity against the Condominium Property as a whole.
- (13) Reasonable costs for bulk cable, telephone or internet services, if approved by the Board of Directors.

8.02 (Section deleted in its entirety).

9.00 The Association; Articles of Incorporation; By-Laws

In order to provide for the proficient and effective administration of this condominium by the Unit Owners, a non-profit corporation known as TIARA TOWERS CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its By-Laws and the Rules and Regulations promulgated by the Association from time to time. A copy of the Articles of Incorporation being attached hereto and made a part hereof as Exhibit B.

The By-Laws of the Association shall be the by-laws of this Condominium, a copy of which is attached hereto and made a part hereof as Exhibit C. The By-Laws may be modified or amended as provided in Section 11 of said By-Laws. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or the title to Condominium Units.

10.00 Membership in Association; Voting Rights

- 10.01 The record Owners of all Units in this condominium shall be Members of the Association, and no other persons or entities shall be entitled to membership. There shall be one (1) membership for each Unit and if there is more than one (1) record Owner per Unit, than such membership shall be divided among such Owners in the same manner and proportion as is their ownership in the Unit.

Membership shall be established by acquisition of ownership of fee title to, or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the public records of Saint Lucie County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior Owner as to the parcel designated shall be terminated.

- 10.02 Subject to any provisions of the By-Laws of the Association applicable thereto, each record Owner, or the record Owners collectively, of a Unit shall be entitled to one (1) vote for each Unit owned with respect to all matters on which a vote by Unit Owners is to be taken under the Condominium Documents or the Condominium Act. The vote of the record Owners of a Unit owned by more than one natural person or by a corporate, partnership, trust or other legal entity shall be cast by the person named in a certificate signed by all of the record Owners of the Unit, or by the respective legal entity, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not filed with the Secretary of the Association, the vote of the Owners of such Unit shall not be considered for any purpose, provided however, if:

- (a) A natural person or persons own any interest in a Unit and all such natural persons attend the meeting (whether they be all or less than all the Owners of that Unit) and vote unanimously on a given issue, their vote will be valid on that issue notwithstanding that a voting certificate is not on file with the Association.
- (b) If a husband and wife own all the interest in a Unit and only one spouse attends the meeting, the vote of that spouse will be valid notwithstanding the lack of a voting certificate, provided that neither spouse has filed with the Association a notice protesting votes not unanimously made by both the husband and wife.

11.00 Obligations of Members

- 11.01 Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. In addition to the obligations and duties set forth therein, every Unit Owner shall:

- (a) Promptly pay the assessments and use fees levied by the Association.
- (b) Maintain in a clean and sanitary manner and repair, his Unit and all interior surfaces within or surrounding his apartment Unit (such as the surfaces of the walls, ceilings and floors), and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.
- (c) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and the common and Limited Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Condominium Property by, through or under him do likewise.
- (d) Allow the Board of Directors or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair, replacement of the common elements, or in case of emergency threatening Units or the common elements, or to determine compliance with this Declaration.
- (e) Abide by any rules and regulations as may be established by the Association.
- (f) Not divide or subdivide a Unit for purpose of sale or lease, except that a Unit may be combined with a contiguous Unit and occupied as one single family dwelling.
- (g) Not hang any laundry, garments or other unsightly objects which are visible outside of the Unit.
- (h) Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, so that each Unit, the common elements, and Limited Common Elements shall at all times remain in a clean and sanitary condition.
- (i) Not make any use of a Unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

11.02 Failure of Unit Owners to comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

- (a) A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any Member of his family or his or their guests, invitees, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the common elements.

- (b) In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.
- (c) The failure of the Association or any Unit Owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.
- (d) All rights, remedies and privileges granted to the Association, or a Unit Owner pursuant to any terms, provisions, covenants or conditions of these Condominium Documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.
- (e) The failure of the Association, or a Unit Owner, to enforce any right, privilege, covenant or condition which may be granted to it by these Condominium Documents shall not constitute a waiver of its right to thereafter enforce such right, provision, covenant or condition in the future.
- (f) The failure of an Institutional Lender, as said term is defined herein, to enforce any right, provision, privilege, covenant or condition which may be granted or reserved to it by these Condominium Documents shall not constitute a waiver of the right of said party to thereafter enforce such right, privilege, covenant or condition in the future.
- (g) The Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the By-Laws, or rules of the Association. No such fine will become a lien against a Unit, nor exceed the statutory maximum amount provided for in the Condominium Act, nor be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The Association may also suspend use rights of an Owner for a violation which could be the subject of a fine or for any delinquency in payment over ninety (90) days. (F.S. 718)

12.00 The Association, its Powers and Responsibilities

- 12.01 The powers and duties of the Association shall include those set forth in the By-Laws and the Rules and Regulations promulgated by the Association from time to time, but in addition thereof, the Association shall have all of the powers and duties set forth in the

Condominium Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including but not limited to:

- (1) The irrevocable right to have access to each Unit and Limited Common Element from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements, or for making emergency repairs necessary to prevent damage to the common elements or to any other Unit or Limited Common Element.
- (2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.
- (3) The power to charge a use fee for the expenses relating to the operation, maintenance, repair and replacement of the Limited Common Elements and Article 13.04 maintenance responsibilities. Such use fees shall be made against and be payable by the Unit Owners having the exclusive use of the Limited Common Elements or ownership of items being maintained. The Association shall have the right to enforce the collection of the use fees in the same manner as provided in Article 14, hereof, for the collection of assessments.
- (4) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representative at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives . Such records shall include, but are not limited to a record of all receipts and expenditures and an account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessment came due, the amounts paid upon the account, and the balance due.
- (5) The power to pay any and all taxes which might be assessed against the Association or the Condominium Property as a whole.
- (6) The power to hire employees and to enter into contracts with others for a valuable consideration, for the performance of Association powers and duties and for the maintenance and management of the Condominium Property, including the normal maintenance and repair of the common elements and in connection therewith, the making and collecting of assessments and use fees, perfecting liens for nonpayment and so forth. Service and maintenance contracts may delegate to the service company the duty and responsibility to maintain and preserve the common and Limited Common Elements.
- (7) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for all the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations. The initial rules of the Association are attached hereto and made a part hereof as Exhibit D.

- (8) The power to own, convey and encumber real and personal property.
- (9) The power to execute contracts, deeds, mortgages, leases and other instruments.
- (10) The power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey the same.
- (11) The duty to make available to Unit Owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the Condominium, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.
- (12) The Association may have a manager whose duties and salary shall be prescribed by the Board of Directors of the Association. The manager's salary shall be a common expense paid by the Association and assessed to the Unit Owners as a monthly maintenance or management charge.

12.02 A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

12.03 Upon written request by any holder of a first mortgage, the Association shall furnish to the holder of said first mortgage, a financial statement of the Association for the immediately preceding fiscal year.

12.04 Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any mortgage holder, insurer, or guarantor, will be entitled to timely written notice of:

- (1) Any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage.
- (2) Any sixty day delinquency in the payment of assessments owed by the Owner of any Unit on which it holds the mortgage.
- (3) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (4) Any proposed action that requires the consent of a specified percentage of mortgage holders.

13.00 Maintenance, Limitation Upon Improvement

13.01 The maintenance of the common elements shall be the responsibility of the Association.

13.02 There shall be no material alterations or substantial additions to the common elements or Limited Common Elements, where the cost exceeds 2.5% of the annual budget without the approval of two-thirds (2/3) of the Unit Owners present and voting in person or by proxy. Such alterations or additions, if not subject to a Unit Owner vote, are limited to no more than two (2) separate and distinct endeavors in any calendar years, which shall not exceed the 2.5% limitation in the aggregate.

13.03 No Unit Owner shall make any alterations to his Unit which would remove any portion of, or make any additions to, common elements or do anything that would adversely affect the safety or soundness of the common elements or any portion of the Condominium Property which is to be maintained by the Association. No Unit Owner shall make any alterations to the portions of the improvements of the Condominium which are to be maintained by the Association, or to remove any portion thereof, or make any addition thereto, or do any work which would jeopardize the safety or soundness of the buildings or impair any easement.

13.03.01 Provided however, Unit Owners who own Privately-Owned Garages or Garage Ports assigned to their Units may make material alterations to the Limited Common Element garage parking at their expense and with the approval of the Association. The Association may proscribe any or all such alterations with the exception of Association specified cabinets attached to the rear wall of Garage Port.

13.03.02 Hurricane Shutters or Impact Resistant Glass. For the purpose of protecting the Common Elements and units, all Unit Owners at Tiara Towers are required, at their own expense, to install hurricane shutters or impact resistant glass that meets all St. Lucie County building codes on all windows and sliding glass doors of all Units. Specifications about the design, color and style of the shutters are adopted by the Board and must be followed. All Owners must properly repair, maintain and if required, replace all shutters. All replacement shutters must have advance written approval from the Board to ensure compliance with specifications.

In any case where a Unit Owner fails to properly maintain or replace shutters or windows with impact resistant glass, the Association may proceed to order the repair or replacement and bill the Unit Owner for such installation. The non-compliant Unit Owner must pay for the repair or replacement within fifteen (15) days of receipt of the bill. Should a non-compliant Unit Owner fail to pay when requested to do so, the cost of the shutter or window repair or replacement, along with reasonable administrative fees incurred by the Association, shall be deemed a Special Assessment against that particular non-complying Unit and Unit Owner. Such Assessment shall be treated the same as any other Assessment levied by the Association, and collectable pursuant to Article 14 of this Declaration. In addition to the installation, the Association may, at the option of the Board of Directors, also levy a fine

against a non-complying Unit Owner for failure to maintain or replace mandatory shutters or impact resistant glass.

13.04 In order to insure the uniformity of the exterior appearance of the condominium, the Association shall maintain the exterior of the entry doors to each apartment. If the exterior of the unit entry door is unrepairable, the Association will replace the door at its expense. The cost for this maintenance shall be assessed as a common expense in the same manner as expenses for Limited Common Elements. This provision shall not be construed to change the status of the doors as set forth in paragraph 4.02(c) hereinabove. Nor shall this provision change the responsibility for maintenance of the interior portion of the doors or all door hardware – such as knobs, locks, hinges – which shall remain that of the Owner.

14.00 Assessments, Liabilities, Lien and Priority. Interest Collections

14.01 The Association, through its Board of Directors, subject to the provisions of the By-Laws applicable thereto, shall have the power to fix and determine from to time the sums necessary to provide for the common expenses of the Condominium Property, and shall have the authority and duty to levy and enforce the collection of general and special assessments for common expenses based upon said necessary sums as fixed and determined by said Association. The assessments shall include hazard and liability insurance premiums, which shall be a common expense. A Unit Owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be personally liable for all assessments coming due while he is the Owner of a Unit. Except as provided elsewhere in this Declaration, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

14.02 The initial estimated assessment chargeable to a Unit Owner for the common expenses shall be the amounts set forth in Exhibit F attached hereto.

14.03 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the Unit for which the assessment was made.

14.04 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of highest rate allowed by law. There will also be an administrative late fee payable by the Unit Owner for such late payment, said fee not to exceed that allowed by the Florida Statutes. All payments upon account shall first be applied to interest and administrative late fees and then to the payment or payments first due.

14.05 The Association shall have a lien on each Condominium Parcel for any unpaid assessments with interest and for reasonable attorney's fees incurred by the Association which are incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after the recording of a Claim of Lien in the public records in

the county in which the Condominium Parcel is located which states the description of the Condominium Parcel, the name of the record Owner, the amount due, and the due dates. No such lien shall continue for a longer period than one year after the Claim of Lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. The Claim of Lien shall secure all unpaid assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a final judgment of foreclosure. The Claim of Lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a Satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the Claim of Lien. As used herein, reasonable attorney's fees shall be deemed to mean fifteen percent of the amount sought to be collected or such reasonable greater sums as a court might award at a trial and/or appellate level, but in either event no less than \$150.00 if a foreclosure of lien action is actually filed on behalf of the Association.

The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. Suits to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Said lien shall be effective as and in the manner providing by the Condominium Act and shall have the priorities established thereby.

- 14.06 Liens for assessments may be foreclosed by suit brought in the name of the Association and in the manner of a foreclosure of mortgage on real property, as more fully set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.
- 14.07 Where a mortgagee of a first mortgage of record, or other purchaser of a Unit obtains title to a Condominium Parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or where an institutional mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title and its successors and assigns, shall be liable for one year of past due (or 1% of the original mortgage whichever is less) of common expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure. Any balance of unpaid share of common expenses or assessments shall be and are hereby deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. (F.S. 718.116)

- 14.08 Except as provided in Section 14.07 and in Section 8.02 of this Declaration, any person who acquires an interest in a Unit including, without limitation, persons acquiring title by operation of law shall be liable for the share of common expenses pertaining to the Unit, including assessments due and owing by the former Owner.
- 14.09 Any Unit Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Condominium Parcel. The holder of a mortgage or other lien shall have the same right as to any Condominium Parcel upon which it has a lien. Any person, other than the Owner, who relies upon such certificate shall be protected thereby.
- 14.10 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a Condominium Unit.
- 14.11 Except as set forth in Section 14.07 and in Section 8.02 hereof, no Unit Owner may be excused from the payment of his proportionate share of common expenses of a Condominium unless all Unit Owners are likewise proportionately excused from such payment.

15.00 Parking; Assignment and Transfer.

Tiara parking is to be found in the open parking lots (common areas) reserved for guests and owners, Privately-Owned Garages (Limited Common Elements) and Garage Ports (Limited Common Elements) as depicted on attached Composite Exhibit A.

Garage Ports may be re-assigned or transferred among the Unit Owners with their consent as stated in section 15.01, below, provided any such transfer does not result in any Unit having less than the use of at least one (1) parking space assigned to the Unit. The use of Privately Owned Garages and Garage Ports shall be subject to reasonable rules and regulations as adopted by the Board of Directors.

Privately-Owned_Garage Parking-Use Fee. The Association will charge a use fee against each Unit Owner who owns a garage. The charges shall relate to the expenses incurred in the operation, maintenance, repair and replacement of garage doors, garage openers and structures, including without limitation, expenses for the provision of utilities and for funding reserve accounts. The fee will be determined by dividing the total amount of said expenses by the total number of Privately-Owned Garages.

- 15.01 Re-assignment or Transfer of Assigned Garage Ports and Privately-Owned Garages by Unit Owners. The provisions of Article 19 entitled, "Restrictions on Sales, Rentals, Lease or Transfer", of this Declaration to the contrary notwithstanding, and subject to section 15.01.01, below, Unit Owners from time to time may transfer among themselves their rights in and to the assigned parking spaces constituting Limited Common Elements assigned to their Units; with the written consent of the Association with the following limitations and in the following manner:
- 15.01.01 No such transfer shall result in any Unit having less than the use of (1) parking space assigned to the Unit as a Limited Common Element reserved for the exclusive use of the Owner of the Unit to which the parking space is assigned.

- 15.01.02 Such a transfer shall be evidenced by a written certificate of transfer executed by both the transferor and transferee. It shall identify the transferor by name and as the Owner of a specific Unit and identify that Unit by its Unit designation. It shall also demonstrate the name of the transferee by name and as the Owner of a specific Unit and identify that Unit by its Unit designation. It shall set forth in substance that the transferor is transferring the particular parking space, which is a Limited Common Element assigned to the Unit owned by the transferor, to the transferee's Unit for the purpose of having the particular space become a Limited Common Element assigned to the Unit owned by the transferee. It shall further set forth the consent of the transferor to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a Limited Common Element assigned to the transferee's Unit subject in full to the provisions of the Condominium Documents and the rules of the Association.
- 15.01.03 The certificate of transfer shall be executed with the formalities for deeds in the State of Florida. The certificate shall be promptly recorded and if it contains the required consent of the Association it shall be effective upon recording.
- 15.01.04 The consent of the Condominium Association may be evidenced on the Certificate of transfer or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Association's consent shall have been obtained. Such consent may be in any form the Association may choose and shall be executed with such formalities as are required of affidavits and for the recording of affidavits among the Public Records of the State of Florida.
- 15.01.05 Once the aforementioned certificate of transfer shall have been duly executed and recorded in accordance with the provisions of this Article 15 and the consent of the Condominium Association shall have likewise been given and so recorded, the Declaration of Condominium shall be deemed amended to the extent necessary to conform to that transfer as authorized under this Article 15, the provisions of Article 20.00 "Amendment To Declaration", to the contrary notwithstanding.
- 15.01.06 Nothing herein shall be deemed to authorize the transfer of any Limited Common Element or appurtenance to a Unit or any part or share thereof to any person or persons whomsoever except the Limited Common Elements that constitute parking spaces may, as herein provided, be transferred among Unit Owners provided that at no time may such parking spaces or any of them be assigned or owned in whole or in part by any person or persons who are not Unit Owners. Any transfer of a parking space by any person, with or without the consent

of the Association, to any other person or persons who is or are not Unit Owners, shall be totally void.

16.00 (this space intentionally left blank)

17.00 Non-Liability Management

17.01 Limitation of Board of Directors Liability. The Board of Directors and its officers:

- (i) shall not be liable for the failure of any service to be obtained and paid for by the Condominium Association hereunder, or for injury or damage to persons or property caused by the elements or by a Unit Owner or person on the Condominium Property, or resulting from electricity, water, rain, dust or sand which may leak or flow from the outside or from any parts of the buildings, or from any of the pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by their willful misconduct or gross negligence;
- (ii) shall not be liable to the Unit Owners for any mistake of judgment, or simple negligence;
- (iii) shall have no personal liability under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Condominium Association in the performance of their duties;
- (iv) shall not be liable to a Unit Owner for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants or guests in Unit or in or on the common elements except for their own willful misconduct or gross negligence;
- (v) shall have no personal liability in tort to a Unit Owner or any other person or entity direct or imputed, by virtue of acts performed by or for them or otherwise, except for their own willful misconduct or gross negligence in the performance of their duties; and
- (vi) shall have no personal liability arising out of the use, misuse or condition of the Condominium Property or for any other reason whatsoever, or which might in any way be assessed against or imputed to them as a result or by virtue of their performance of their duties except for their own willful misconduct or gross negligence.

17.02 Indemnification of Board of Directors. Each Member of the Board of Directors and/Or officers of the Condominium Association shall be indemnified by the Condominium Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding in which he may be involved by reason of his being or having been a Member and/or officer of the Board of Directors, or any settlement thereof, whether or not he is a Member of the Board of Directors and/or officer at the time such expenses are incurred, except in such cases wherein the Member of the Board of Directors and/or officer is adjudged guilty of willful

misconduct or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only if and when the Board of Directors (with the affected Member abstaining if he is then a Member of the Board of Directors) approves such settlement and reimbursements as being in the best interest of the Condominium Association. The indemnification by the Unit Owners set forth in this Article 17 shall be paid by the Condominium Association and shall constitute a common expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Member of the Board of Directors and/or officer may be entitled as a matter of law or agreement or vote of Unit Owners or of the Board of Directors or otherwise.

17.03 Liabilities of Individual Unit Owners. The Unit Owners and any lessees of sub-lessees of a Unit shall be jointly and severally liable for liabilities arising out of their own conduct or arising out of the ownership, occupancy, use, misuse or condition of such Unit.

17.04 Language Concerning Liability in Agreements. Every agreement, contract, deed, lease, mortgage, or other written instrument of documents, or other transaction entered into by the Association shall provide, if reasonably obtainable, that the officers executing the same are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except to the extent, if any, that they may also be Unit Owners at the time any such liability is assessed) that any claim by the other party or parties thereto in respect thereto to the subject matter thereof shall be asserted against the Association, which shall act on behalf of the Unit Owners in respect thereof, that any liability thereunder or in respect of the subject matter thereof shall be borne by those who are Unit Owners at the time such liability is assessed by the Association as a common expense, for which assessment each Unit Owner shall be liable only severally to the extent of his proportionate interest in the Condominium Property as herein provided.

17.05 Notice of Suit and Opportunity to Defend. Complaints brought against the Association or the Board of Directors, officers, employees or agents thereof, in their respective capacities as such, or the Condominium Property as a whole, shall be directed to the Board of Directors, which shall give written notice thereof, in the case of complaints containing major allegations, to the Unit Owners and first mortgagees, and shall be defended by the Condominium Association. Complaints of a nature specified in Article 17.03 hereof against one or more but less than all Unit Owners or Units shall be defended by such Unit Owners who shall promptly give written notice thereof to the Association and to the first mortgagees holding mortgages on such Units.

18.00 Use Restrictions

The use of the property of the condominium shall be in accordance with the following provisions:

18.01 No Unit may be used for any purpose other than as a single family residence for the Unit Owner and the Members of his family, social guests and approved tenants. No Unit may be occupied by more than two persons per bedroom for each Unit unless approved by the Association. It shall be the obligation of the Unit Owner to inform any lessee or

prospective purchaser of the Unit of this occupancy restriction. Occupancy by guests shall be covered by the rules and regulations of the Condominium.

- 18.02 The Association shall have the right to prohibit pets or to establish the terms and conditions upon which pets may be kept or maintained by the Unit Owners in their Units or on the common or Limited Common Elements, including the right to establish pet walking areas and to require the removal of pets that are a nuisance. A reasonable pet fee may be established by the Association and the Association shall have the right to enforce the collection of said fee from pet owners in the same manner as provided in Article 14 for the collection of assessments. No pets weighing over twenty pounds shall be permitted on the Condominium Property. No breed of dog known as a "pit-bull" shall be allowed on the Condominium Property. The Association shall be authorized to make and amend from time to time rules and regulations concerning pets, including but not limited to the number of pets kept in any Unit, the type, size, and breed of pet allowed on the Condominium Property; and to take such measures as are necessary to enforce such rules and regulations, including the levying of fines. No pet shall be permitted to become a nuisance to anyone in the Condominium and the Association may adopt procedures for the removal of pets that become a nuisance. Having a pet on the premises is a privilege extended only to Unit Owners and does not extend to guests, tenants or lessees.
- 18.03 No nuisances shall be allowed on the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any" use of his Unit, Limited Common Element, if any, or of the common elements which will increase the rate of insurance upon the Condominium Property.
- 18.04 No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- 18.05 Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the condominium upon request.
- 18.06 No Unit Owner shall use or permit the use of his Unit for any purpose other than as a single family residence for himself and the Members of his family, social guests and approved tenants.

- 18.07 No Unit Owner shall permit or suffer anything to be done or kept in his Unit or Limited Common Element, if any, which would increase the insurance rates on his Unit, Limited Common Element or the common elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them with unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral or illegal act in his Unit, Limited Common Element, if any, or on the common elements.
- 18.08 No alteration, repair, replacement or change of any Unit component, including the relocation of walls, door openings, plumbing, fixtures, or lines, electrical lines, vents or any structure component Limited Common Element, if any, or of the common elements shall be made without the prior written consent of the Association. This restriction specifically includes, but is not limited to, a prohibition against Unit Owners installing tile or other floor covering in their units unless such is of a type designed to have sufficient noise dampening or "soundproofing" qualities and unless any such Unit Owner obtains the prior approval of the Association.
- 18.09 No sign, advertisement, or notice of any type shall be shown on the common or Limited Common Elements or on any Unit, nor shall any exterior antennas or aerials be erected except as provided in uniform regulations promulgated by the Association.
- 18.10 No repairs to any plumbing or electrical wiring within any Unit shall be made except by plumbers or electricians authorized to do such work by the proper governmental authorities. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligations of the Owner of the Unit. The Association shall be responsible for plumbing repairs and electrical wiring within the common elements.
- 18.11 No garage or covered parking space shall be used except by the person or persons to whom the garage or covered parking space has been specifically assigned; and except in the manner in which it is intended to be used.
- 18.12 No screens, jalousies or other enclosures shall be placed on balconies or other parts of a building even though such areas may be Limited Common Elements, without the Association's consent.
- 18.13 No boats, trailers, pick-up trucks, recreational vehicles or other such vehicles shall be kept on the condominium property unless such vehicles are properly kept within garage parking spaces with the garage door kept fully closed.

19.00 Restrictions on Sales, Rentals, Lease or Transfer

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the acquisition and transfer of Units by any Owner shall be subject to the following provisions so long as the condominium exists and the condominium buildings in useful condition exist upon the land, which provisions each Unit Owner covenants to observe:

- 19.01 Any attempt to sell, rent or lease a Unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee, provided,

however, any deed or lease may be validated by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided.

- 19.02 Should a Unit Owner wish to sell, transfer, lease or rent his Unit, he shall, before making or accepting any offer to purchase, sell, lease or rent his Unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has made or received, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association.
- 19.03 The Board of Directors of the Association, within ten days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said Notice, or by written notice delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner for such notice), disapprove the transaction.
- 19.04 If the Unit Owner proposes to lease his Unit and the lease is not approved, the lease shall not be made. If the Unit Owner proposes to sell or transfer his Unit, the Board may disapprove the transfer if a background check of the proposed Owner shows a history of criminal convictions. No transfer of any type will be approved unless the proposed Owner or tenant agrees in writing to comply with Association rules and regulations.
- 19.05 In the event of a sale or lease to a third party is approved by the Board of Directors of the Association but is not ultimately consummated or the Unit Owner withdraws his offer to the Association or rejects the offer of the stated designee of the Association, the Unit Owner may not sell, lease or rent his Unit without further complying with the terms and conditions of this Article 19.
- 19.06 The consent of the Board of Directors of the Association shall be in proper recordable form, signed by two officers of the Association and shall be delivered to the purchaser or Lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth. The approval certificate of a lease shall not require a "notarized recordable" form unless specifically requested by the Unit Owner.
- 19.07 The sub-leasing or sub-renting of a Unit Owner's interest shall not be allowed. There is hereby imposed a minimum rental period restriction that Unit Owners may rent or lease their Unit, and leases shall be for a minimum period of not less than sixty (60) days. No lease may be for more than one year. Any proposed lease renewal or extension is subject to review and approval or disapproval by the Board of Directors. The Association shall have the right to require that a substantially uniform form of lease be used or in the alternative, the Board of Director's approval of the lease form to be used shall be required. After approval, as herein set forth, entire Units may be rented provided the occupancy is only by the lessee, his family and guest. No individual rooms may be

rented. The Association is hereby given the authority to require as a condition to permitting the letting or renting of a Unit that a security deposit in an amount not to exceed the equivalent of one month 's rent be deposited into an escrow account maintained by the Association.

19 .08 If a corporate entity is the Owner of a Unit, it may designate the occupants of the Unit as it desires and for such period of time as it desires so long as it complies with the provisions of this Article 19. The foregoing shall not be deemed as assignment or sub-leasing of a Unit, so long as the Board of Directors consent to said designated occupants.

19 .09 No fee shall be charged in connection with the proposed transfer or approval in excess of the expenditures reasonably required for credit report and criminal background report expenses, which fee shall not exceed that allowable by the Florida Statutes.

19.10 If any Unit Owner shall acquire his title by gift, devise, inheritance or by any manner not heretofore considered the continuance of his ownership of his Unit shall be subject to the approval of the Association. A Unit Owner who has so obtained his title shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require and a certified copy of the instrument evidencing the Owner's title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the transfer of ownership and if the Association disapproves the transfer of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval. If the notice herein required is given, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the President, in recordable form, and shall be delivered to the Unit Owner and shall be recorded in the public records of St. Lucie County, Florida, at the expense of the Unit Owner.

19.11 Anything in this Article 19 to the contrary notwithstanding, should any Unit at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the Owner of said Unit through foreclosure, deed in lieu of foreclosure, or other means, shall have the right to sell, lease or otherwise transfer said Unit, including ownership thereof, with prior approval of the Board of Directors as per Article 19.02-19.04.

20.00 Amendment to Declaration

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

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

20.02 An amendment may be proposed by either the Board of Directors or by fifty-one percent (51%) of the Members of the Association. A resolution adopting a proposed

amendment must bear the approval of not less than a majority of the entire membership of the Board of Directors and 51% of the Members of the Association present for voting, in person or by proxy. Directors and Members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

20.03 In the alternative to the procedure set forth above, an amendment may be made by an agreement signed and acknowledged by all of the record Owners of the Units in the Condominium in the manner required for the execution of deeds, and such amendment shall be effective when recorded in the public records of St. Lucie County, Florida.

20.04 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by Members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

20.04.01 Not less than fifty percent (50%) of the votes of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association.

20.04.02 Any amendment adopted pursuant to the provisions of Section 20.04 shall not materially adversely affect the property rights of Unit Owners, unless the affected Unit Owners consent in writing.

20.05 Proviso. No amendment shall discriminate against any Unit Owner or against any Unit, or class or group of Units, unless the Unit Owners so affected and their institutional mortgagees shall consent; and no amendment shall change any Unit or the share in the common elements, and other of its appurtenances or increase the Owner's share of the common elements, and other of its appurtenances, or increase the Owner's share of the common expenses, except as hereinabove provided, unless the Owner of the unit concerned and all such mortgagees as first above recited, shall join in the execution of the amendment.

20.06 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Saint Lucie County, Florida.

20.07 Amendments. The Article concerning termination cannot be amended without consent of all Unit Owners and all record Owners of mortgages upon condominium parcels.

21.00 Termination of Condominium

21.01 Destruction. In the event of damage or destruction to the condominium property as provided in paragraph 22.05 of this declaration, the condominium may be terminated according to the provisions of said paragraph 22.05.

- 21.02 All of the Unit Owners may remove the Condominium Property from the provisions of the Condominium Act by an instrument to that effect, duly seconded, provided that the holders of all liens affecting any of the Condominium Parcels consent thereof, or agree in either case by instruments duly recorded, that their liens be transferred to the undivided share of the Unit Owner in the property as hereinafter provided.
- 21.03 Upon removal of the Condominium Property from the provisions of the Condominium Act, the Condominium Property shall be deemed to be owned in common by the Unit Owners. The undivided share in the property owned in common by each Unit Owner shall be the undivided share previously owned by such Owner in the common elements.
- 21.04 Upon termination of the Condominium in any manner, all liens upon the Condominium Parcels shall be transferred to the respective undivided shares of the Owners as tenants in common in their same priority.
- 21.05 The termination of the Condominium shall not bar the creation of another Condominium affecting the same property.
- 21.06 In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner or institutional mortgagee shall have the right to petition a Court of equity having jurisdiction in and for St. Lucie County, Florida for equitable relief, which may, but need not necessarily work to enforce compliance with the above provisions.

22.00 Insurance Provisions.

The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the dwelling Unit Owners shall be governed by the following provisions:

- 22.01 Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association, individually and as agent for the dwelling Unit Owners, without naming it as agent for their mortgagees. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of dwelling Unit Owners.
- 22.02 Coverage.
 - (a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as building on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.
3. Items Excluded. As provided in Florida Statute 718, the Association's policy shall exclude the following items which must be covered by each Owner's individual policy:

All floor, wall and ceiling coverings
Electrical fixtures and appliances
Heating equipment
Water heaters
Water filters
Built-in cabinets and cabinet tops
Window treatments
Hurricane Shutters
Owner added improvements

- (b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile coverage, and with cross liability endorsement to cover liabilities of the dwelling Unit Owners as a group to a dwelling Unit Owner.
- (c) Workmen's compensation policy to meet the requirements of the law.
- (d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

22.03 Premiums. Premium upon insurance policies purchased by the Association shall be paid by the Association and charged to the dwelling Unit Owner in accordance with the undivided share in the common elements appurtenant to the dwelling unit owned by him.

22.04 Insurance Proceeds. Insurance proceeds shall be utilized for repair of damage of the property covered by the Association's insurance policy pursuant to Florida Statute 718.

Should it be determined, as set out in this Article, that the buildings should not be restored, then the proceeds of insurance will be distributed equally to all Unit Owners.

- (a) Common Elements. Proceeds on account of damage to common elements; an undivided share for each dwelling Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.

- (b) Dwelling Units. Proceeds on account of damage to dwelling units shall be held in the following undivided shares:
1. When the Buildings are to be Restored - for the Owners of damaged dwelling units in proportion to the cost of repairing the damage suffered by each dwelling Unit Owner, which cost shall be determined by the Association;
 2. When the Buildings are not to be Restored - an undivided share for each dwelling Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.
- (c) Mortgagee. In the event a mortgagee endorsement has been issued as to a dwelling unit, the share of the dwelling Unit Owner shall be held for the mortgagee and the dwelling Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except distributions of mortgage debt any insurance proceeds, except distributions of such proceeds made to the dwelling Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

22.05 Distribution of Proceeds. Proceeds of insurance policies received by Association shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- (a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be distributed to the beneficial Owners, remittance to dwelling Unit Owners and their mortgagees being payable jointly to them as their interests may appear. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.
- (b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to dwelling Unit Owners and their mortgagees being payable jointly to them as their interest may appear. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.
- (c) Certificate. In making distribution to dwelling Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to the names of the dwelling Unit Owners and their respective shares of the distribution.

- 22.06 Association as Agent. The Association is irrevocably appointed agent for each dwelling Unit Owner and for each Owner of a mortgage or other lien upon a dwelling unit and for each Owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.
- 22.07 Owner's Policy. Each Owner shall maintain an adequate Owner's policy for the purpose of protecting the Owner's property and the Common Elements. Such policy shall cover all items within a unit and not covered by the Association policy pursuant to Florida Statute 718.111(11).
- 22.08 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
- (a) Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
- (b) Resident Buildings.
1. Lesser Damage. If the damaged improvement is a building or buildings and if dwelling units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within 120 days after the casualty it is determined by agreement of ninety percent (90%) of the Owners that the condominium shall be terminated.
2. Major Damage. If the damaged improvement is a building or buildings, and if dwelling units to which more than ninety percent (90%) of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired unless within 60 days after the casualty the Owners of ninety percent (90%) of the common elements agree in writing to such termination.
- 22.09 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a unit building or buildings, by the Owners of not less than two-thirds (2/3) of the common elements, which approval shall not be unreasonably withheld.
- 22.10 Responsibility. The Association shall be responsible for repair of all common items and any portions of the dwelling unit covered by the Association's insurance.

- 22.11 Estimates of Costs. As soon as reasonable after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.
- 22.12 Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, including the aforesaid fees and premiums, assessments shall be made in sufficient amounts to provide funds for the payment of the payment of such costs. Such assessments shall be equal against all Unit Owners.
- 22.13 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from the assessments against dwelling Unit Owners, shall be distributed in payment of such costs in the following manner:
- (a) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$100,000.00, then the sums paid upon such assessments may be deposited by the Association with an Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.
- (b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against dwelling Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner and order:
1. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary or an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
 2. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$100,000, then the construction fund that may be held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon

approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

3. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund established, such balance shall be distributed to the Unit Owners in equal shares.
4. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the dwelling Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, not to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a dwelling Unit Owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect or engineer named by the Association shall be first obtained by the Association upon disbursements in payments of costs of reconstruction and repair.

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23.00 Miscellaneous

- 23.01 If any provisions of this Declaration, or of the By-Laws or any other Condominium Documents or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the By-Laws or other Condominium Documents or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.
- 23.02 Whenever notices are require to be sent hereunder, the same shall be sent to the Unit Owners by regular mail, at their place of residence in the Condominium, unless the Unit Owner has, by written notice duly received for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall

be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

- 23.03 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Documents and Rules and Regulations and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one or more Unit Owners, and the prevailing party shall be entitled to recover attorney's fees. Such relief shall not be exclusive of other remedies provided by law.
- 23.04 If any Unit Owner, or any party acting by, through or for any Unit Owner, or any occupant, shall have a claim, complaint, dispute or other cause of dissatisfaction of whatever nature, arising out of the Condominium Documents, the conduct of the Association (or any Board Member, officer or agent of the Association), the complaining party shall transmit the substance of the claim, complaint, dispute or dissatisfaction and deal with the Association, as the case may be, in the following manner:
- (1) The nature of the claim, complaint, dispute or dissatisfaction shall be set forth in writing and delivered to the Association.
 - (2) Within twenty (20) days of the receipt of the writing, the party receiving said notice shall deal with the claim, complaint, dispute or dissatisfaction in such manner as said party shall determine, in their sole discretion.
 - (3) If the complaining party is for whatever reason not satisfied with the response of the Association, the complaining party shall have the right to request in writing a meeting with the Board of Directors of the Association and the Board of Directors shall be obligated to comply with such request within twenty (20) days. Said meeting shall be open to all Unit Owners.
 - (4) The complaining party may proceed with other remedies including legal action, only after the passage of twenty (20) days from the date of the meeting.
- 23.05 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same. As used herein, the term "Member" means and refers to any person, natural or corporate, who is a Unit Owner.
- 23.06 No Unit shall be occupied by more than one family, as more particularly stated in Section 18.01.
- 23.07 A tenant of any Unit Owner shall have the same right and limitations to use the recreational facilities as the Owner of said Unit has, if any. In no event shall any individual or family other than the individual or family residing in the Condominium Unit

and their guests be entitled to use said recreational facilities, if any. A Unit Owner relinquishes all recreational privileges when his unit has been rented or leased.

- 23.08 The Association shall have the right to prohibit pets or to establish the terms and conditions upon which pets may be kept or maintained by the Unit Owners in their Units or on the common elements, including the right to establish pet walking areas and to require the removal of pets that are a nuisance. A reasonable pet fee may be established by the Association and the Association shall have the right to enforce the collection of said fee from pet owners in the same manner as provided in Article 14 for the collection of assessments.
- 23.09 This Declaration and all Exhibits thereto shall be binding upon and inure to the benefit of each Unit Owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any Unit Owner.
- 23.10 Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Condominium Documents, under the terms of or as to any of the provisions of this Declaration or any of the Condominium Documents, said dispute or litigation shall be determined pursuant to the Laws of the State of Florida and venue for the same shall be in Saint Lucie County, Florida.
- 23.11 The captions and numbering scheme for Articles, Sections, Paragraphs or other portions of this Declaration appearing herein have been inserted for convenience and reference only. They shall not be deemed in any way to define, limit, or extend the scope of the articles, sections, paragraphs, or other portions to which they appertain.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 5th day of AUGUST, 2016.

WITNESSES:



Witness #1 Signature

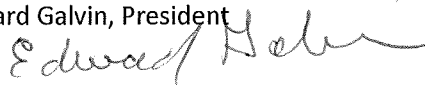
Andy Brian
WALY BRALOR
Witness #1 Printed Name


Witness #2 Signature

Lauri Stevens
Witness #2 Printed Name

Tiara Towers Condominium Association, Inc.

By: 
Edward Galvin, President



Julie Barrett
Witness #1 Signature

Julie Barrett
Julie Barrett
Witness #1 Printed Name

Lauri Stevens
Witness #2 Signature

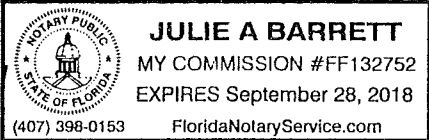
Lauri Stevens
Witness #2 Printed Name

By: Douglas Chartrand
Douglas Chartrand, Secretary

Corporate Seal

STATE OF FLORIDA
COUNTY OF Indian River

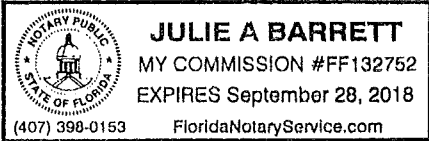
The foregoing instrument was acknowledged before me this 5th day of August, 2016
by Edward Galvin as President of Tiara Towers Condominium Association, Inc., [] who is personally known to me
or [] who has produced identification [Type of Identification: _____].

Notary Seal 
JULIE A BARRETT
MY COMMISSION #FF132752
EXPIRES September 28, 2018
(407) 398-0153 FloridaNotaryService.com

Julie Barrett
Notary Public

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 5th day of August, 2016
by Douglas Chartrand as Secretary of Tiara Towers Condominium Association, Inc., [] who is personally known to
me or [] who has produced identification [Type of Identification: _____].

Notary Seal 
JULIE A BARRETT
MY COMMISSION #FF132752
EXPIRES September 28, 2018
(407) 398-0153 FloridaNotaryService.com

Julie Barrett
Notary Public

ACTIVE: T18439/338835:8485027_1

TIARA TOWERS, A CONDOMINIUM

Description

A parcel of land comprised of Lots 8 through 20, inclusive, of Block "B" in the Subdivision entitled "NORTH BEACH SUBDIVISION UNIT NO. 1" as recorded in Plat Book 7 at Page 50 and that portion of Government Lot 2 lying East of State Road A-1-A and North of a line that is 339.00 feet North of and parallel with the South line of Tract "R" in the Subdivision entitled "CORAL COVE BEACH" as recorded in Plat Book 11 at Page 30A, all as recorded in the Public Records of St. Lucie County, Florida. As a secondary method of defining the location of this property, the following is a geometric description of the herein described parcel:

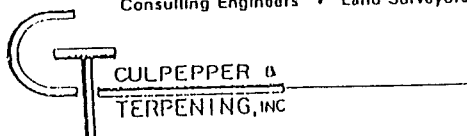
BEGINNING at a point (P.O.B.) being the Northwest corner of said Lot 8, run thence South $16^{\circ}09'34''$ East along the East right-of-way line of State Road A-1-A, 239.01 feet to a point of curvature of a curve concave to the West having a radius of 2914.93 feet, a central angle of $04^{\circ}28'11''$ and a chord of 227.34 feet; thence Southerly along the arc of said curve, 227.40 feet; thence South $11^{\circ}41'23''$ East along the East right-of-way line of State Road A-1-A, 216.39 feet; thence South $89^{\circ}58'44''$ East, 620.56 feet, more or less, to the mean high water line of the Atlantic Ocean; thence Northerly along said mean high water line, 687.43 feet, more or less, to the North line of said Lot 8; thence South $89^{\circ}39'54''$ West along the North line of said Lot 8, 616.67 feet to the point of BEGINNING.

All lying and being in Section 25, Township 34 South, Range 40 East, St. Lucie County, Florida.

LEGAL DESCRIPTION

TIARA TOWERS,
A CONDOMINIUM

Consulting Engineers • Land Surveyors



O. R. BOOK 664 PAGE 1305

EXHIBIT A

PAGE 1 OF 40

SURVEYOR'S CERTIFICATE

The undersigned, being a surveyor authorized to practice in the State of Florida, hereby certifies that construction of the improvements within TIARA TOWERS, A CONDOMINIUM, is substantially complete so that the materials comprising Exhibit A, pages 1 through 40 to the Declaration of Condominium of TIARA TOWERS, A CONDOMINIUM, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements comprising the Condominium, and so that the identification, location and dimensions of the common elements and of each Unit within the Condominium can be determined from these materials.

Culpepper & Terpening, Inc.

By: _____

E. Brett Culpepper
Reg. Land Surveyor #3331
State of Florida

Date: Nov 15, 1989

SURVEYOR'S CERTIFICATE

TIARA TOWERS,
A CONDOMINIUM

O. R. BOOK 664 PAGE 1306

Consulting Engineers • Land Surveyors

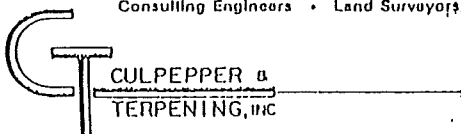
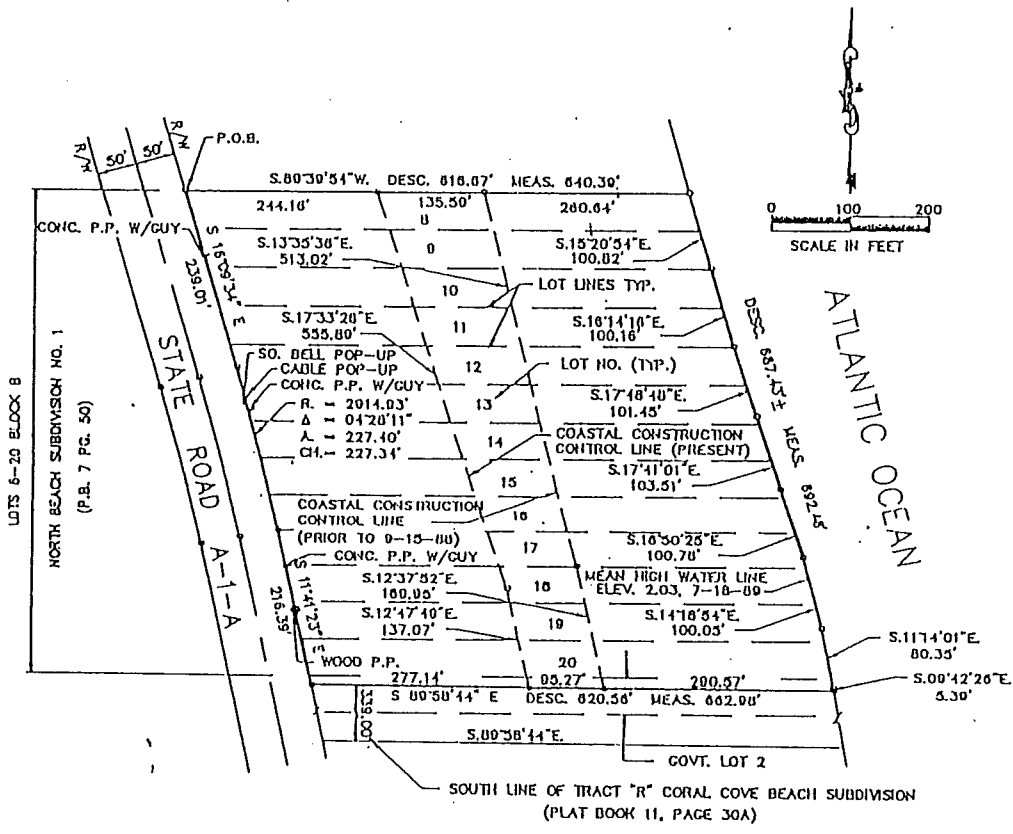


EXHIBIT A

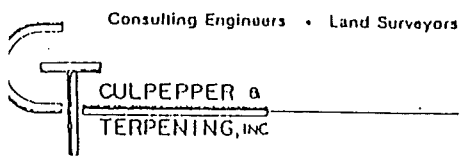
PAGE 2 OF 40



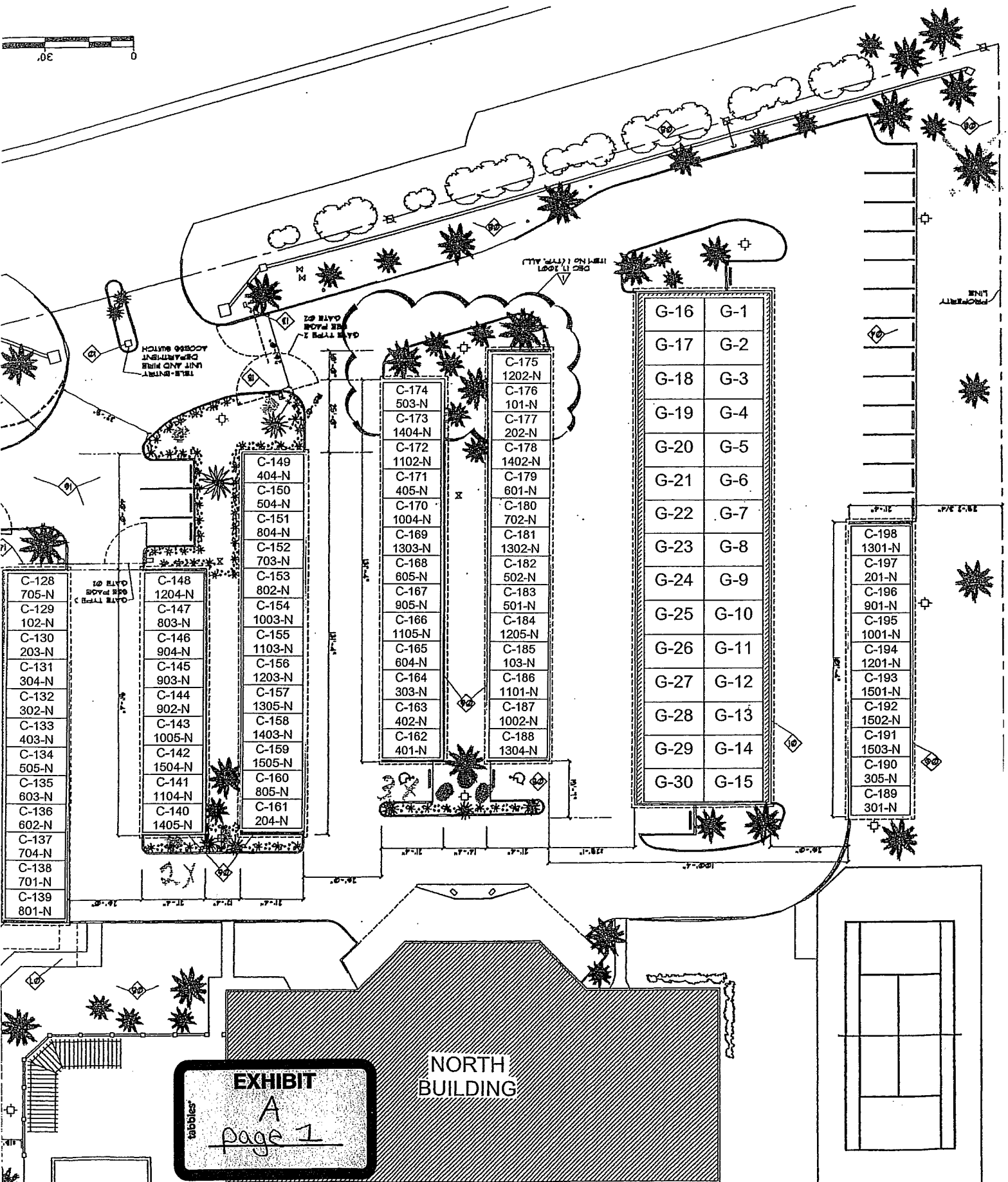
BOUNDARY SURVEY

TIARA TOWERS,
A CONDOMINIUM

O. R. BOOK 664 PAGE 1307



ENTRY GATES SITE PLAN



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- 705-N
- C-129
- 102-N
- C-130
- 203-N
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- 304-N
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- 302-N
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- 403-N
- C-134
- 505-N
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- 603-N
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- 602-N
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- 704-N
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- 801-N

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- 1402-N
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- 702-N
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- 1302-N
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- 502-N
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- 1205-N
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- 103-N
- C-186
- 1101-N
- C-187
- 1002-N
- C-188
- 1304-N

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| G-17 | G-2 |
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| G-19 | G-4 |
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| G-21 | G-6 |
| G-22 | G-7 |
| G-23 | G-8 |
| G-24 | G-9 |
| G-25 | G-10 |
| G-26 | G-11 |
| G-27 | G-12 |
| G-28 | G-13 |
| G-29 | G-14 |
| G-30 | G-15 |

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- C-197
- 201-N
- C-196
- 901-N
- C-195
- 1001-N
- C-194
- 1201-N
- C-193
- 1501-N
- C-192
- 1502-N
- C-191
- 1503-N
- C-190
- 305-N
- C-189
- 301-N

EXHIBIT
A
Page 1

NORTH BUILDING

SITE PLAN KEY NOTES:

- 10) FIRE DEPARTMENT ACCESS GATES WILL OPEN ALL HORIZONTAL GATES
- 11) ALL EXISTING WIRING FROM PREVIOUSLY EXISTING BARBERS AND ACCESS ENTRY WILL BE REPLACED
- 12) RESTROOMS MAY BE RELOCATED 3-4 FEET WHEN POURING NEW CONCRETE FLOORS AT EACH NEW CENTRAL DATE OPERATORS
- 13) FOUR NEW CENTRAL DATE BUILDING FLOORS AT THOSE LOCATIONS WILL BE REPOSED.
- 14) A 18' LONG 8" WIDE 16" DEEP CONCRETE FLOOR WILL BE POURED AT HORIZONTAL GATE DATE LOCATION FOR GLIDE DATE ROLLERS TRACK INSTALLATION.
- 15) TURN RADIUS TO BE RE-SHAPED AS SHOWN OWNER TO VERIFY.

- 01) EXISTING BUILDING TO REMAIN
- 02) EXISTING TRIM COURSE TO REMAIN
- 03) EXISTING RECREATIONAL AREAS TO REMAIN
- 04) EXISTING OPEN PARKING SPACES TO REMAIN
- 05) NEW ENTRY GATES TO REPLACE EXISTING
- 06) NEW GARAGE STRUCTURES TO BE BUILT IN PLACE OF EXISTING GARAGES
- 07) EXISTING MATERIAL TO BE REPLACED

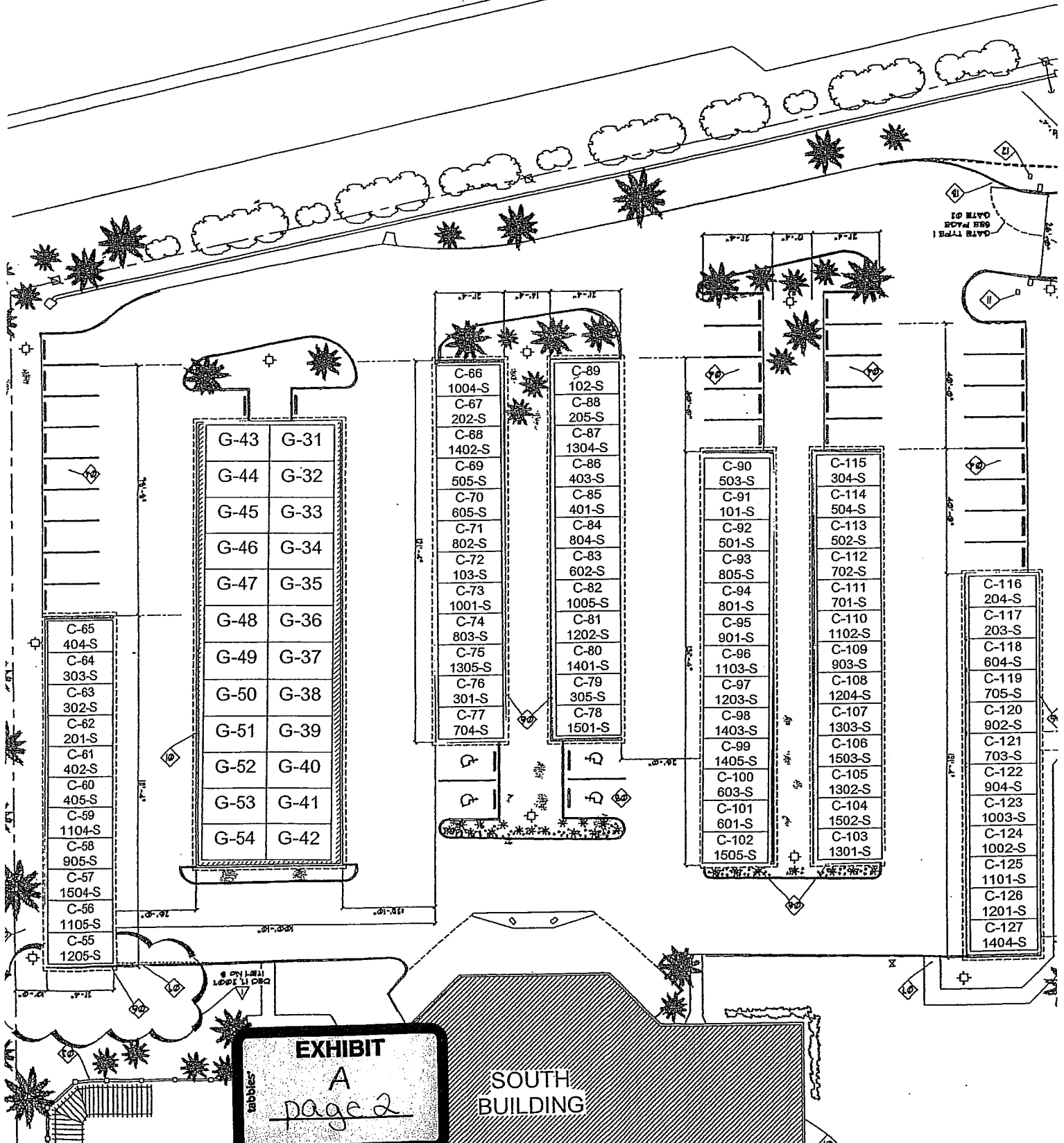


EXHIBIT
A
page 2

SOUTH BUILDING

DATE TYPE 1
 DATE 01

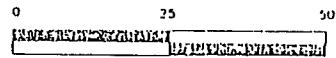
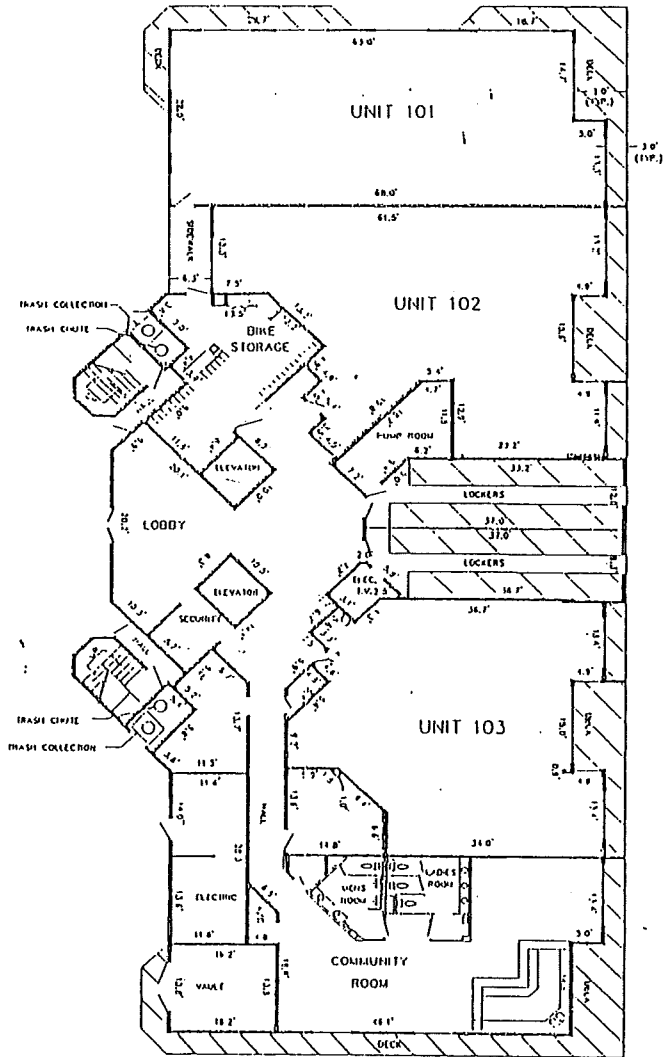
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	ELEVATOR MACHINE ROOM	151.60
142.00	PARAPET	146.40
132.82	15	143.50
123.67	14	133.30
114.47	13	124.12
105.33	12	114.97
96.73	11	105.77
88.18	10	97.23
79.54	9	88.63
70.89	8	80.08
62.30	7	71.44
53.73	6	62.79
45.13	5	54.20
36.58	4	45.63
28.03	3	37.03
17.99	2	28.48
	GROUND	19.93
		9.9

ELEVATIONS BASED ON M.G.V. DATUM

SOUTH TOWER
FLOOR AND CEILING ELEVATIONS

TIARA TOWERS,
A CONDOMINIUM

D.R. BOOK 664 PAGE 1310

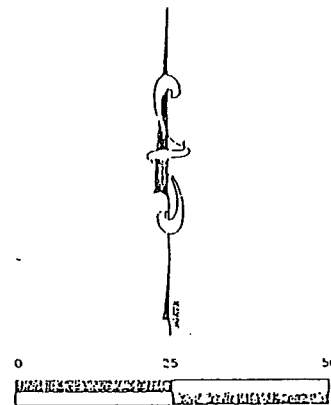
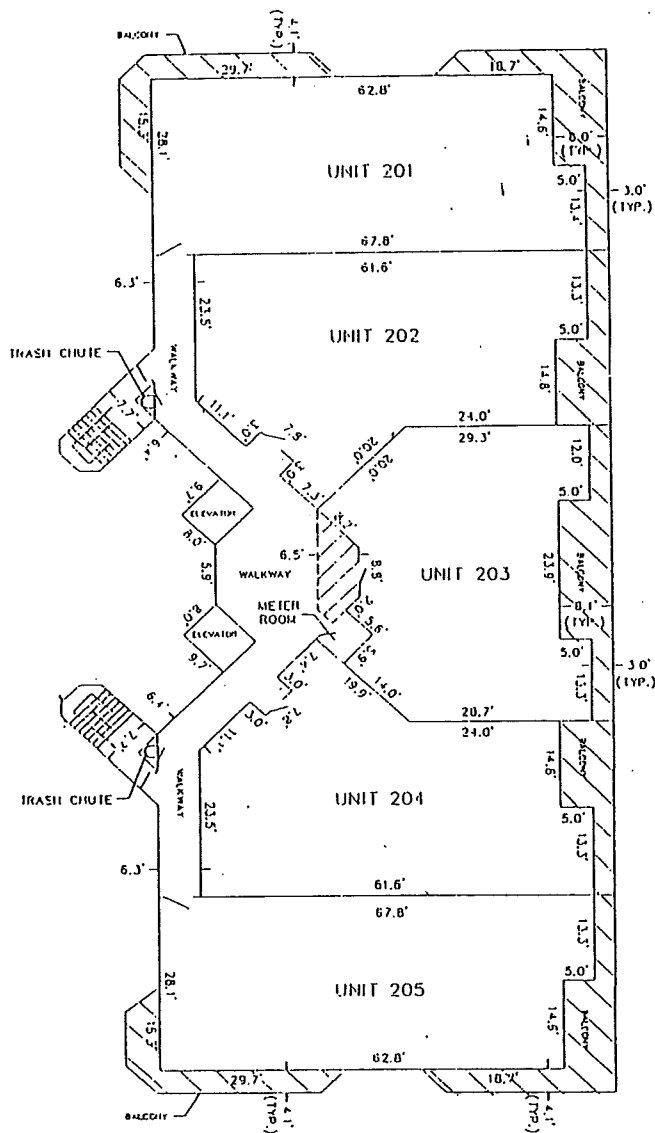


NOTES:

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**SOUTH TOWER
GROUND FLOOR
TIARA TOWERS,
A CONDOMINIUM**

D. R. BOOK 664 PAGE 1311



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**SOUTH TOWER
SECOND FLOOR**

**TIARA TOWERS,
A CONDOMINIUM**

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BOOK

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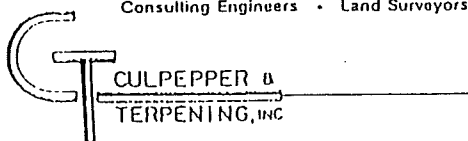
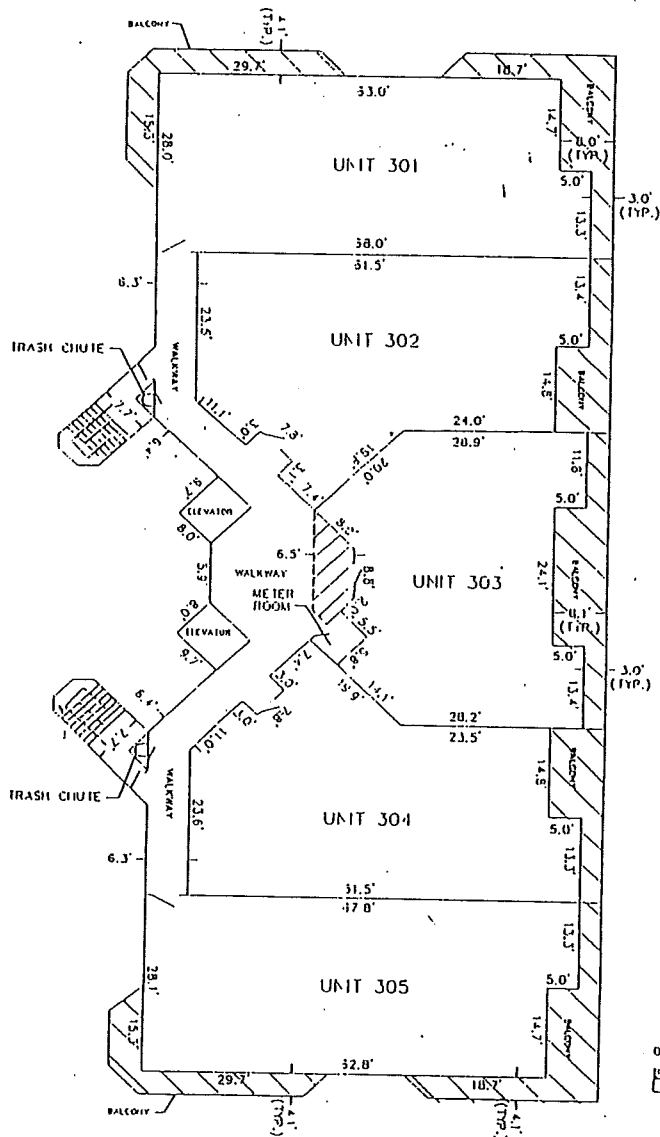


EXHIBIT A

PAGE 8 OF 40

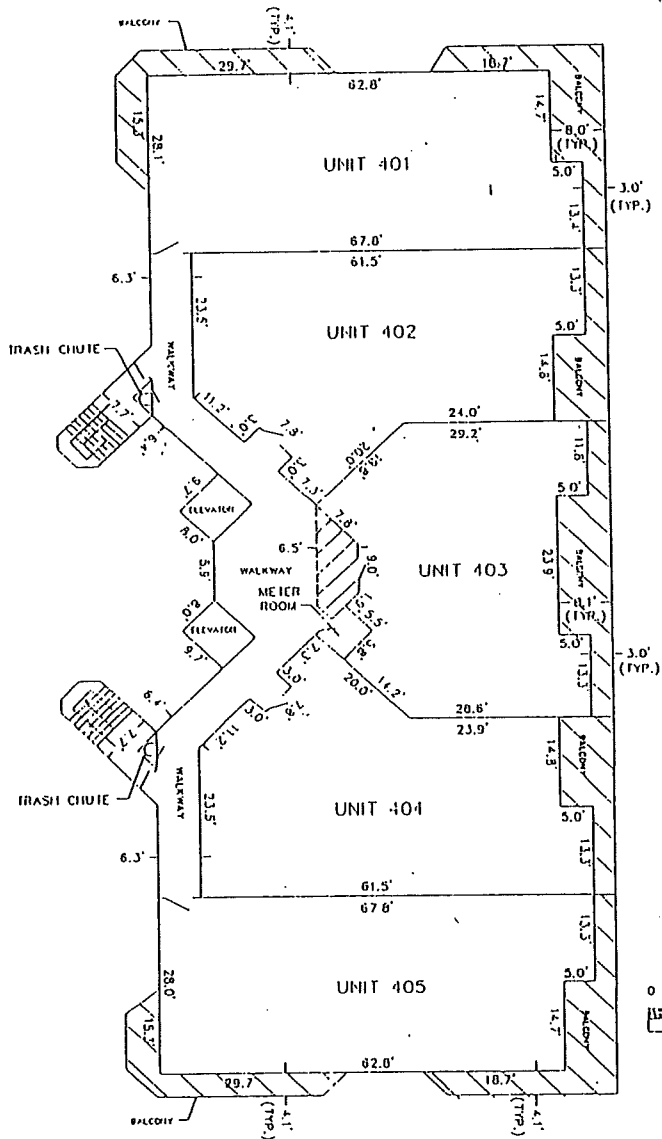


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**SOUTH TOWER
THIRD FLOOR
TIARA TOWERS,
A CONDOMINIUM**

O R BOX 664 PAGE 1313

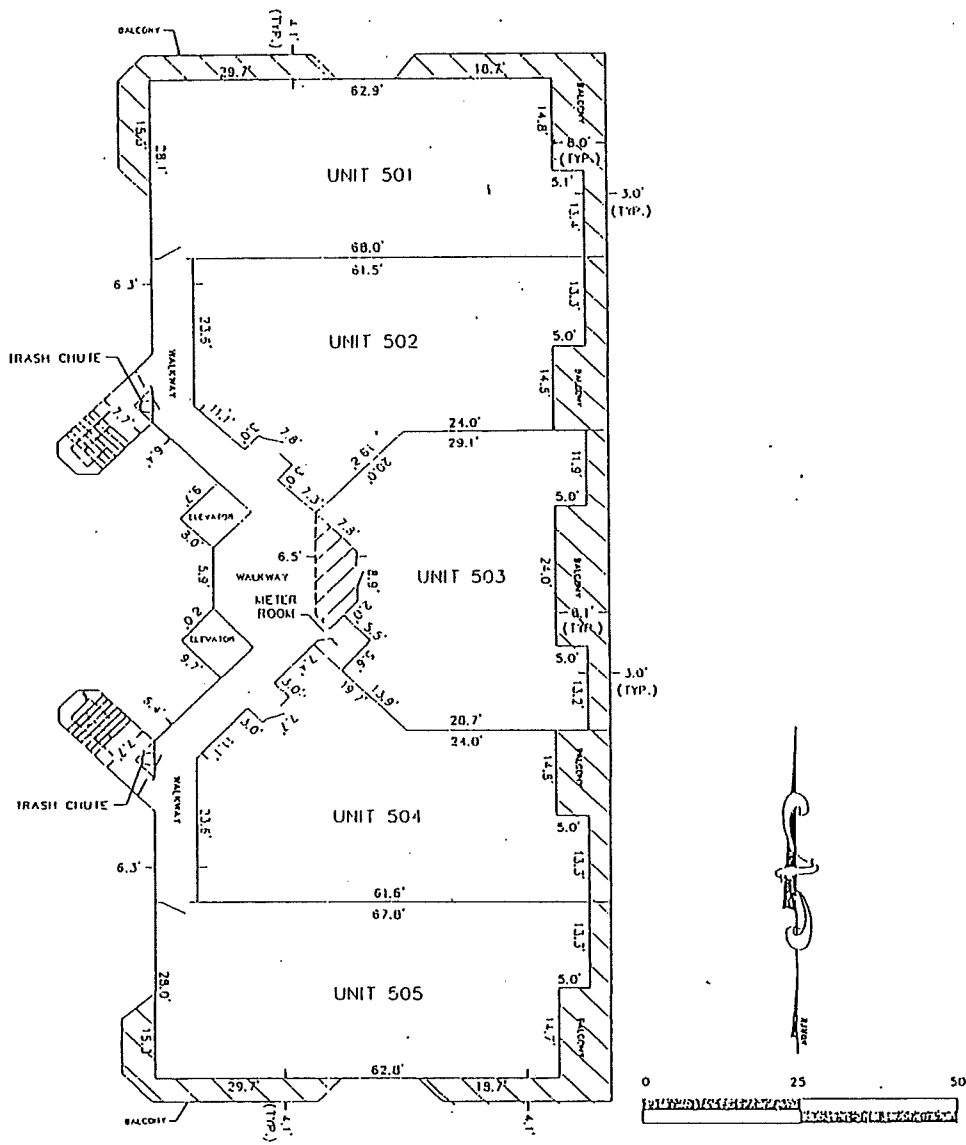


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SOUTH TOWER
FOURTH FLOOR
TIARA TOWERS,
A CONDOMINIUM

O. R. 664 PAGE 1314
BOOK



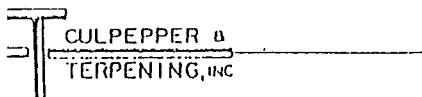
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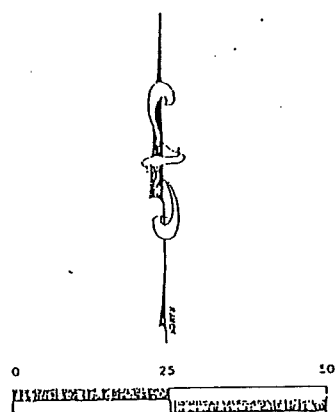
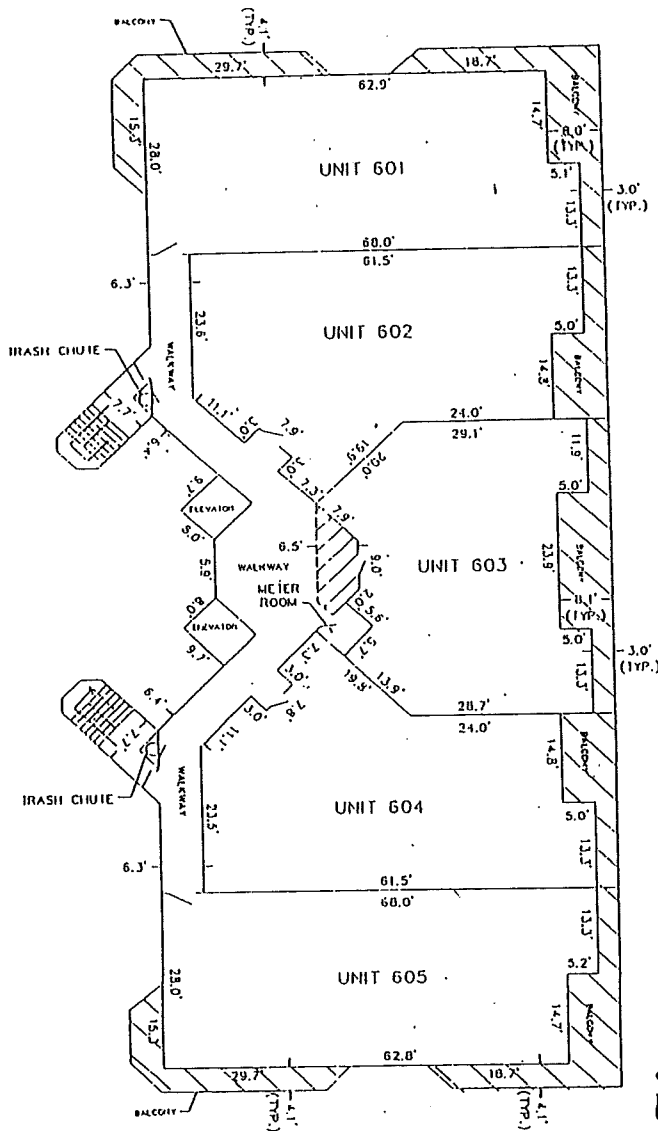
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SOUTH TOWER
 FIFTH FLOOR
 TIARA TOWERS,
 A CONDOMINIUM

D.R. BOOK 664 PAGE 1315

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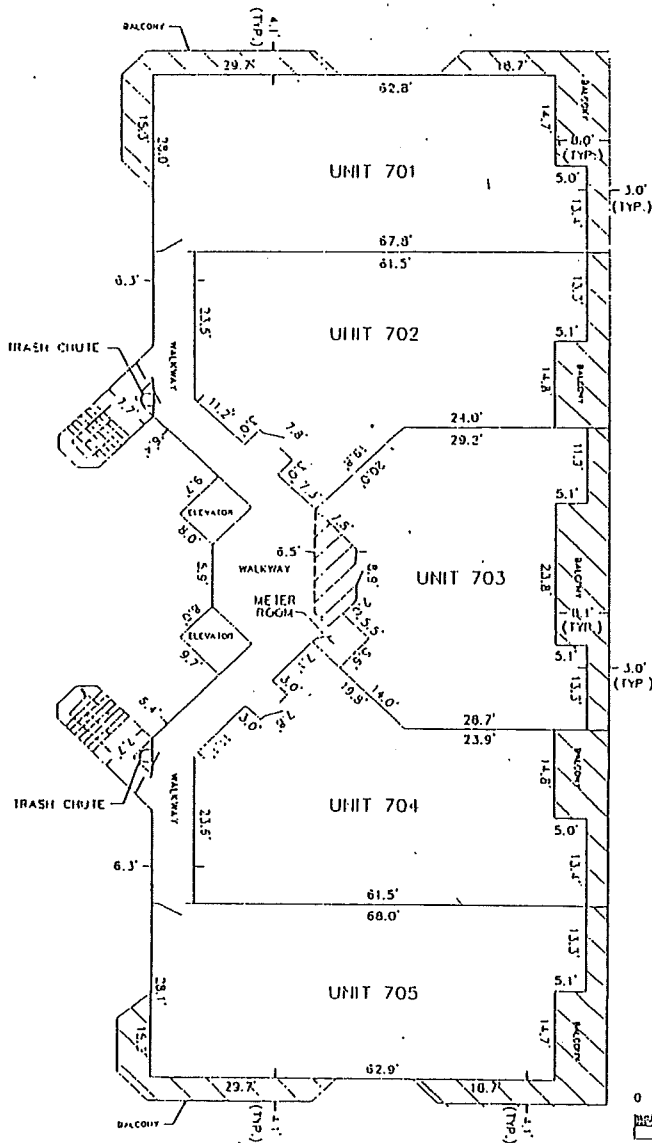


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**SOUTH TOWER
SIXTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

U R BOOK 664 PAGE 1316



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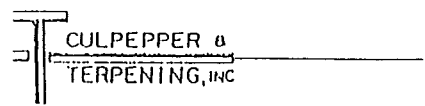
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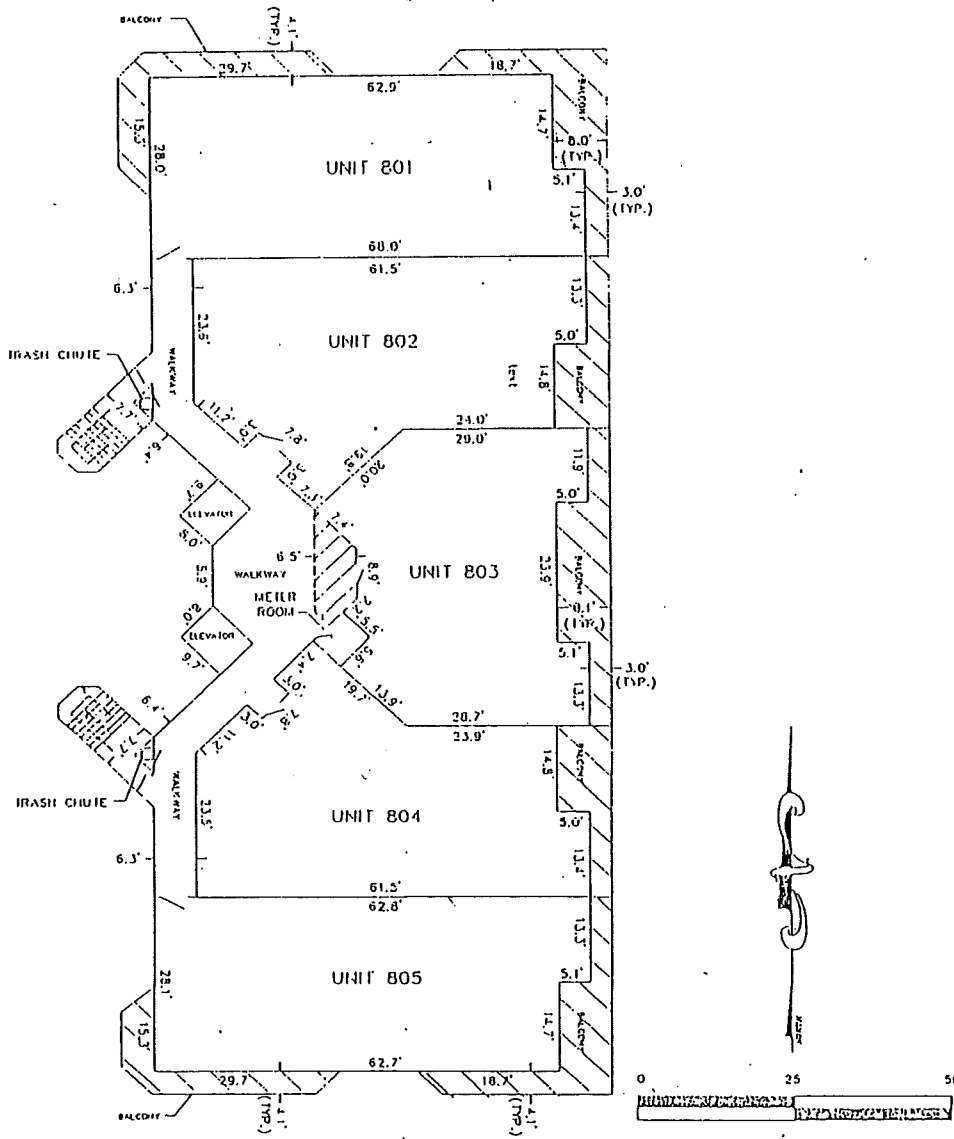
SOUTH TOWER
SEVENTH FLOOR

TIARA TOWERS,
A CONDOMINIUM

D.R. 664 PAGE 1317

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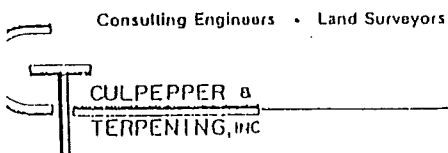
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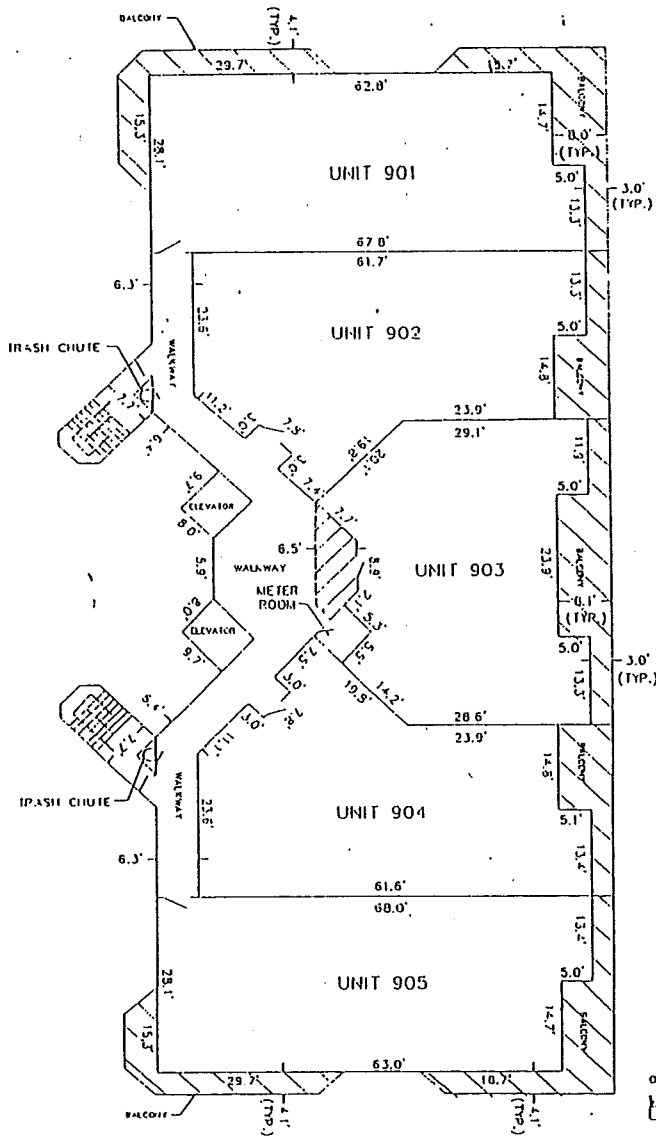
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**SOUTH TOWER
EIGHTH FLOOR**

D.R. BOOK 664 PAGE 1318

**TIARA TOWERS,
A CONDOMINIUM**



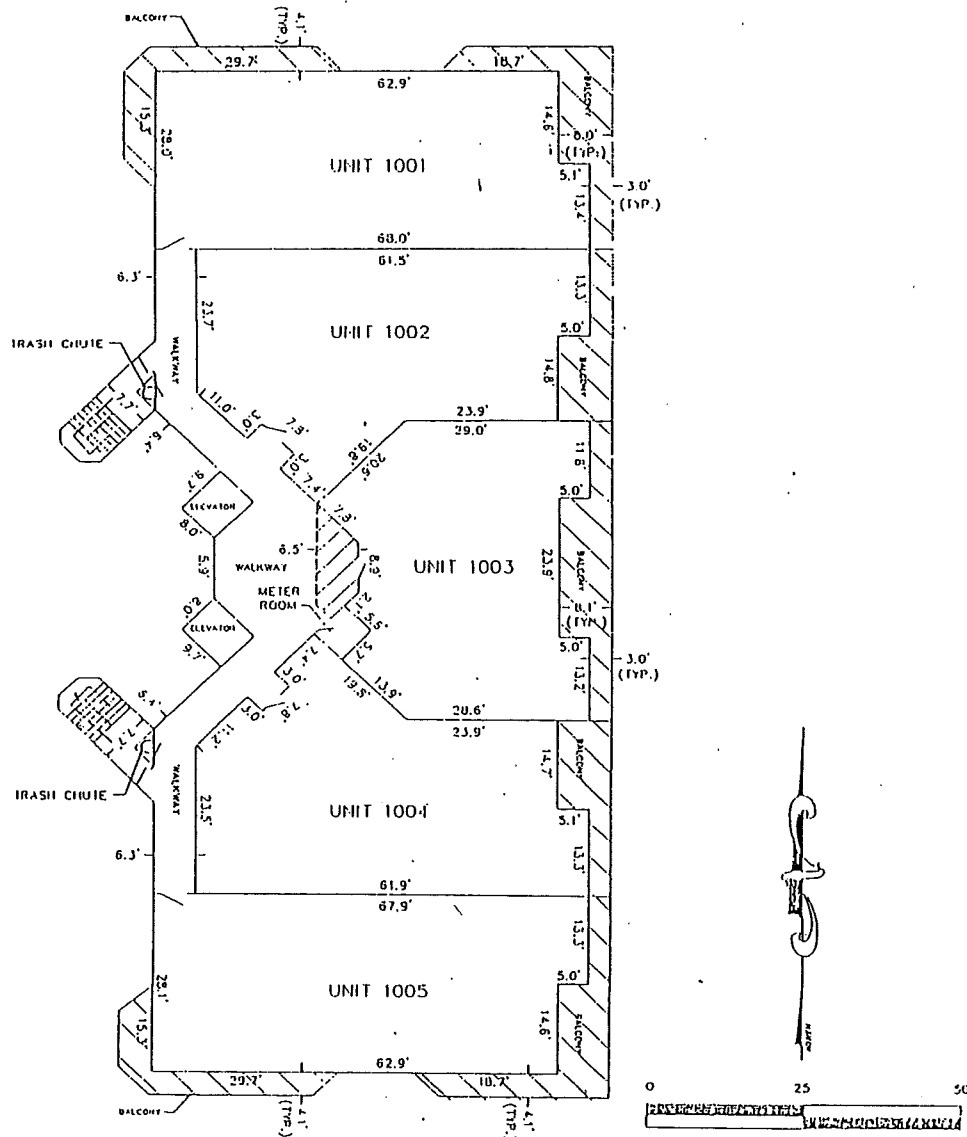


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**SOUTH TOWER
NINTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

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**SOUTH TOWER
TENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

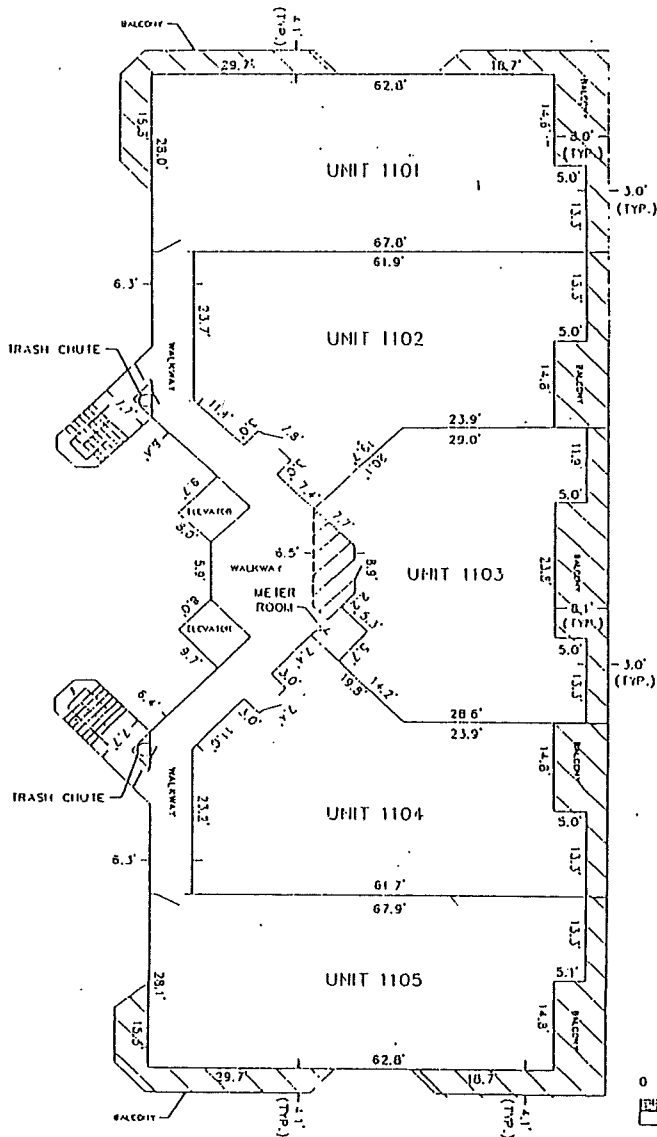
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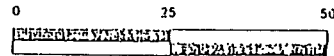
PAGE 16 OF 40



NOTES:

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SCALE IN FEET



**SOUTH TOWER
ELEVENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

O R BOOK 664 PAGE 1321

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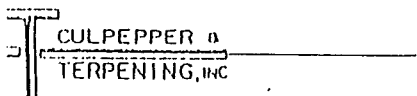
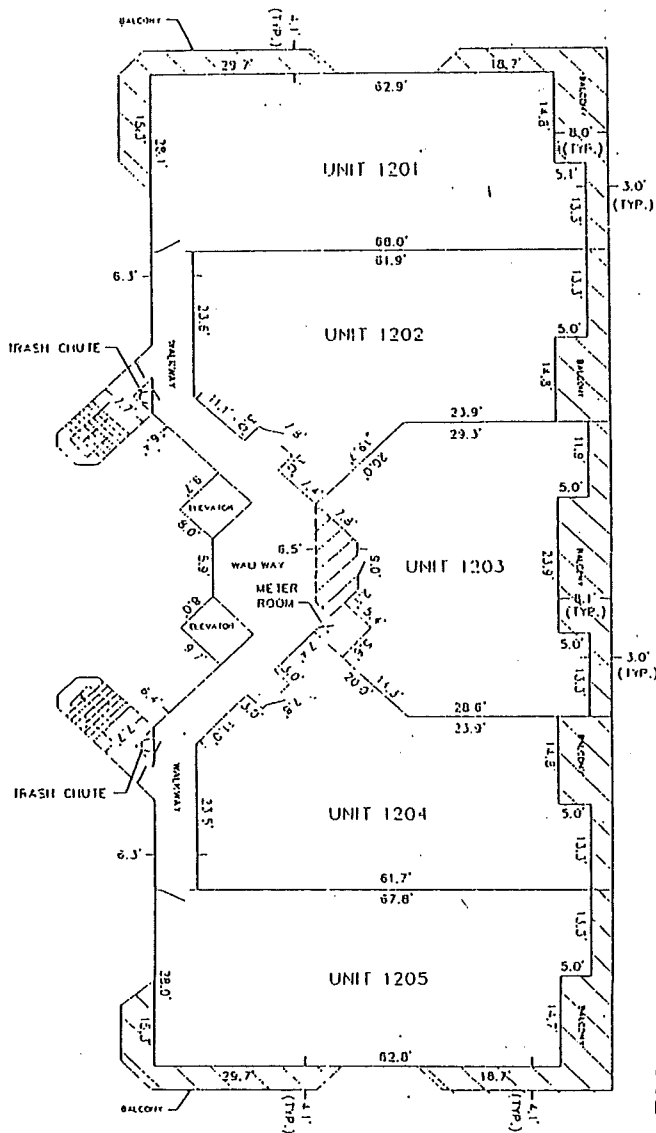


EXHIBIT A

PAGE 17 OF 40

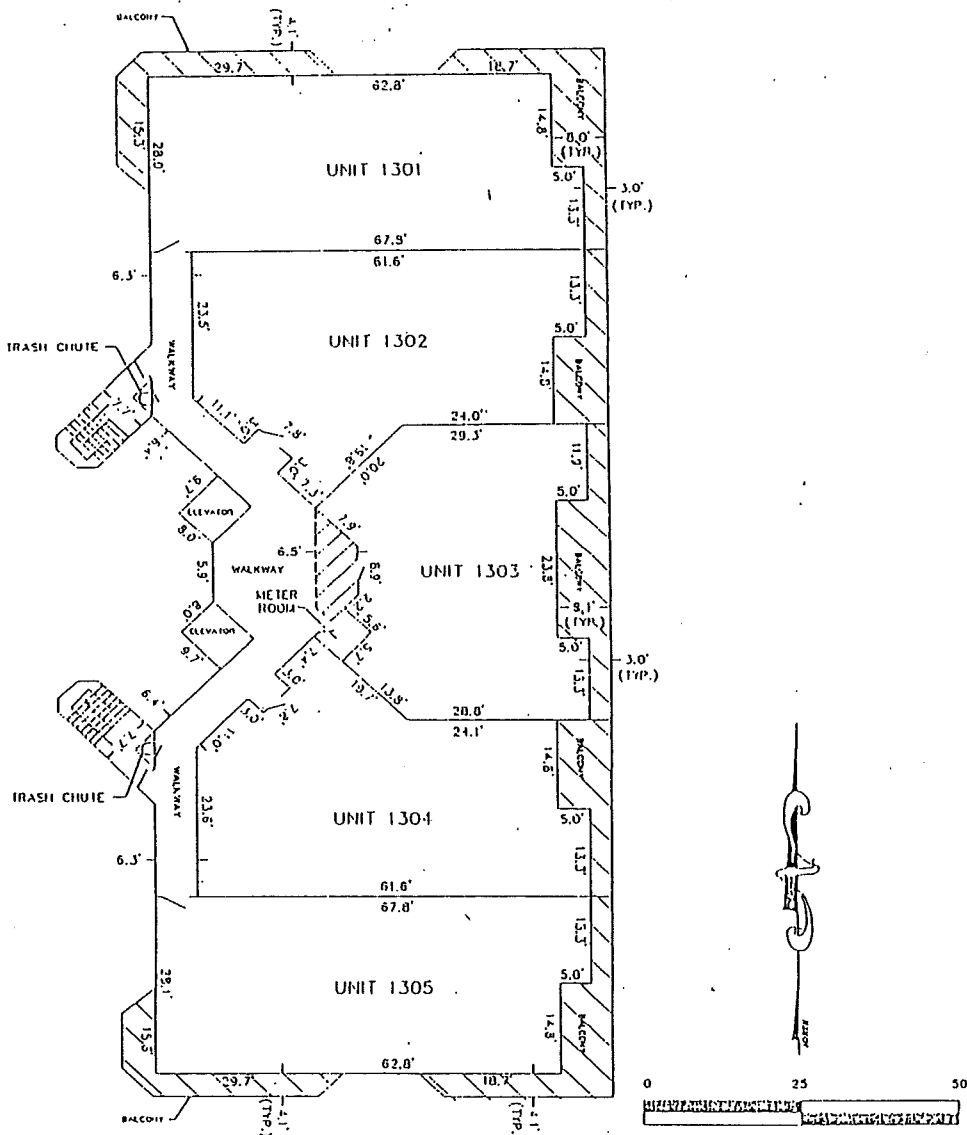


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**SOUTH TOWER
TWELFTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

U. R. BOOK 664 PAGE 1322



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SOUTH TOWER
 THIRTEENTH FLOOR
 TIARA TOWERS,
 A CONDOMINIUM

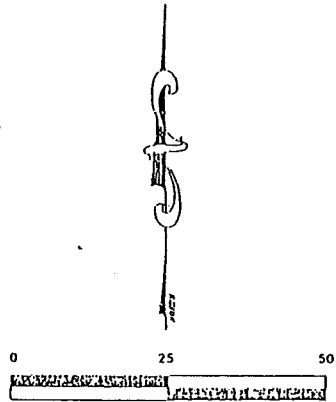
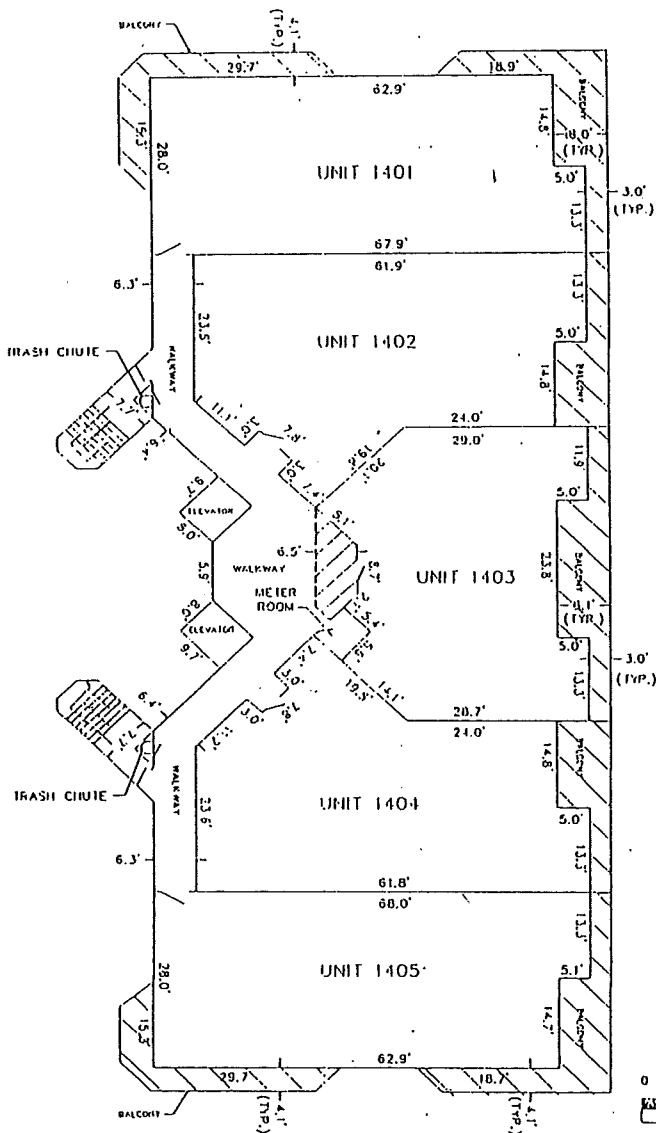
O. R. BOOK 664 PAGE 1323

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EXHIBIT A

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NOTES:

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**SOUTH TOWER
FOURTEENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

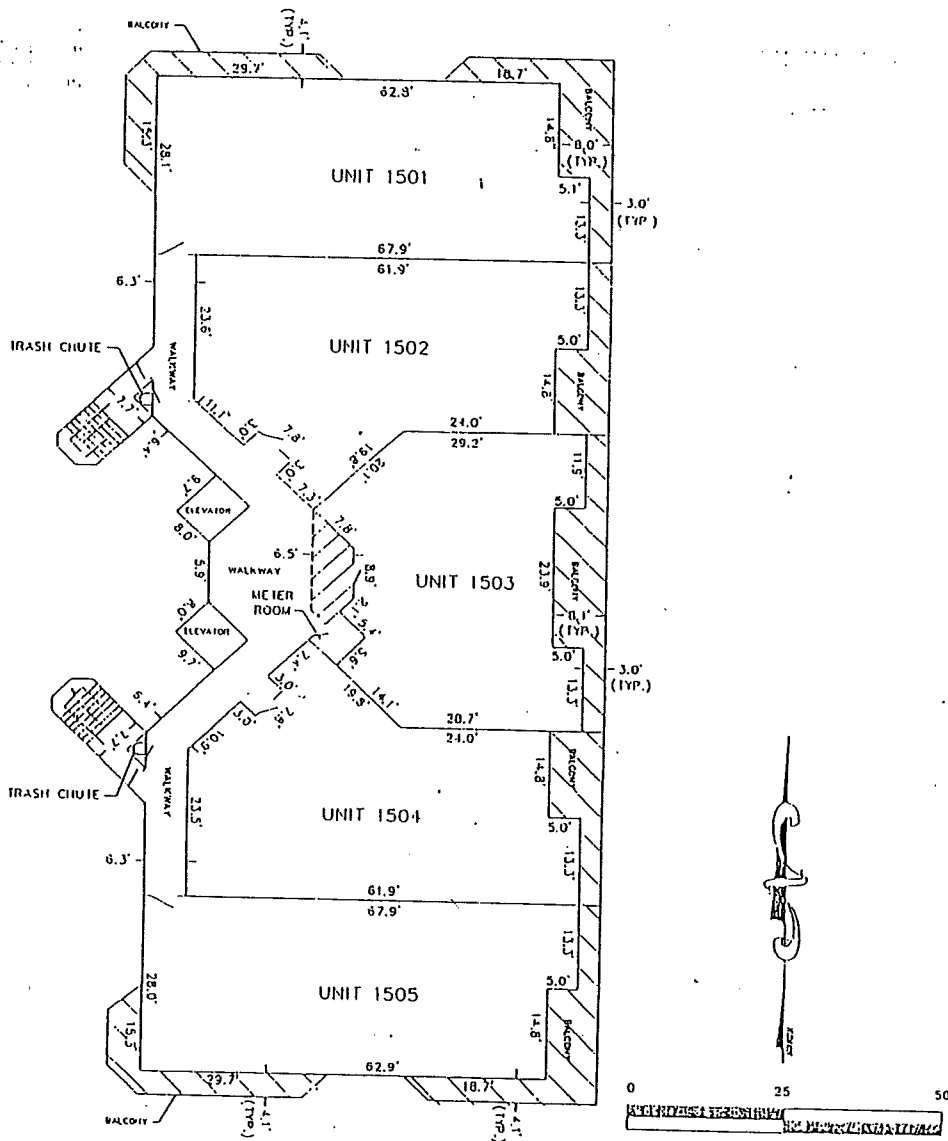
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TERPENING, INC**

EXHIBIT A

PAGE 20 OF 40



NOTES:

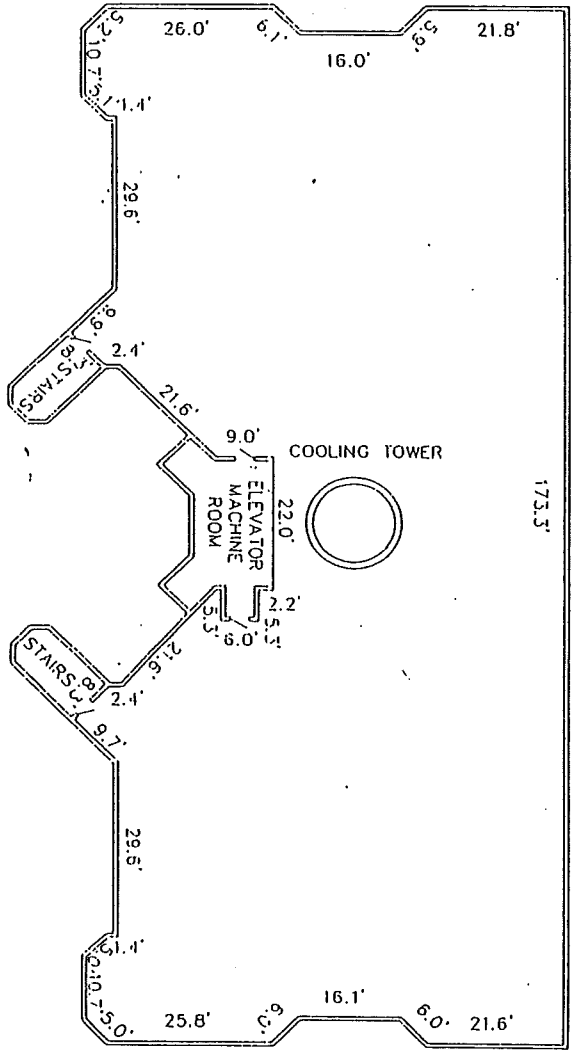
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**SOUTH TOWER
FIFTEENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

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SOUTH TOWER
ROOF

TIARA TOWERS,
A CONDOMINIUM

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<u>CEILING</u> <u>ELEVATION</u>	<u>FLOOR</u> <u>NUMBER</u>	<u>FLOOR</u> <u>ELEVATION</u>
		161.01
		151.41
141.91		146.21
132.73	15	143.31
123.58	14	133.21
114.43	13	124.03
105.25	12	114.88
96.68	11	105.73
88.11	10	97.15
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70.94	8	80.01
62.39	7	71.43
53.80	6	62.84
45.19	5	54.29
36.68	4	45.70
28.12	3	37.09
18.08	2	28.58
	GROUND	20.02
		10.0

ELEVATIONS BASED ON N.G.V. DATUM

NORTH TOWER
FLOOR AND CEILING ELEVATIONS

TIARA TOWERS,
A CONDOMINIUM

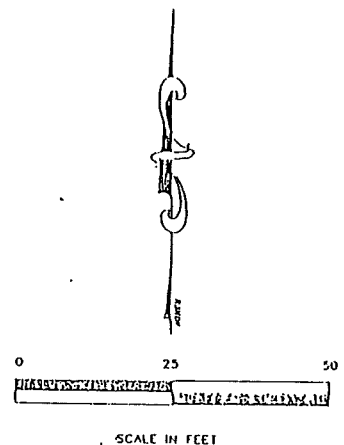
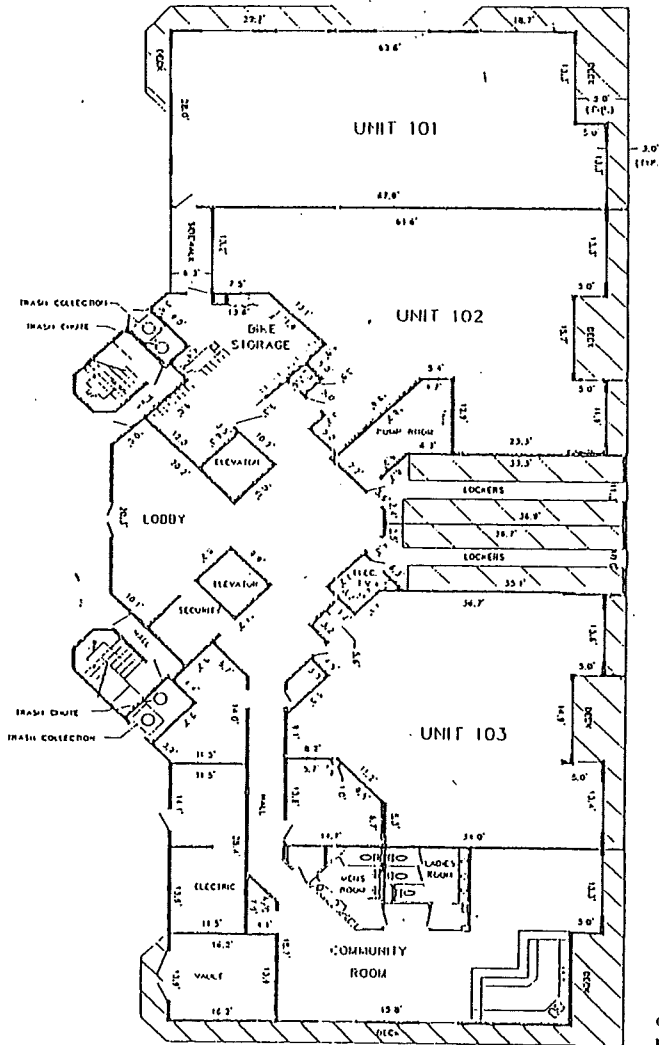
O.R. BOOK 664 PAGE 1327

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EXHIBIT A

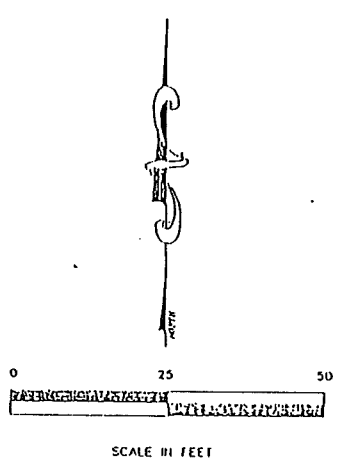
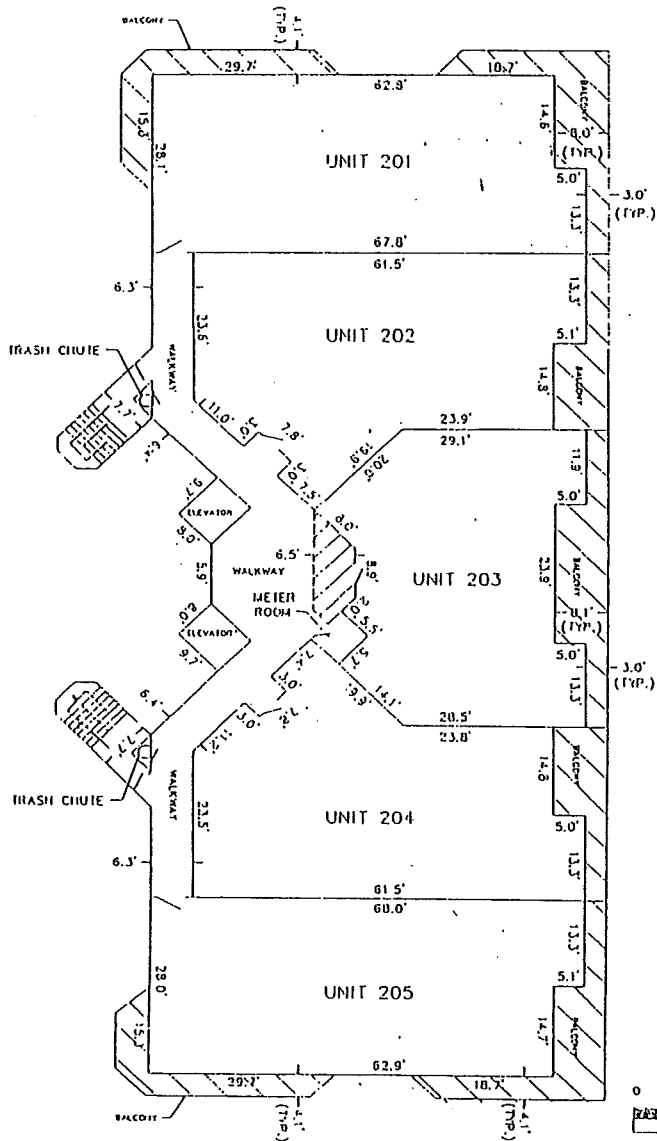
PAGE 23 OF 40



- NOTES:
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**NORTH TOWER
GROUND FLOOR
TIARA TOWERS,
A CONDOMINIUM**

U R 664 PAGE 1328
BOOK 664 PAGE 1328



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**NORTH TOWER
SECOND FLOOR
TIARA TOWERS,
A CONDOMINIUM**

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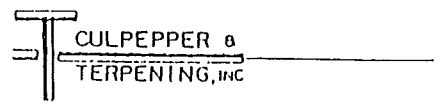
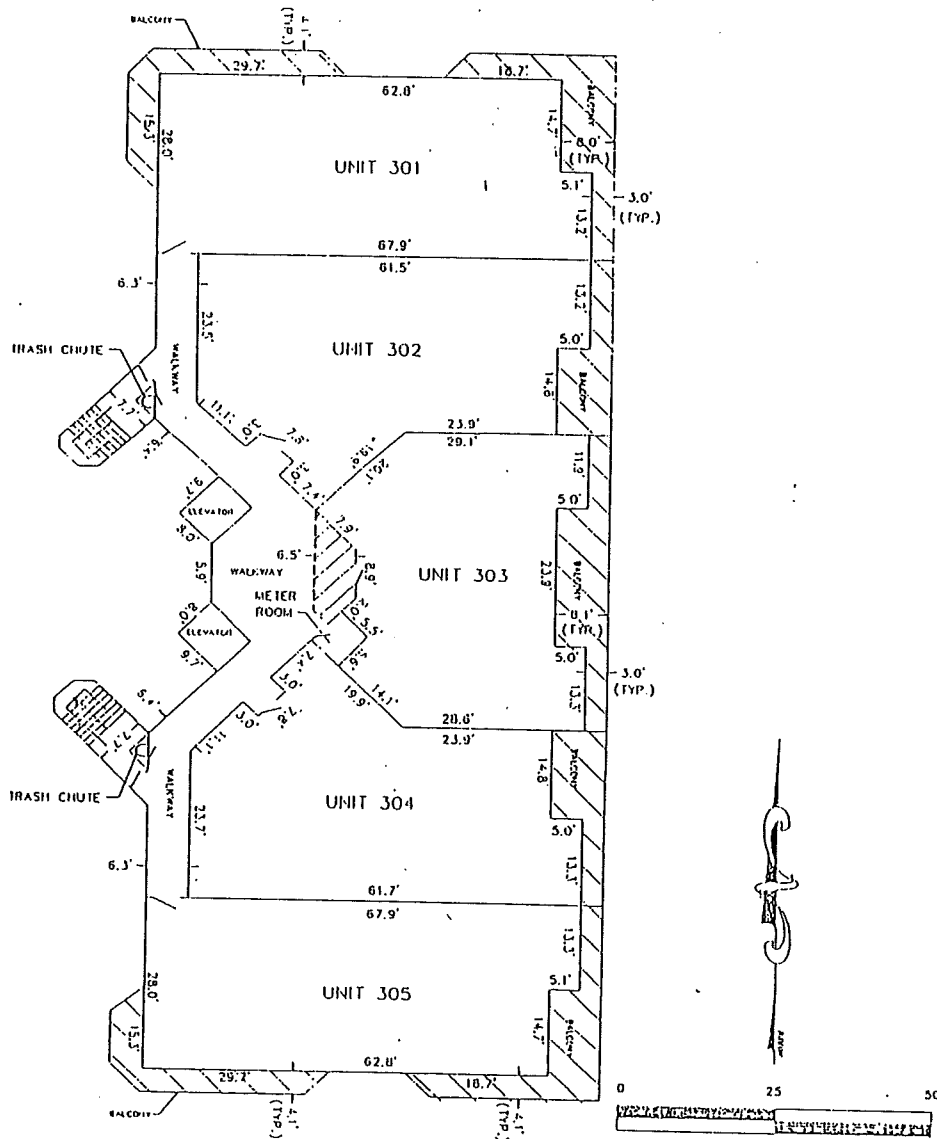


EXHIBIT A

PAGE 25 OF 40



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**NORTH TOWER
THIRD FLOOR
TIARA TOWERS,
A CONDOMINIUM**

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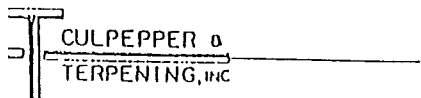
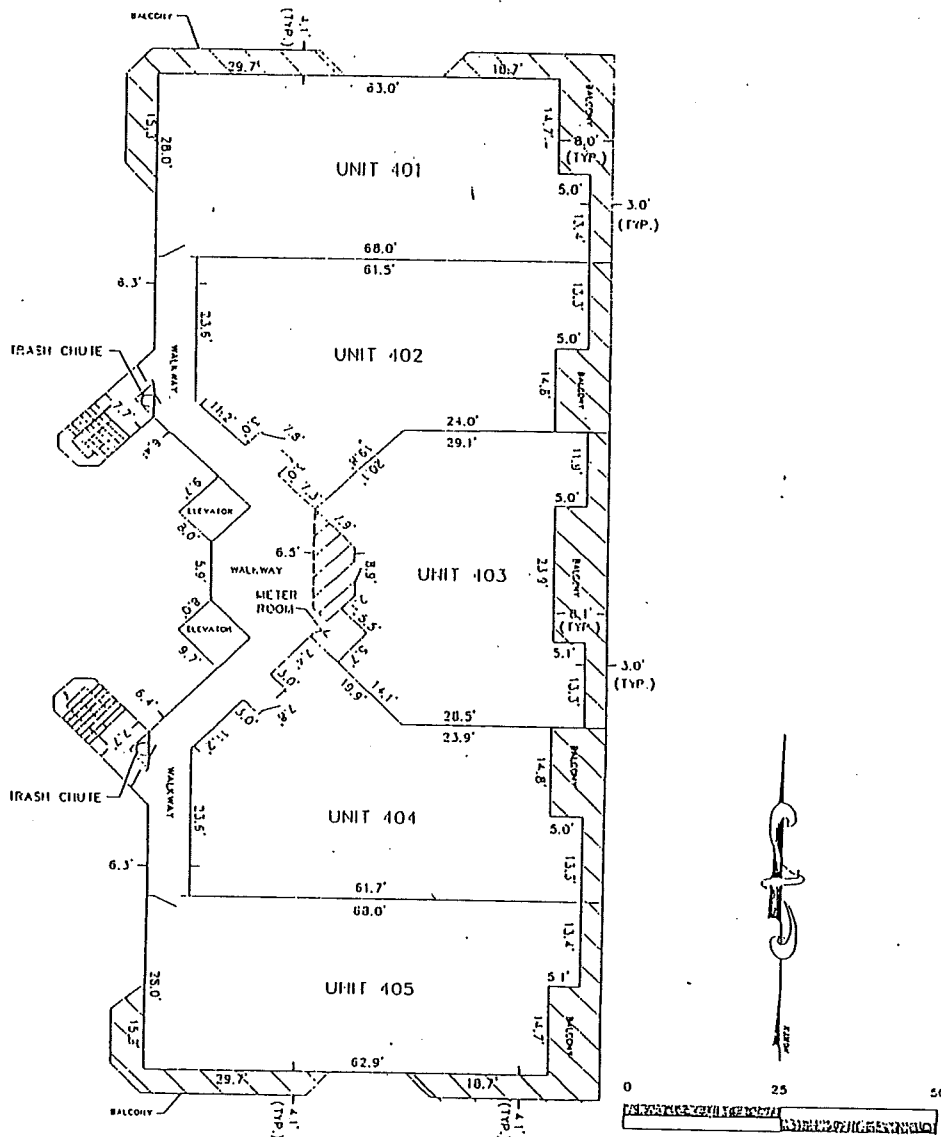


EXHIBIT A

PAGE 26 OF 40



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**NORTH TOWER
FOURTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

0 R BOOK 664 PAGE 1331

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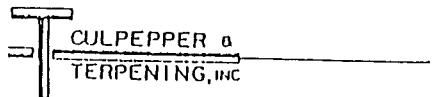
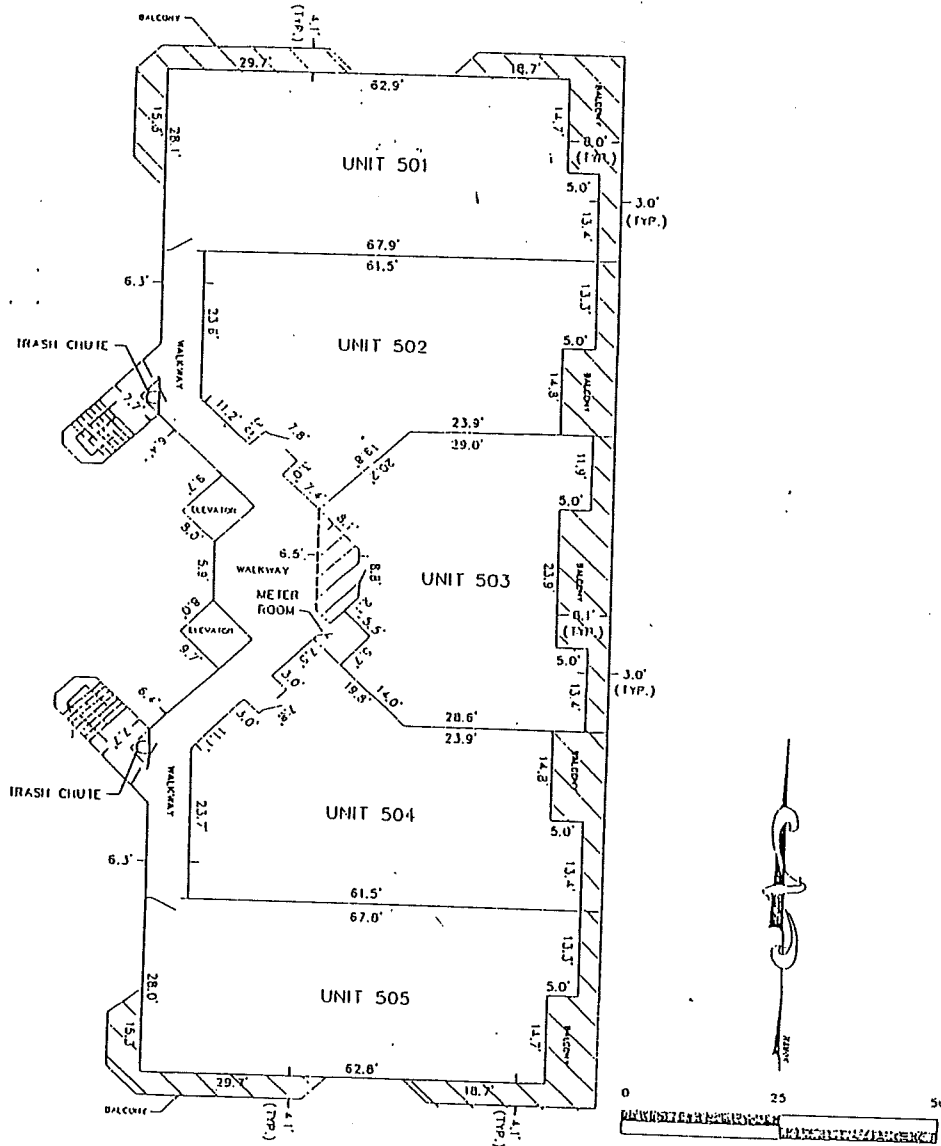


EXHIBIT A

PAGE 27 OF 40



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**NORTH TOWER
FIFTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

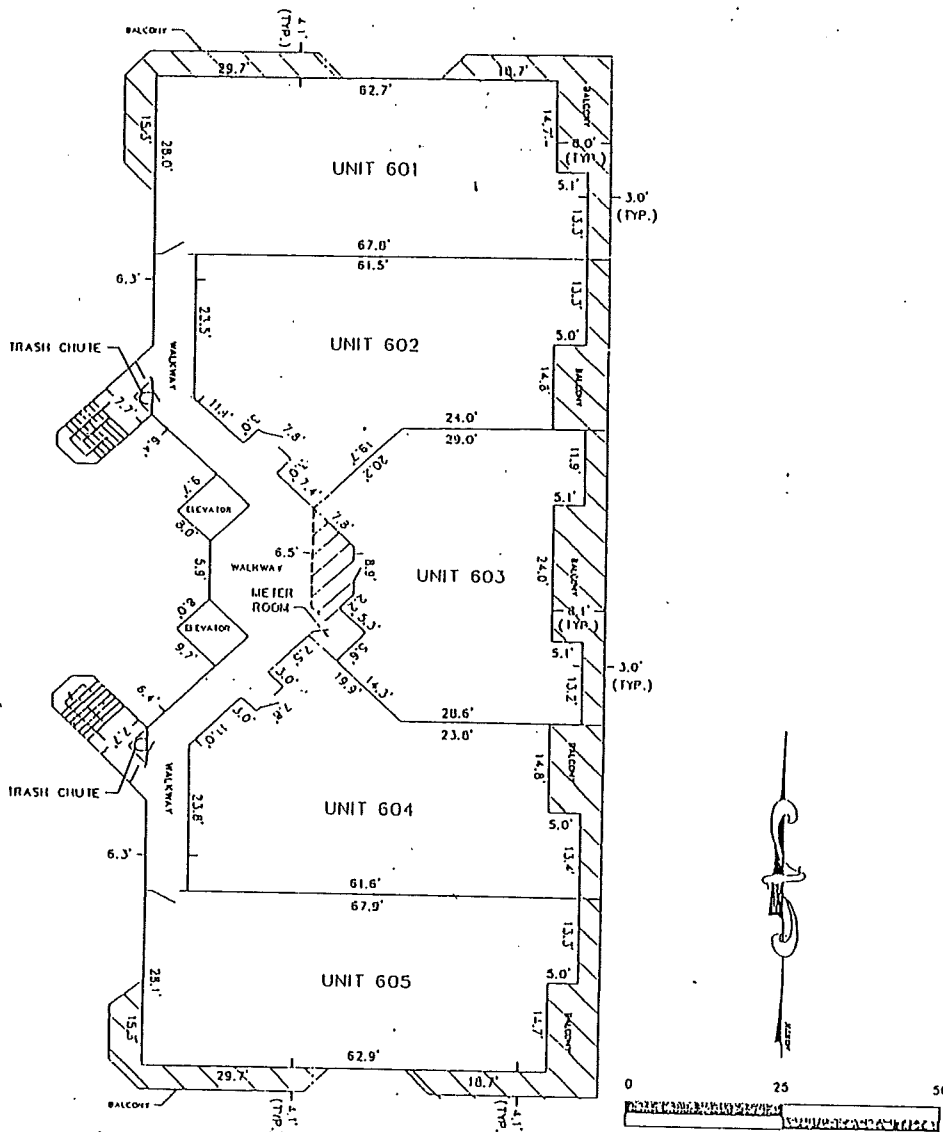
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EXHIBIT A

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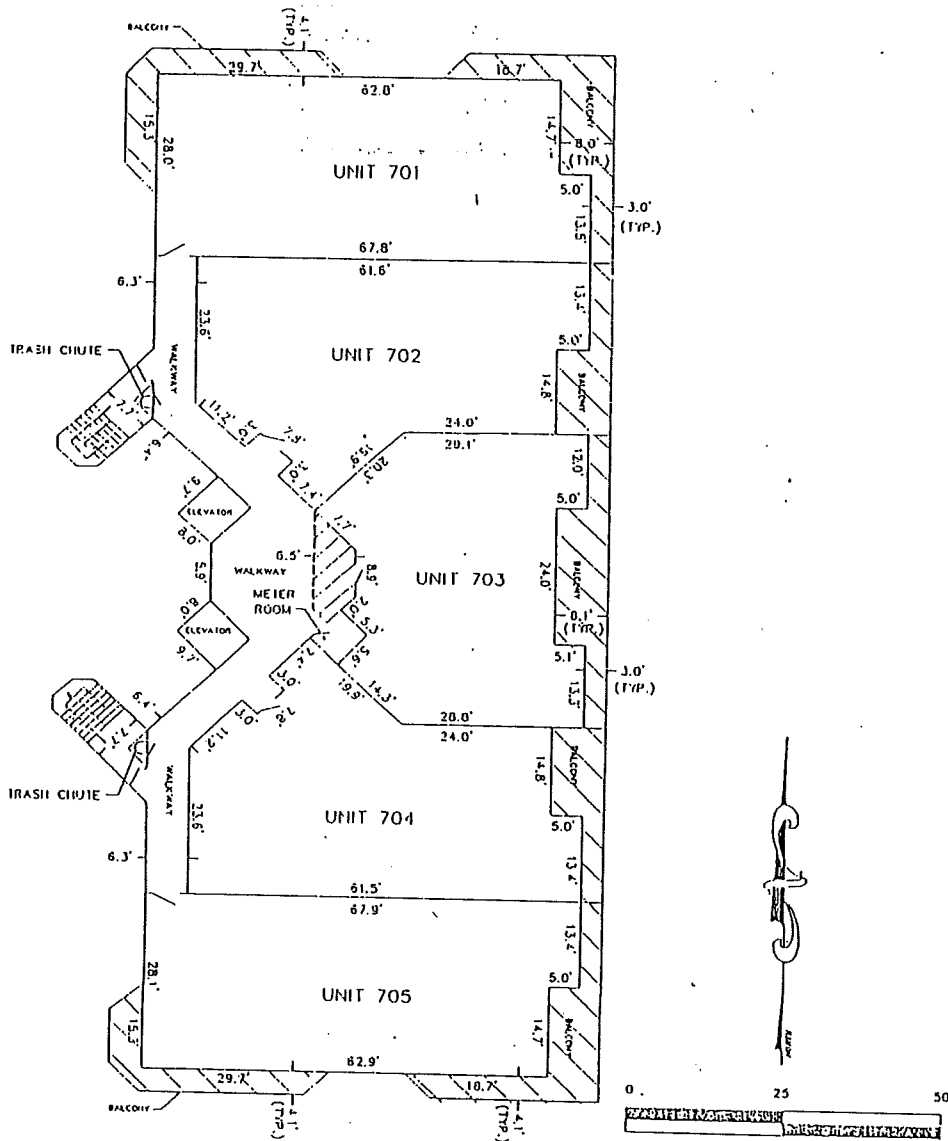


NOTES:

1. CROSS HATCHED AREAS ARE LIMITED COMMON ELEMENTS.
2. DIMENSIONS SHOWN ARE TO FINISHED FACE OF WALL
3. DIMENSIONS SHOWN ARE AS-BUILT
4. UNITS ARE ADDITIONALLY ENCUMBERED BY EASEMENTS DEFINED IN THE DECLARATION OF CONDOMINIUM, SUCH COMMON ELEMENTS MAY TYPICALLY INCLUDE STRUCTURAL SUPPORT COMPONENTS, PLUMBING CHASES, ELECTRICAL CONDUITS, ETC.

**NORTH TOWER
SIXTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

U. R. BOOK 664 PAGE 1333



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NORTH TOWER
SEVENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM

O.R. BOOK 664 PAGE 1334

Consulting Engineers • Land Surveyors

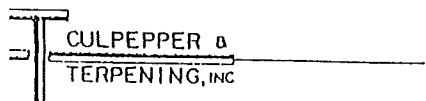
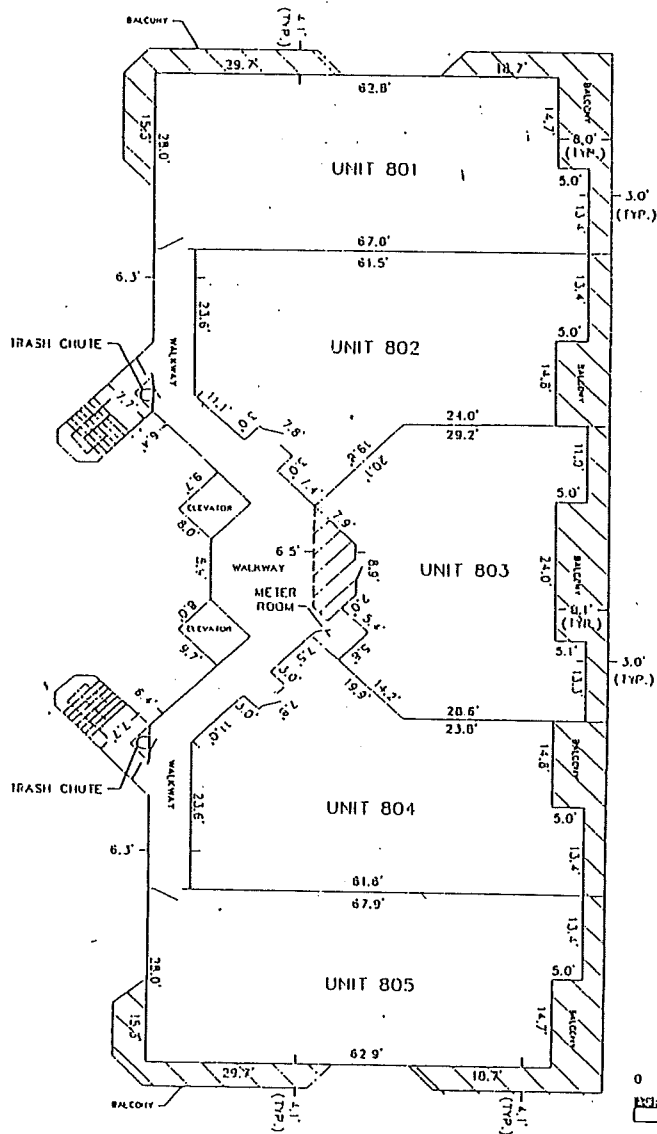


EXHIBIT A

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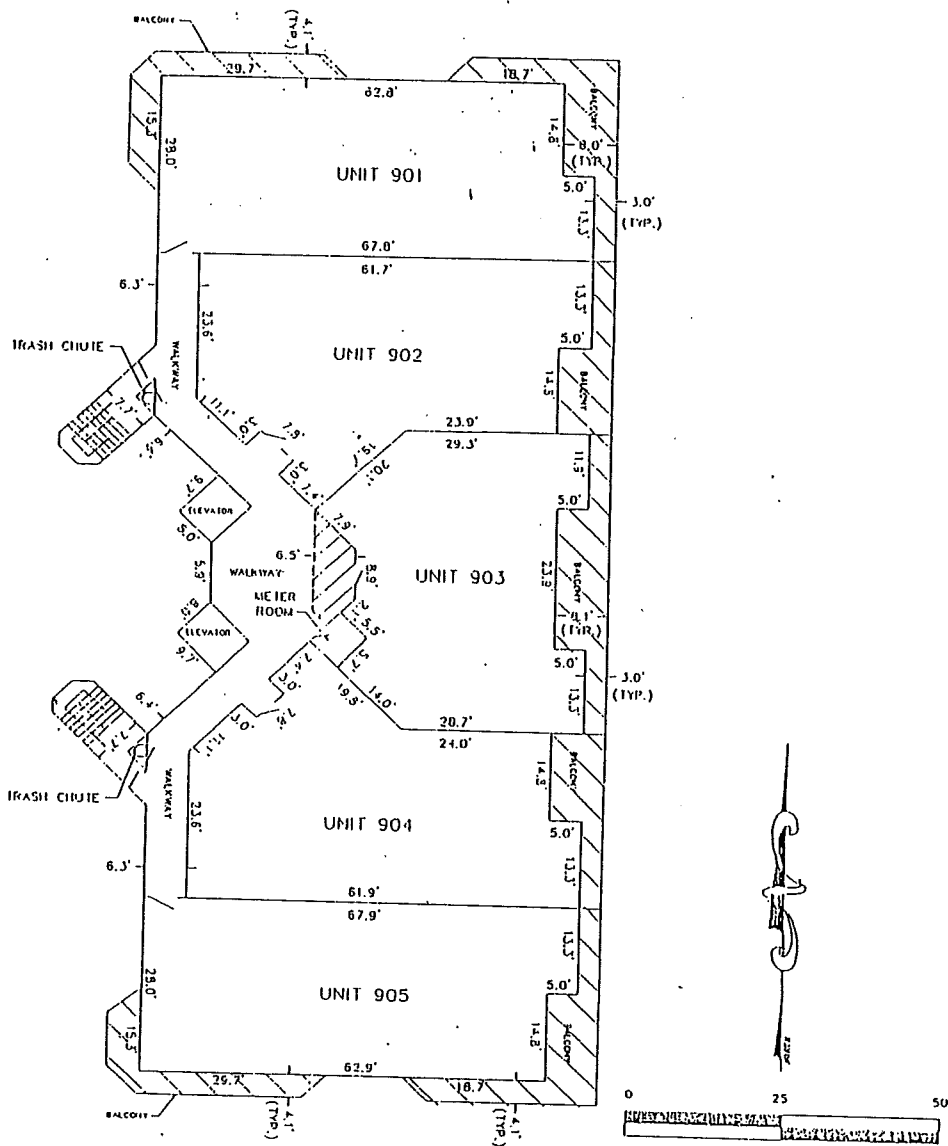
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**NORTH TOWER
EIGHTH FLOOR

TIARA TOWERS,
A CONDOMINIUM**

O.R. BOOK 664 PAGE 1335

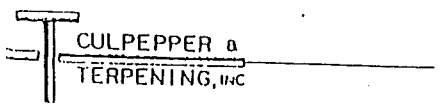


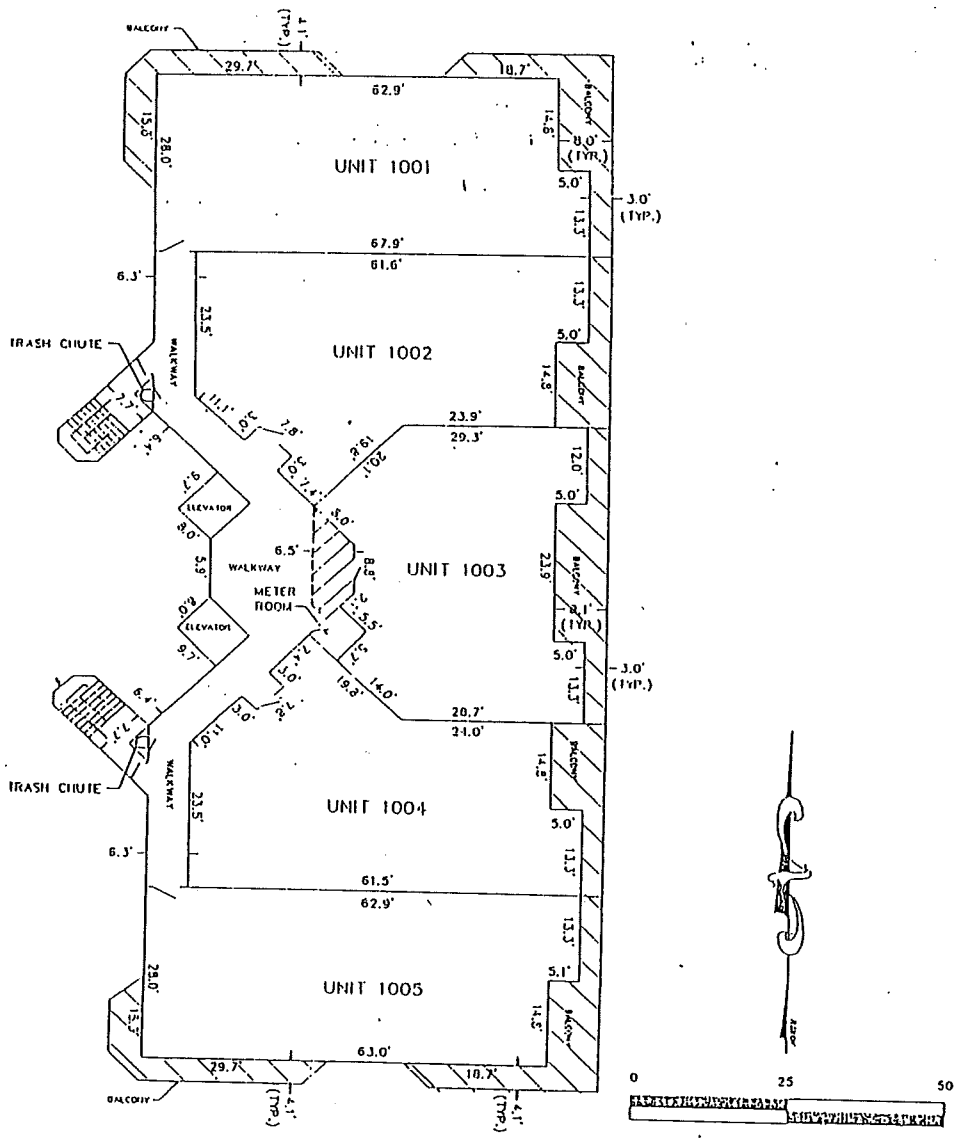
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NORTH TOWER
 NINTH FLOOR
 TIARA TOWERS,
 A CONDOMINIUM

OR BOOK 664 PAGE 1336

Consulting Engineers • Land Surveyors

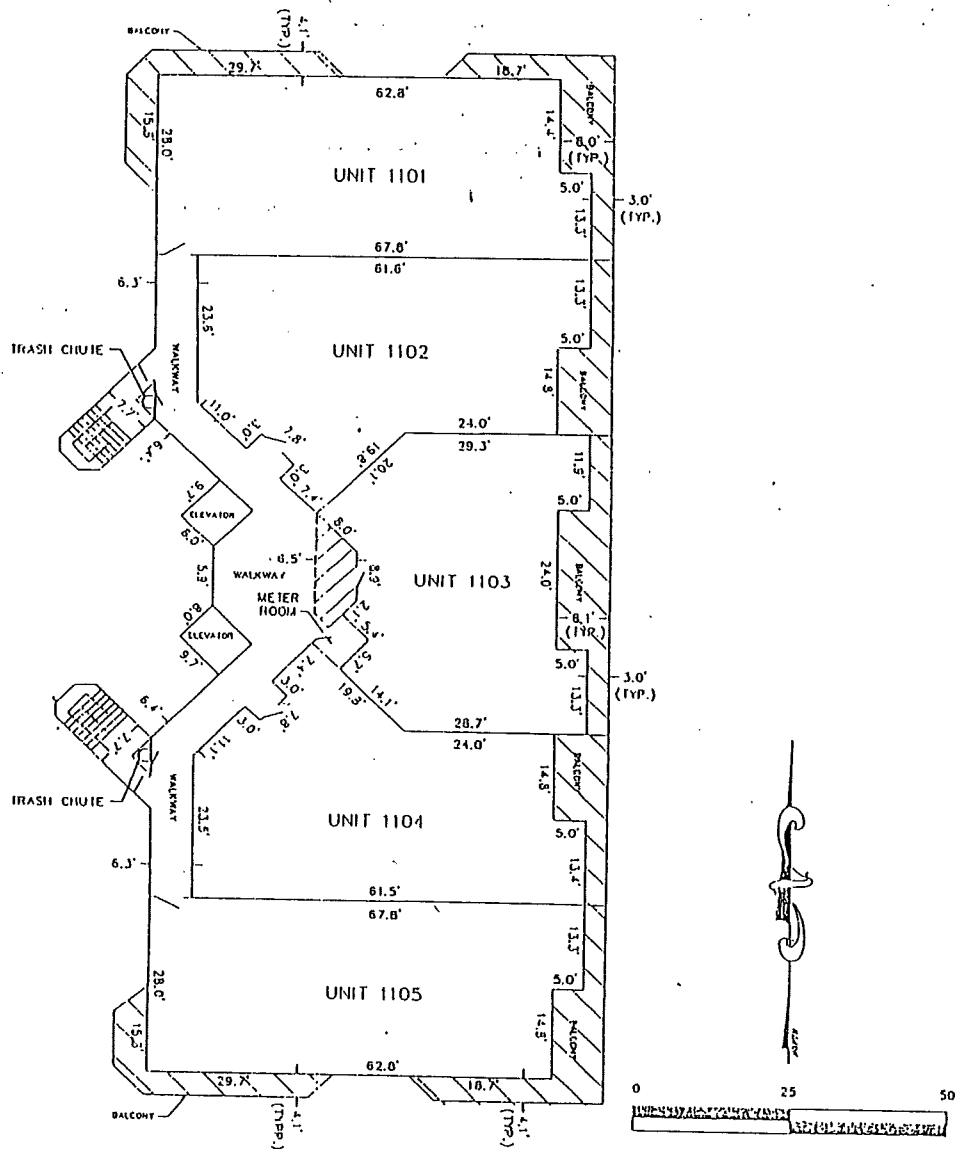




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NORTH TOWER
TENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM

O R BOOK 664 PAGE 1337

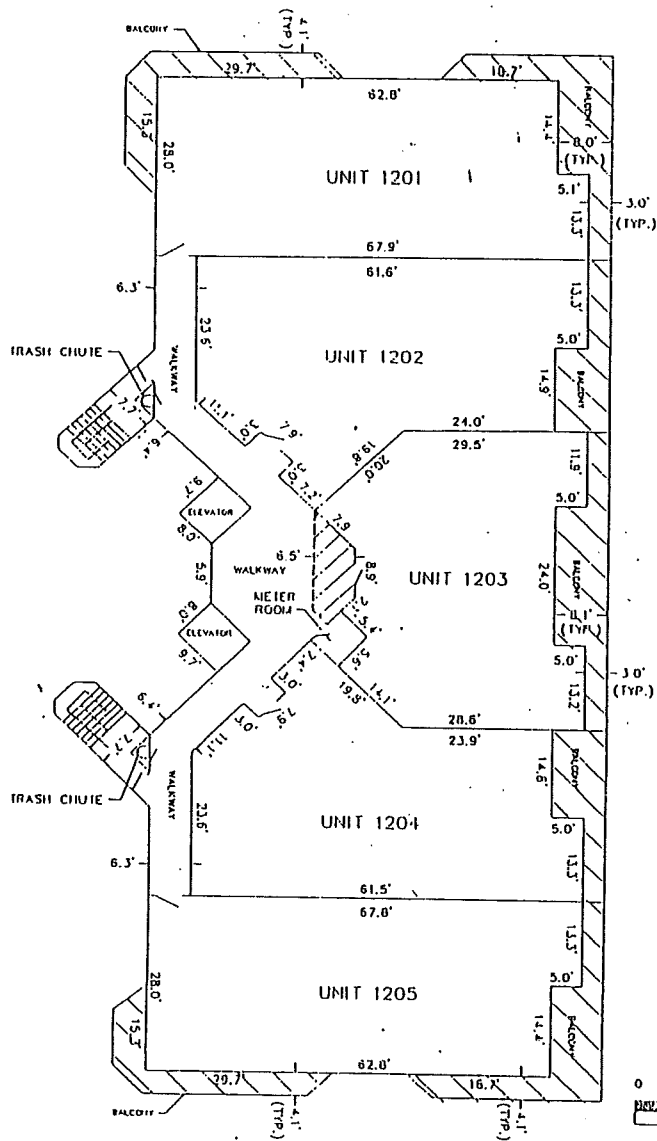


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**NORTH TOWER
ELEVENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

O. R. BOOK 064 PAGE 1338

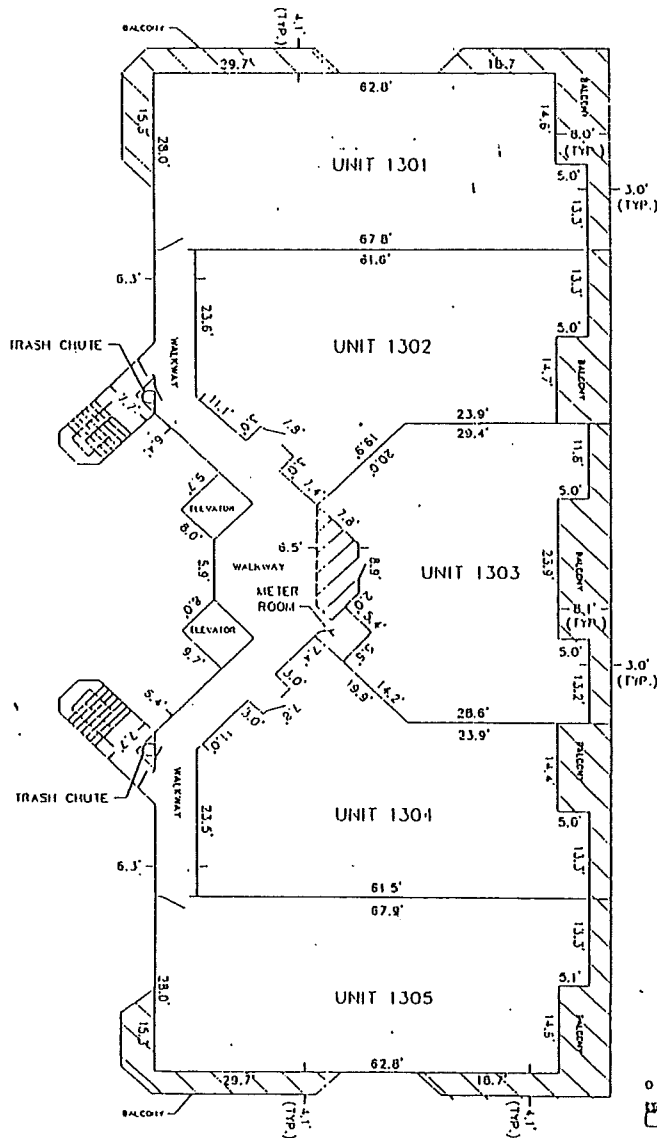


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**NORTH TOWER
TWELFTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

BOOK 664 PAGE 1339

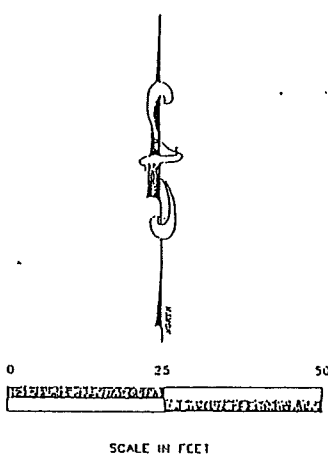
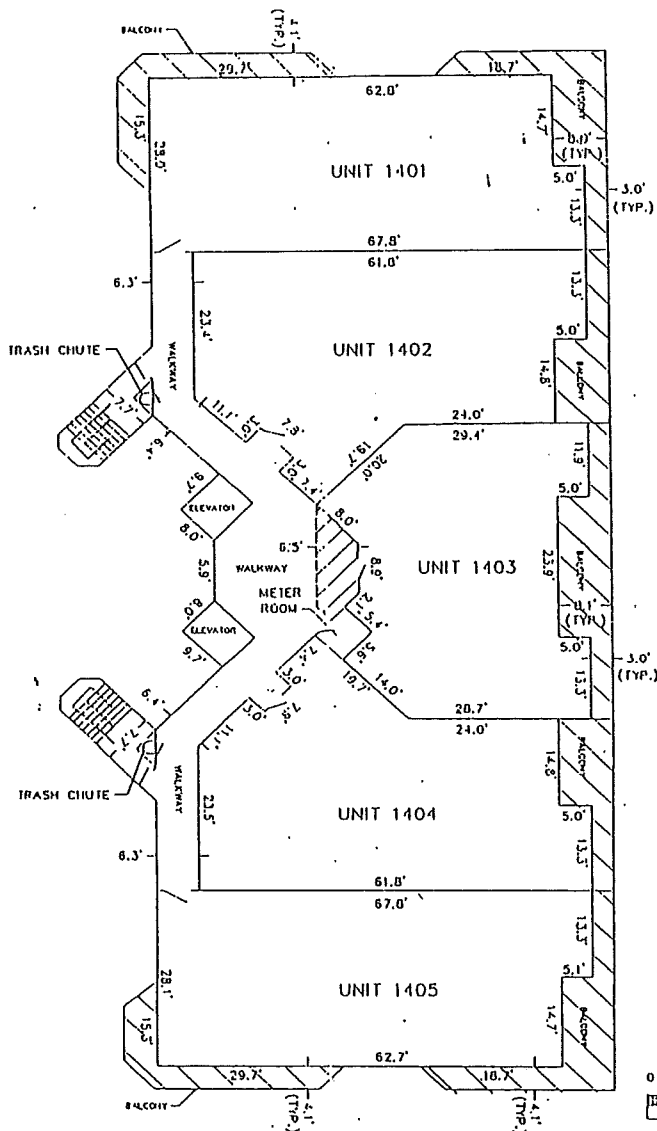


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**NORTH TOWER
THIRTEENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

O.R. BOOK 664 PAGE 1340

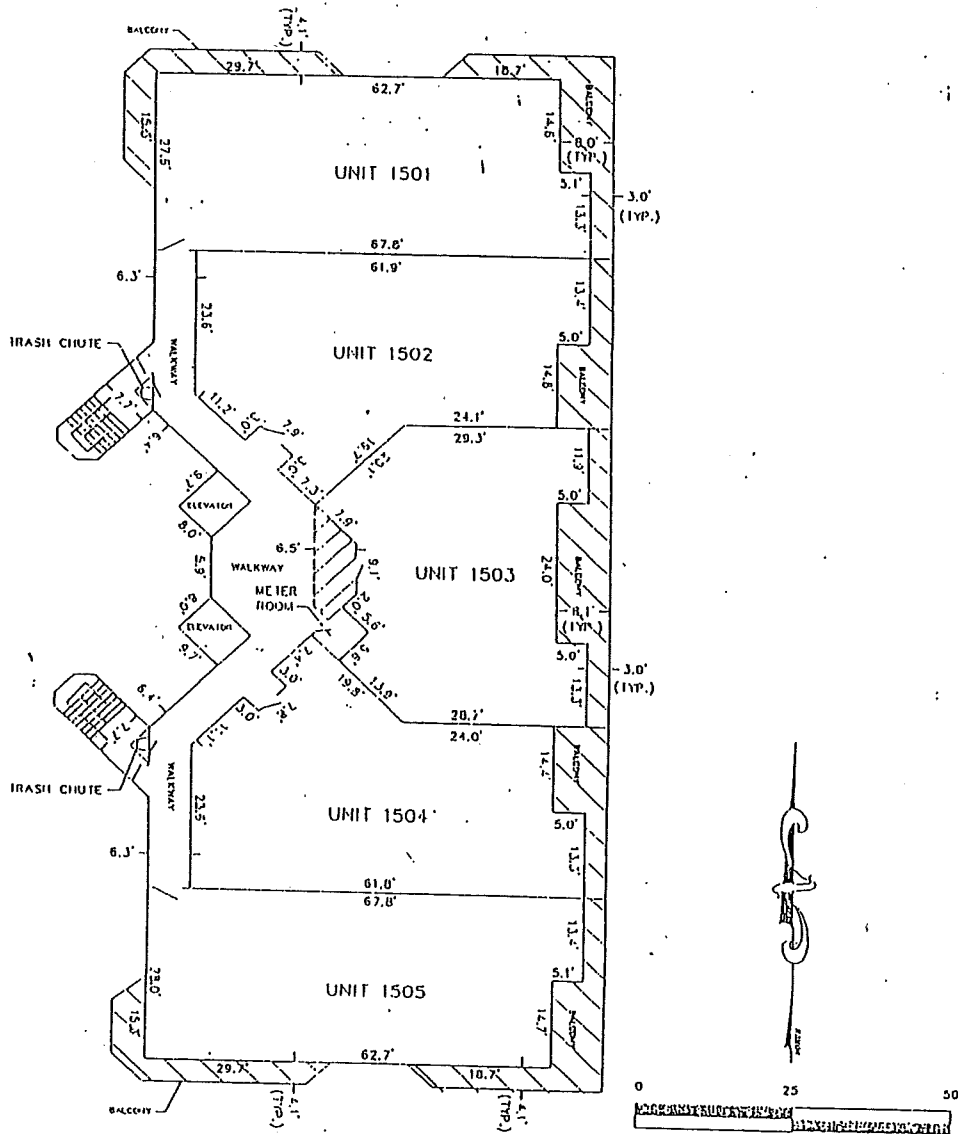


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**NORTH TOWER
FOURTEENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

U R BOOK 664 PAGE 1341

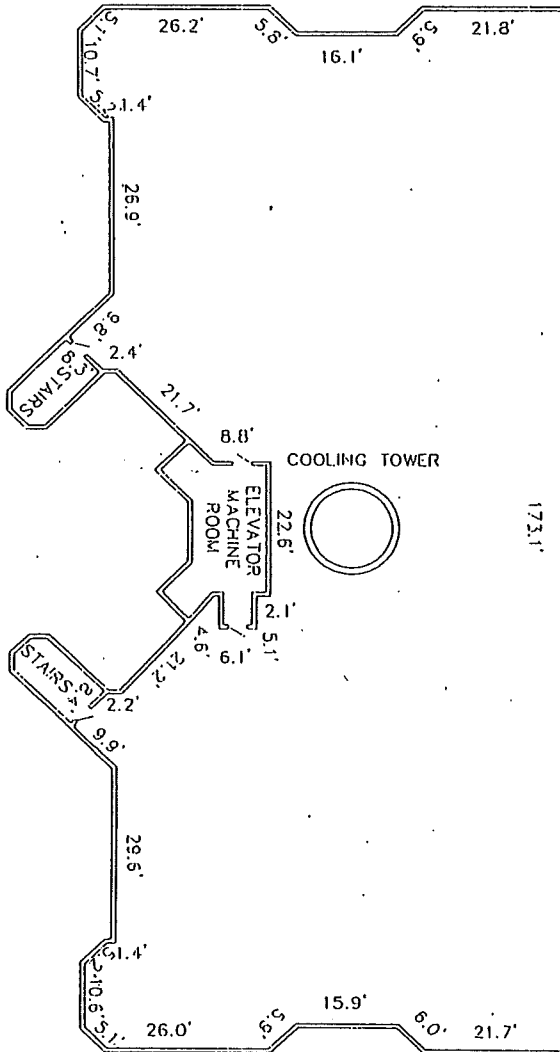


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**NORTH TOWER
FIFTEENTH FLOOR
TIARA TOWERS,
A CONDOMINIUM**

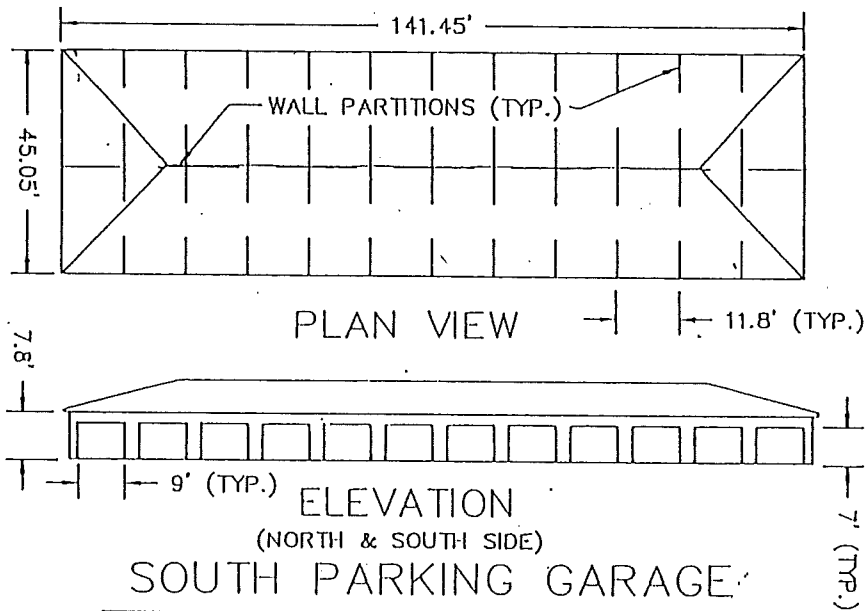
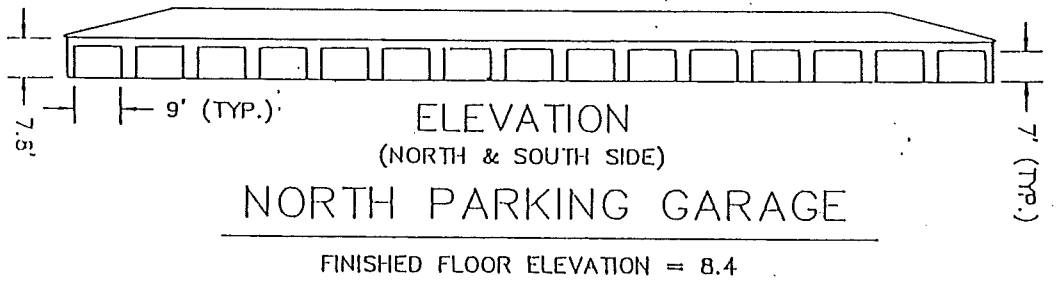
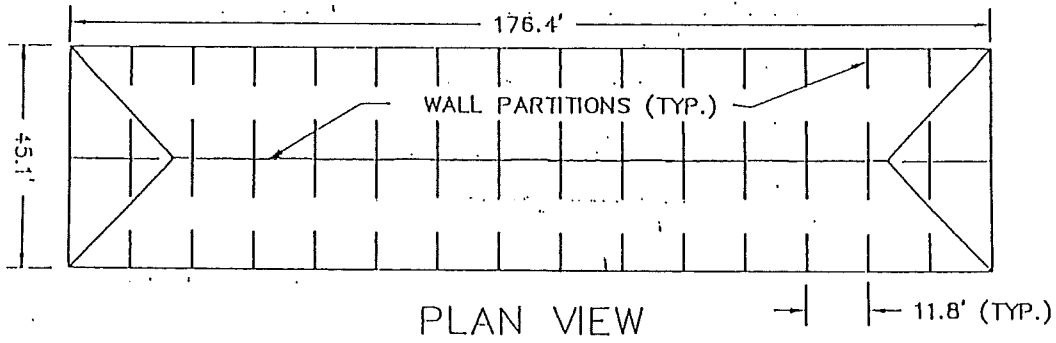
BOOK 664 PAGE 1342



NORTH TOWER
ROOF

TIARA TOWERS,
A CONDOMINIUM

U.S. BOOK 664 PAGE 1343



NOTE: FLOOR ELEVATIONS BASED ON N.G.V. DATUM

**PARKING GARAGES
TIARA TOWERS,
A CONDOMINIUM**

1007210

'89 NOV 17 P3:42

FILED AND RECORDED
DOUGLAS MCKINLEY
ST. LOUIS COUNTY

O.R. BOOK 664 PAGE 1344

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TIARA TOWERS NORTH CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 19, 1988, as shown by the records of this office.

The document number of this corporation is N26503.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
19th day of May, 1988.



CR2E022 (8-87)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State