

COPY

DECLARATION OF CONDOMINIUM FOR VISIONS, A CONDOMINIUM
ST. LUCIE COUNTY, FLORIDA

MADE this 21 day of December, 1993 by VISIONS OF NORTH HUTCHINSON ISLAND, INC., a Florida corporation, as owner of the real property hereinafter described, and developer of the improvements thereon (Developer), for itself, its successors, grantees, assignees and/or the transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

ARTICLE I. PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Ch. 718, Fla. Stat. (Condominium Act), and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is VISIONS, a Condominium.

1.2 The address of this condominium is 4000 North A-1-A, Ft. Pierce, St. Lucie County, Florida.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in St. Lucie County, Florida, as described in the attached Composite Exhibit A (the Land). Said Land shall be subject to conditions, restrictions, limitations, easements, and reservations of record.

1.4 All provisions of the Declaration shall be construed to be perpetual covenants running with the Land and with every part thereof and interest therein, and every condominium parcel owner and claimant of the Land, or any part thereof or interest therein, and his heirs, executors, and administrators, successors, and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided in this Declaration. Both the burdens imposed and the benefits shall run with each condominium parcel as defined in this Declaration.

ARTICLE II. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, the Bylaws and the Rules and Regulations of VISIONS CONDOMINIUM ASSOCIATION, INC., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 **Assessment** means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

2.2 **Association** means the corporate entity responsible for the operation of a condominium.

2.3 **Board of Administration** means the board of directors or other representative body responsible for administration of the association.

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2.4 Bylaws means the bylaws of the association existing from time to time.

2.5 Common Elements includes within its meaning the following:

2.5.1 The condominium property that is not included within the units.

2.5.2 Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.

2.5.3 An easement of support in every portion of a unit that contributes to the support of a building.

2.5.4 The property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements.

2.6 Common Expenses means all expenses and assessments properly incurred by the Association for the condominium.

2.7 Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rent, profit, and revenue on account of the common elements, over the common expenses.

2.8 Condominium means that form of ownership of real property that is created pursuant to the provisions of the Florida Condominium Act and that is comprised of units that may be owned by one or more persons, and there is appurtenant to each unit an undivided share in the common elements.

2.9 Condominium Parcel means a unit, together with the undivided share in the common elements that are appurtenant to the unit.

2.10 Condominium Property means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.11 Declaration or Declaration of Condominium means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.12 Developer means the entity that creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee or a Unit Owner who has acquired his unit for his owner occupancy. The Developer of this condominium is VISIONS OF NORTH HUTCHINSON ISLAND, INC., a Florida corporation, its successors and/or assigns.

2.13 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state chartered financial institution, real estate or mortgage investment trust, federal or state agencies, the Developer, or other duly licensed lending agency which shall be acceptable to and approved by the Board of Directors of the Association.

2.14 Limited Common Elements means those common elements that are reserved for the use of certain condominium unit or units to the exclusion of other units, as specified in the Declaration of Condominium.

2.15 Operation or "operation of the condominium" includes the administration and management of the condominium property.

2.16 Unit means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land or land and improvements together, as specified in this Declaration of Condominium.

2.17 Unit Owner or "owner of a unit" means a record owner of legal title to a condominium parcel.

2.18 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and all attached exhibits 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.

ARTICLE III. DEVELOPMENT PLANS

3.1 Improvements.

3.1.1 Annexed hereto and made a part hereof as Composite Exhibit A, are the survey and site plan and graphic descriptions of all units, including their identification numbers, location, and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

3.1.2 Where more than one typical unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described in Composite Exhibit A may not reflect the interior plans of the combined units, but the exterior boundaries of the combined unit remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all attached exhibits.

3.2 Plot Plan. A survey and plot plan of the lands comprising the condominium and locating the improvements constructed or to be constructed thereon, are included in Composite Exhibit A, attached hereto.

3.3 Unit Plans. The development plan of the condominium, which contain a survey, plot plan, elevations, and floor plans, are included in Composite Exhibit A, attached hereto. The legal description of each unit shall consist of the identifying number of such unit as shown on the attached Composite Exhibit A, hereto. Every deed, lease, mortgage, or other instrument may legally describe a unit, apartment, and/or condominium parcel by its identifying number as provided for on the attached Composite Exhibit A, and each and every description shall be deemed good and sufficient for all purposes.

ARTICLE IV. UNIT BOUNDARIES

Each unit shall include that part of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1 Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

4.3 Boundaries--Further Defined. The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits, and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for common elements. In those units where attic storage access is provided, a Unit Owner may use the crawl space for storage at the Unit Owner's risk. Any damage caused to the unit or common elements by using this storage area shall be the singular expense of the Unit Owner.

4.4 Terrace. Each terrace 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 terrace abuts. Said limited common element terraces are depicted on Composite Exhibit A to this Declaration of Condominium. The use of the limited common element terraces shall be subject to the provisions of the Declaration 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 terraces.

4.5 Garage Parking. Upon the assignment by the Developer of a garage parking space, said parking space shall be a Limited Common Element reserved for use by the owner of the unit to which the parking space is assigned.

4.5.1 Garage Parking-Utilities. Each garage parking space is proposed to be individually metered for electricity, such that the garage electrical service costs will not be the responsibility of the Association, rather, each unit owner will be responsible for the costs of providing electricity to such garage assigned to his Unit. The Association shall be responsible for all other costs associated with the operation, maintenance, repair, and replacement of the limited common element garage parking facilities.

ARTICLE V. OWNERSHIP

5.1 Type of Ownership. Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership. The owners of record of the units shall be members of the Association. There shall be one membership for each unit and if there is more than one record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owner's Rights. 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 not such use shall hinder or encroach upon the lawful rights of the owners of other units. There shall be a joint

use of the common elements and a joint mutual easement for that purpose is hereby created.

ARTICLE VI. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate and/or any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

ARTICLE VII. FRACTION OF OWNERSHIP OF COMMON ELEMENTS

The undivided share in the common elements appurtenant to each of the twenty-six (26) units in the condominium, stated as a fraction, is one-twenty-sixth (1/26th).

ARTICLE VIII. COMMON EXPENSE AND COMMON SURPLUS

The common expenses to be borne by each Unit Owner shall be a proportionate share of the total expenses and costs of the Association. Each Unit Owner shall be responsible for a portion of the common expenses and costs, and such share shall be in the fraction of the undivided share in the common elements to his unit as set forth in Article VII above.

8.1 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 Administration 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 except as stated in subsection 4.5.1., above.

(5) Premiums of all policies of insurance maintained by the Board of Administration pursuant to Article XV 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 Administration 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.

8.2 A working capital fund shall be established to provide the Association with initial funding. At the time of closing of the initial sale of each unit by the Developer, the initial purchaser of each unit from the Developer shall contribute to the working capital fund a sum equal to two months' assessments for the unit as determined by the operating budget of the Association. Only the initial purchaser of each unit from the Developer shall be required to contribute to the working capital fund. Neither the Developer nor any unit purchaser other than the initial purchaser of each unit from the Developer shall be required to contribute to the working capital fund. The working capital fund shall be held by the Association as Common Surplus and each unit owner's interest in the fund shall be in proportion to each unit owner's interest in the common elements. Amounts paid into the fund shall not constitute advance payment of regular assessments. The Board of Directors of the Association may make any expenditure of the working capital fund for any purpose by majority vote of the directors present at a director's meeting at which a quorum is present.

ARTICLE IX. MAINTENANCE, ALTERATIONS, AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units.

9.1.1 By the Association. The Association shall maintain, repair, and replace at the Association's expense:

9.1.1.1 All portions of a unit contributing to the support of the condominium building, which portions shall include but not be limited to outside walls of the apartment building and all fixtures on its exterior, those portions of boundary walls not a part of the unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

9.1.1.2 All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

9.1.1.3 All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

9.1.2 By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

9.1.2.1 To keep and maintain his unit, its equipment, and appurtenances in good order, condition, and repair, and to perform promptly all maintenance and repair work within the unit that, if omitted, would affect the condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability that his failure to do so may engender.

9.1.2.2 To maintain, repair, and replace any and all walls, ceilings, and floor interior surfaces, painting, decorating, and furnishings, and all other accessories that such owner may desire to place and maintain in his unit.

9.1.2.3 Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening, and railings of patios, sun decks or balconies.

9.1.2.4 To promptly report to the Association any defect or need for repairs for which the Association is responsible.

9.1.2.5 Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the Unit Owner.

9.1.2.6 Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair, or replacement of any common element therein or accessible therefrom, or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

9.1.2.7 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building and/or property.

9.1.3 Alteration and Improvement. A Unit Owner shall not do anything within his unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the Association property or Condominium property which is to be maintained by the Association.

9.2 Common Elements.

9.2.1 By the Association. Except as may be stated elsewhere, the maintenance and operation of the limited common elements and common elements, including the repair, maintenance, and replacement of landscaping and other improvements and facilities shall be the responsibility of the Association as a common expense.

9.2.2 Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no material alteration or substantial additions to the common elements or to real property which is Association property without prior approval in writing by not less than two-thirds (2/3) of the

members of the Association and by not less than 100% of all institutional mortgagees of record, as defined in paragraph 2.13.

9.2.3 Land Acquisition. The Association has the power to acquire title to or otherwise hold real property. Real property acquired or otherwise held by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an Amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. Such amendment, when recorded in the public records of St. Lucie County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the Unit Owners without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

9.2.4 Land Not Incorporated. Any land acquired by the Association that is not incorporated into the Condominium Property by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record Unit Owners of not less than sixty-seven percent (67%) of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

9.2.5 Personal Property. The Association has the power to acquire personal property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association. The power to acquire, sell, mortgage or otherwise dispose of personal property shall be exercised by the Board of Administration.

ARTICLE X. USE RESTRICTIONS

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

10.1 Units.

10.1.1 Each of the units shall be occupied only by an owner, members of his family, his servants and guests, as a residence and for no other purpose. No unit shall be permanently occupied by more than six (6) persons and the maximum permanent occupants and overnight guests shall be no more than eight (8) persons per unit.

10.1.2 Except as reserved to the Developer in paragraph 22.7, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

10.1.3 Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit or the apartment building without the prior written consent of the Board of Directors of the Association.

10.1.4 No clotheslines or similar devices shall be allowed on any patios, sun decks or balconies of the condominium units, or any other part of the condominium property, without the written consent of the Board of Directors of the Association.

10.1.5 No owner shall make, allow or cause to be made, any structural addition or alteration of his unit that would alter the exterior appearance of the unit or make any alteration to the common elements without the prior written consent of the Association.

10.1.6 No unit shall be occupied by relatives, tenants or guests while the Unit Owner is not in residence, unless such relative, guest or tenant has been authorized by written correspondence to the Association from the Unit Owner prior to such occupancy. The Board of Directors shall promulgate reasonable rules and regulations to accomplish such registration procedure.

10.1.7 Each unit owned by a corporation may be occupied only by persons approved by the Association in writing, and such approval shall be granted to carry out the use of the tenancy. Corporately owned units shall be used as residences, not as vacation or hotel accommodations.

10.2 Common Elements and Limited Common Elements. The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Nuisances. 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 or of the common elements which will increase the rate of insurance upon the condominium property.

10.4 Lawful Use. 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.

10.5 Signs. No signs shall be displayed from a unit or on common elements except such signs as shall have advance written approval by the Association.

10.6 Rules and Regulations. Reasonable rule 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.

10.7 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.

Sec 0-13 → **10.8 Pets.** 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 but not limited to, 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. No pets weighing over 75 pounds shall be permitted on the Condominium Property. The Association shall be authorized to make and amend from time to time rules and regula-

tions 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. 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.

10.9 Proviso. Provided however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium and assigned all garage parking, neither the Unit Owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all units and the assignment of all garage parking by the Developer, and the Developer may make such use of the unsold units and common elements as may facilitate such completion, sale and assignment, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs. Sales office signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

ARTICLE XI. MAINTENANCE OF COMMUNITY INTERESTS

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

11.1 Transfer Subject to Approval.

11.1.1 Sale. No Unit Owner may dispose of a unit or any interest therein by sale without approval of the Association, except to a Unit Owner.

See 0-13 **11.1.2 Lease.** No Unit Owner may dispose of a unit or any interest therein by lease without approval of the Association except to a Unit Owner. No unit may be leased more often than once during any thirty (30) day period.

11.1.3 Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

11.1.4 Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the association.

11.1.5 Other Transfers. If any Unit Owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

11.2 Approval by Association.

11.2.1 Notice to Association

11.2.1.1 Sale. A Unit Owner intending to accept a bona fide offer of sale of his unit, or any interest therein, shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. (A bona fide offer being defined as an offer in writing

binding upon the offeror and containing all the pertinent terms of such sale or lease, and accompanied by an earnest money deposit in an amount equal to ten percent (10%) of the purchase price if such offer is an offer to purchase a unit). Such notice at the Unit Owner's option may include a demand by the Unit Owner that if the proposed purchaser is not approved, the Association furnish a purchaser, which purchaser may be the Association; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

11.2.1.2 Lease. A Unit Owner intending to accept a bona fide offer to lease his unit or any interest together with the name and address of the intended lessee and other such information as the Association may reasonably require, and an executed copy of the proposed lease.

11.2.1.3 Gift: Devise: Inheritance: Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, 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.

11.2.1.4 Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the transfer of ownership. 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.

11.2.2 Certificate of Approval

11.2.2.1 Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and the information, the Association must either approve or disapprove the transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), and having the corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of St. Lucie County, Florida, at the expense of the purchaser.

{See D-13} **11.2.2.2 Lease.** If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President), in recordable form, which shall be delivered to the lessee.

11.2.2.3 Gift; Devise; Inheritance; Other Transfer. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, 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 (or a Vice 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.

11.2.3 Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the Unit Owner or purchaser is a corporation, the approval of ownership by the corporation shall be conditioned upon requiring that all persons occupying the unit be also approved by the Association.

11.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be disposed of in the following manner:

11.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within ten (10) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase by a purchaser approved by the Association who will purchase, and to whom the Unit Owner must sell the unit upon the following terms:

11.3.1.1 The price to be paid shall be that stated in the disapproved contract to sell.

11.3.1.2 The purchase price shall be on such terms as are contained in the disapproved contract or as may be otherwise agreed upon by the parties.

11.3.1.3 The sale shall be closed within the time frame specified in the disapproved contract or as may be otherwise agreed upon by the parties.

11.3.1.4 A certificate of the Association executed by its President (or a Vice President), having the corporate seal affixed, and approving the purchaser, shall be recorded in the public records of St. Lucie County, Florida, at the expense of the purchaser.

11.3.1.5 If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, the Unit Owner's proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the purchaser.

11.3.2 Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

11.3.3 Gifts; Devise; Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner not heretofore considered, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase by a purchaser approved by the Association who will purchase, and to whom the Unit Owner must sell the unit upon the following terms:

11.3.3.1 The sale price shall be the fair market value determined by agreement between the seller and purchaser within ten (10) days from the delivery or mailing of such agreement. In the absence of such agreement, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

11.3.3.2 The purchase price shall be paid in cash.

11.3.3.3 The sale shall close within thirty (30) days following the determination of the sale price.

11.3.3.4 A certificate of the Association, executed by its President (or a Vice President), having its corporate seal affixed, approving the purchaser shall be recorded in the public records of St. Lucie County, Florida, at the expense of the purchaser.

11.3.3.5 If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the Unit Owner.

11.4 **Exceptions.** The foregoing provisions of this Article entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by an institutional mortgagee which acquires title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this Article apply to the sale or other transfer of a unit by the Developer.

11.5 **Unauthorized Transactions.** Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.6 **Purchase of Units by the Association.** The Association shall have the power to purchase units subject to the following provisions:

11.6.1 **Decision.** The decision of the Association to purchase a unit shall be made by Seventy-Five Percent (75%) approval of its entire membership; provided, however, that the foregoing seventy-five percent (75%) member approval shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

11.6.2 Exceptions. The foregoing provisions of Sections 11.1 through 11.5 shall not apply to a transfer to or purchase by the Association.

11.7 Rights of Developer. Anything to the contrary herein notwithstanding, before the Association approves any sale of a Unit or elects to purchase the Unit itself, the Association must first offer such Unit to the Developer and allow the Developer to accept the Outside Offer as long as the Developer owns a Unit. Notice of receipt of an Outside Offer must be delivered to the Developer by the Association within five (5) days after such notice is received by the Association as aforesaid. The Developer's election shall be given to the Board in writing within five (5) days of the date the Developer is notified of the Outside Offer in writing. The approval of any sale by the Association, however, in violation of this Section shall be conclusive and may be relied upon by an Outside Offeror acting in good faith and acquiring the Unit for value. The Association will, however, in such case be liable to the Developer for damages. Any closing agent or title insurance agent shall have the unqualified right to rely solely upon the approval of sale by the Association and the failure to obtain a waiver of the rights to purchase granted to the Developer in this section shall not subject any closing agent or title insurance agent participating in the closing of any unit to any liability and the absence of such waiver shall not in any way impair or affect the marketability of title to any unit. Further, upon satisfaction of the construction mortgage from the Developer for construction of the condominium, Developer shall have the right but not the obligation to record a blanket waiver of the provisions granted to Developer hereunder which waiver shall not require joinder by any third party in order to be effective.

ARTICLE XII. PARKING SPACES

The following provisions will be applicable to the transfer and assignment of parking spaces.

12.1 Parking; Assignment. As depicted on attached Composite Exhibit A, the common elements include uncovered parking spaces and garage parking spaces within garage parking structures. These parking spaces and parking structures will be available for use pursuant to the Declaration and such rules as the Association may promulgate and from time to time amend. The garage parking will be limited common elements upon assignment by the Developer. Each Unit shall have as an appurtenance the right to be assigned the exclusive use of one (1) parking space. No additional parking appurtenances shall be deemed to be created.

12.2 Developer's Rights to Assign Parking. Notwithstanding anything in this Declaration or elsewhere to the contrary, the Developer retains the irrevocable right to assign to Units at its sole discretion, without consent of the Association or the Unit Owners, each garage parking space.

12.3 Manner of Assignment of Parking by the Developer. Subsequent to the recording of this Declaration, at the closing of the sale of a Unit by the Developer to a purchaser, the Developer shall furnish the purchaser with a deed to the purchaser's unit which shall make reference to the garage parking space being assigned. Upon recording of the deed in the public records of St. Lucie County, Florida, the use of said parking shall be deemed to be assigned to said Unit by the Developer.

ARTICLE XIII. EASEMENTS

Each of the following easements 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 their proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium.

13.1 Utilities. 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.

13.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

13.3 Support. Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

13.4 Perpetual Nonexclusive 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 owners of units 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.

13.5 Right of Entry into Private Dwellings in Emergencies. In case of an emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association, a key, combination, or other means of entry as is applicable to such unit.

13.6 Right of Entry for Maintenance of Common Elements . Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration, replacement or repair to the common elements or any portion of a unit to be maintained by the Association, or as necessary to prevent damage to the common elements or to a Unit, the owner of each unit shall permit the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only during reasonable hours.

13.7 Easement for Unintentional and Non-Negligent Encroachment. In the event that any unit shall encroach upon any of the common elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners, or agents of such Owner or Owners, then an easement appurtenant to such unit shall exist; and, in the event that any portion of the common elements shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

13.8 Air Space. An exclusive easement for the use of the air space occupied by a condominium unit as it exists at any particular time and as the unit may lawfully be altered.

13.9 Easements for Encroachments. Easements for encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

13.10 Easement for Overhangs. Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

13.11 Easement for Air Space of Common Elements. An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereof, situated in and/or on common elements of the condominium but exclusively serving and individually owned by the owner of the unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

ARTICLE XIV. ASSOCIATION

In order to provide for the proficient and effective administration of this condominium by the owners of units, a nonprofit corporation known as VISIONS 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 Bylaws and the Rules and Regulations promulgated by the Association from time to time.

14.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit B.

14.2 Bylaws. The Bylaws of the Association shall be the bylaws of the condominium, a copy of which is attached hereto as Exhibit C.

14.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

14.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

14.6 Membership. 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 except for subscribers to the Articles of Incorporation. 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 St. Lucie County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such 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.

14.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

14.8 Rights of Institutional mortgagees regarding Association records and meetings. Institutional mortgagees shall have the right upon written request to examine the Associations books, records and financial statements, to receive notice of Association meetings and to attend such meetings, and to receive notice of any unpaid assessments on any unit for which the mortgagee hold the mortgage.

ARTICLE XV. INSURANCE

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

15.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida, provided, however, all such insurance policies must be accepted and approved by the institutional mortgagee holding the largest aggregate dollar sum of mortgages encumbering condominium parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

15.2 Coverage

15.2.1 Casualty. All buildings and improvements upon the land, including units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

15.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance.

15.2.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use, including but not limited to, vandalism and malicious mischief.

15.2.2 Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors

of the Association with cross-liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

15.2.3 Workmen's Compensation. As shall be required to meet the requirements of law.

15.2.4 Association Insurance. Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners, including Directors' liability insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

15.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

15.4 Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to the Association, as trustee, or such banking institution with trust powers as may be approved and designated trustee by the Board of Directors of the Association, herein referred to as the "Insurance Trustee." All insurance policies shall require written notification to each institutional mortgagee not less than thirty (30) days in advance of cancellation of any insurance policy insuring the condominium property.

The Association shall furnish copies of policies to institutional mortgagees upon request and shall furnish copies of Certificates of Renewal not less than ten (10) days prior to policy expiration.

The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

15.4.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each Unit Owner being the same as his share in the common elements, as same are hereinabove stated.

15.4.2 Units. Proceeds on account of units shall be held in the following undivided shares:

15.4.2.1 Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each Unit Owner.

15.4.2.2 Total Destruction. When the building is to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

15.4.2.3 Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages that it may hold against units, except to such extent as said insurance proceeds may exceed the actual

cost of repair or restoration of the damaged building or buildings, and except as contained in Section 16.1.2.2., no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

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

15.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

15.5.2 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 thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

15.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

15.5.4 Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary as to the names of the Unit Owners and their respective shares of distribution.

15.5.5 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

ARTICLE XVI. RECONSTRUCTION OR REPAIR AFTER CASUALTY

16.1 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:

16.1.1 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.

16.1.2 Condominium Building

16.1.2.1 Lesser Damage. If the damaged improvement is a part of the condominium building, and if units to which less than seventy-five percent (75%) of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

16.1.2.2 Major Damage. If the damaged improvement is part of the condominium building and if units to which more than seventy-five percent (75%) of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing not to reconstruct or repair and the mortgagee holding the note and mortgage from the Developer for the construction of the condominium, or the Institutional Mortgagee holding the greatest number of unit mortgages if the construction loan has been satisfied, approves the owner's agreement not to reconstruct or repair, in which event the condominium will be terminated as elsewhere provided.

16.1.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.1.4 Right of Mortgagees. Notwithstanding anything to the contrary, if the decision not to reconstruct or repair is made and approved, no payment of any insurance proceeds shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his unit in the order of priority of such mortgages and liens.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, 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 the condominium building, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

16.3 Responsibility. If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

16.4 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

16.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the Unit Owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

16.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

16.7 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

16.7.1 Association. If costs of reconstruction and repair which are the responsibility of the Association, are more than \$25,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

16.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from the collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

16.7.2.1 Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner, shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly.

16.7.2.2 Association--Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, 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 which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

16.7.2.3 Association--Major Damage. If the amount of the estimated costs of reconstruction and repair which the responsibility of the Association is more than \$25,000.00, then the construction fund 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 the State of Florida and employed by the Association to supervise the work.

16.7.2.4 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 reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

16.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association with 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, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. 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 the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

ARTICLE XVII. ASSESSMENTS

The making and collecting of assessments against Unit Owners for common expenses shall be the obligation of the Board of Directors pursuant to the bylaws and subject to the following provisions:

17.1 Share of the Common Expenses. Each Unit Owner shall be liable for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, such shares being set forth in Articles VII and VIII, hereof. A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

17.2 Nonwaiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.

17.3 Interest, Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien for Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon and reasonable attorney's fees, as provided in the Florida Condominium Act as amended from time to time, against the owner of such condominium parcel.

Said lien shall be effective from and after the time of recording in the public records of St. Lucie County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect and secure unpaid assessments, interest, costs and attorney's fees, as provided in the Condominium Act. Such claims of lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the times of recording of the claim of lien.

17.5 Collection and Foreclosure. The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the Unit Owner may be required by the court to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or occupant.

17.6 Liability of Mortgagee, Lienor, or Judicial Sale Purchaser for Assessment. Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record on a unit, obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or when the mortgagee of a first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors, and assigns shall be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former Unit Owner of such parcel that became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, only to the extent and in the proportion that such liability is imposed on the mortgagee by the provisions of Chapter 718, Florida Statutes, (The Florida Condominium Act) as amended from time to time, or to the extent that such share is secured by an enforceable claim of lien for assessments that is recorded prior to the recording of the mortgage. Any such unpaid share of common expenses or assessment, or portion thereof, shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure.

17.7 Numbering has been retained but text has been deleted.

17.8 Unpaid Assessments--Certificates. 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 this condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

ARTICLE XVIII. COMPLIANCE AND DEFAULT

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

18.1 Negligence. 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.

18.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws 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 prevail-

ing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

18.3 No Waiver of Rights. 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.

ARTICLE XIX. AMENDMENT OF DECLARATION

Except as elsewhere provided otherwise and subject to the rights of the Developer to amend this Declaration as provided by Florida Statutes Chapter 718, and this Declaration, this Declaration of Condominium may be amended in the following manner:

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

19.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approvals must be either by:

19.2.1 Not less than a majority of the votes of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

19.2.2 Not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

19.2.3 No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other units approve the amendment. The acquisition of property by the Association, and material alterations or substantial additions to such property or the common elements by the Association in accordance with Section 718.111(7) or Section 718.113, Florida Statutes, shall not be deemed to constitute a material alteration or modification of the appurtenances to the units.

19.3 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:

19.3.1 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.

19.3.2 Any amendment adopted pursuant to the provisions of paragraph 19.3. shall not materially adversely affect the property rights of Unit Owners unless the affected Unit Owners consent in writing.

19.4 Proviso.

19.4.1 If it appears that this Declaration or any exhibits hereto contain any scrivener's error or omission such as, but not limited to, legal description error, surveyor's error or clerical error, (such error may be, among other things, the failure to designate an appropriate undivided share of the common expenses or ownership of common surplus or common elements such that the sum total distributed fails to equal one hundred percent (100%)), then such error or omission may be corrected by filing an appropriate amendment in the Public Records of St. Lucie County, Florida, by the Board of Administration or a majority of the Unit Owners. Such amendment need not be approved by, consented to, or joined in by the Unit Owners, Lienors, or mortgagees of Units. As part of any amendment correcting a legal description error, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (a) said individual made an error in the legal description; (b) the error is corrected by the description contained in the amendment; and (c) it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment.

19.4.2 Except for the rights to amend this Declaration reserved unto the Developer, no amendment made subsequent to the Developer's relinquishment of control of the Association to unit owners other than the Developer may change the configuration or size of any condominium unit in any material fashion, materially modify or alter the appurtenances to the unit, or change the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus unless the record owner of the unit and all record institutional mortgagees of the unit as defined in paragraph 2.13 join in the execution of the amendment and unless all record owners of all other units approve the amendment. The provisions of this subparagraph 19.4.2 shall not be applicable to amendments made prior to the Developer's relinquishment of control of the Association to unit owners other than the Developer; and

19.4.3 No amendment shall make any change in the section entitled "Insurance," nor in the section entitled "Reconstruction or Repair After Casualty," unless all Institutional Mortgagees of record holding mortgages upon condominium parcels shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change that would in any way affect any of the rights, privileges, powers, and options of the Developer unless the Developer shall join in the execution of such amendment.

19.5 Execution and Recording. A copy of each amendment, other than amendments made by the Developer, 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 St. Lucie County, Florida. An amendment by the Developer must be evidenced in writing but a certificate of the Association is not required.

19.6 Termination Amendments. The section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon condominium parcels.

19.7 Notwithstanding anything in the Declaration or the Articles or Bylaws of the Association to the contrary, this Declaration may be amended by a vote of not less than fifty percent

(50%) of the members of the Board of Administration of the Association without approval or consent of the Unit Owners, Lienors, or mortgagees of Units, at any time and from time to time (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, but not limited to, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Units subject to this Declaration.

ARTICLE XX. DEVELOPER'S UNITS AND PRIVILEGES

20.1 Developer. The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances comprising this condominium. Therefore, the Developer, until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell or otherwise transfer units to any person approved by the Developer. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain officers, use the common elements and show units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

20.2 Expenses; Developer Guarantee. Upon the recordation of this Declaration in the Public Records of St. Lucie County, Florida, and until Developer relinquishes control of the Association to Unit Owners other than the Developer, the Developer will be excused from the payment of its share of the common expenses in respect to Developer owned units and the Developer guarantees that, during said period, the assessment for common expenses of the condominium imposed upon Unit Owners other than the Developer shall not increase over a stated dollar amount of \$ 341.84, and during said guarantee period, the Developer shall be required to contribute only such sums to the common expenses of the condominium as incurred and required during that period and which have not been produced by assessment at the guaranteed level receivable from other Unit Owners, as may be required for the Association to maintain the condominium. In no event shall the Developer be required to contribute to the common expenses as to the units owned by it in any amount exceeding the obligation for such unit as specified and set forth in this Declaration and the exhibits attached hereto. Commencing on the expiration of the period of a guaranteed level of assessments as aforesaid, the Developer shall contribute to the common expenses, as to the units owned by it, in the same manner as all other Unit Owners.

20.3 Amendment. Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment without the consent of the Developer until the Developer has sold all of the units and assigned all of the garage parking in VISIONS, a condominium.

ARTICLE XXI. TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

21.1 Destruction. In the event that it is determined in the manner elsewhere provided that the condominium building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

21.2 Agreement. The condominium may be terminated by the approval in writing of all of the owners of the units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than eighty-five percent (85%) of the common elements, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

21.2.1 Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased of an agreement to purchase, signed by the record owners of the units who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall provide for the purchase of all of the units owned by the owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

21.2.2 Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

21.2.3 Payment. The purchase price shall be paid in cash.

21.2.4 Closing. The Sale shall be closed within thirty (30) days following the determination of the sale price.

21.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of St. Lucie County, Florida.

21.4 Shares of Owners After Termination. After termination of the condominium, Unit Owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

21.5 Rights of Mortgagees. Notwithstanding anything to the contrary, if a termination of the condominium results in any funds or proceeds being payable to the Unit Owners, such as proceeds from a condemnation or insurance proceeds from casualty loss where the **decision is made not** to reconstruct or repair, then no such payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his unit in the order of their priority.

21.6 Amendments. This section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon condominium parcels.

ARTICLE XXII. RIGHTS RESERVED UNTO THE DEVELOPER

In addition to all other rights reserved unto the Developer by Chapter 718, Florida Statutes, this Declaration and all exhibits hereto, the following rights are hereby reserved unto the Developer:

22.1 The Developer is entitled to control the Association by designation and selection of the members of the Board of Administration of the Association as provided in the Bylaws of Visions Condominium Association, Inc.

Whenever the Developer shall be entitled to designate and select any person to serve on any Board of Directors of the Association, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association, and Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any Director so removed for the remainder of the unexpired term of any Director so removed. Any Director designated and selected by Developer need not be a Unit Owner or resident of the Condominium.

Any representative of Developer and/or its successors in interest, serving on the Board of Directors of the Association, shall not be required to disqualify himself upon any vote upon any contract, lease or other agreement, wherein the Developer and/or its successors in interest may have a pecuniary or other interest. Similarly, Developer and/or its successors in interest as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of Association upon any contract, lease or other agreement wherein Developer and/or its successors in interest may have a pecuniary or other interest.

22.2. If the Developer holds Units for sale in the ordinary course of business and/or has not fully assigned all garage parking, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a Unit Owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sales of Units and/or assignment of garage parking by the Developer; however an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

22.3. Easement Over and Upon Common Elements. An easement shall be reserved in favor of the Developer and any other companies, corporations, persons, or partnerships associated or related to them in the development of this Condominium over and upon all Common Elements of the Condominium, for the purposes of use, sales,

ingress and egress of the Developer, its agents, guests, designees, successors and assigns. The purpose of this easement shall be for the non-exclusive right of the Developer and any other associates, persons, partnerships, firms or corporations, to use the Common Elements for the purposes of development and sales within this Condominium.

22.4. Developer's Option to Increase or Decrease Condominium Unit Prices. Except for a Unit for which a final Purchase Agreement has been entered into by the Developer and a Purchaser, Developer reserves the right to increase or decrease the sales price of any Unit.

22.5. Right of Developer to Freely Sell, Purchase or Transfer by Gift any Units Owned by It. The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual Units and appurtenances comprising this Condominium. The Developer retains the right to be the owner of all unsold Units. The Developer, until all of the Units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, with the unrestricted right to sell or otherwise transfer developer owned units to any person approved by the Developer, no notice to and no approval by the Association being required. Said Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale or other transfer of Units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain officers, use the common elements and show Units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

22.6. Right to Complete Construction and Restrict Access to Construction Site. The Developer retains the right to complete construction of improvements and additions to the common elements in compliance with its plans and specification for this Condominium. During such time as the Developer, its successors or assigns, is in the process of construction on any portion of the Condominium the Developer, its successors or assigns, reserve the right to prohibit access to any portion of the Common Elements of the Condominium to any of the occupants of the Condominium, and to utilize various portions of the Common Elements of the Condominium in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units within the Condominium, or has not fully assigned the garage parking, and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

22.7. Right to Change Unit Interior. Developer reserves the right to change the interior design and arrangement of all Units and combine contiguous Units so long as the alteration does not change the configuration or size of any condominium unit in any material fashion or change the percentage of ownership and voting rights of the Unit Owners and the total number of Units, as long as Developer owns the Unit so changed and altered, provided such change shall be contained in an amendment of this Declaration, and provided, further, that an amendment for such purpose need be executed and acknowledged only by the Developer and all record owners of liens on the unit and need not be approved by the Association, its officers or directors, or by Unit Owners other than the Developer, whether or not elsewhere required for an amendment to this Declaration.

22.8. Developer Excused from Payment of Common Expenses. The Developer is excused from its share of the common expenses in respect to Units owned by the Developer as provided in Article 20 of this Declaration.

22.9. Right to Assignment of Parking. The Developer retains the right to assign the use of the Garage Parking.

22.10. Right to Approval of Amendments. Notwithstanding any thing in this Declaration to the contrary, no provision of this Declaration granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities, usages or dispensations without the written approval of the Developer so long as the Developer or any successor and/or assign shall own any Units or retain any assignment rights to any Garage Parking Facilities in this Condominium.

22.11. Construction Lenders Rights to Succeed to Developer's Rights and Privileges. All rights, benefits and privileges in favor of the Developer as set forth in this Declaration, the Articles and Bylaws of the Association or any of the other condominium documents, shall inure to the benefit of the holder of the construction mortgage encumbering the Condominium Property or a receiver or third party purchaser at a foreclosure sale or deed given in lieu of foreclosure, in the event it succeeds to the Developer's interest.

ARTICLE XXIII. DEVELOPER DISCLAIMER OF WARRANTIES

The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or the condominium documents except as specifically set forth herein, or provided by law, and no person shall rely upon any warranty or representation not so specifically made herein or provided by law. Any estimates of common expenses, taxes or other charges are believed accurate, but no warranty or guaranty is made or intended, nor may one be relied on, except where the same is specifically warranted or guaranteed.

ARTICLE XXIV. SEVERABILITY AND INVALIDITY

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions that shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

ARTICLE XXV. INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same in Ch. 718, Fla. Stat., as they exist at the time of the original recordation of this Declaration in the Public Records of St. Lucie County, Florida. 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.

ARTICLE XXVI. EMINENT DOMAIN OR CONDEMNATION PROCEEDINGS

In the event that eminent domain or condemnation proceedings are successfully litigated against the condominium the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as pertain to the common elements, and disbursed to Unit Owners and their Mortgagees as their interests appear of record, as follows: The proceeds shall be applied first to Institutional First Mortgagees, then to the Association for unpaid assessments, third to Mortgagees other than Institutional First Mortgagees and lastly, to the Unit Owners.

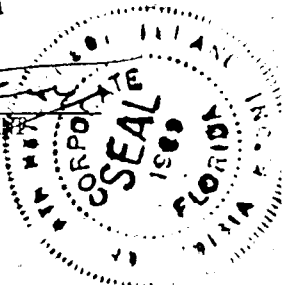
IN WITNESS WHEREOF, the Developer, VISIONS OF NORTH HUTCHINSON ISLAND, INC., a Florida corporation, has caused the execution of this Declaration of Condominium this 21st day of December, 1993.

Witnesses:

D Anne Honkonen
JOANNE HONKONEN
Valerie M Canawt
VALERIE MCANAWT
STATE OF FLORIDA
COUNTY OF ST. LUCIE

VISIONS OF NORTH HUTCHINSON ISLAND, INC. , a Florida corporation, Developer

By: Gerald A. DiBartolomeo, Jr.
GERALD A. DIBARTOLOMEO, JR., PRESIDENT



The foregoing instrument was acknowledged before me this 21st day of December, 1993 by GERALD A. DIBARTOLOMEO, JR. as PRESIDENT of VISIONS OF NORTH HUTCHINSON ISLAND, INC., a Florida corporation, on behalf of said corporation.

Diane M. Lincoln
Notary Public, State of Florida
My Commission Expires:



DIANE M. LINCOLN
MY COMMISSION # CC311997 EXPIRES
August 22, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

LEGAL DESCRIPTION

PARCEL 1:

That part of the North 200 feet of the South 500 feet of Government Lot 1, lying East of State Road A-1-A in the North half of Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida, as measured at right angles to the South line of said Government Lot 1, as shown on plat of survey of said Section 23, recorded in Plat Book 8, Page 21, of the St. Lucie County, Florida, Public Records, less the right-of-way of State Road A-1-A.

PARCEL 2:

That part of the North 100 feet of the South 300 feet of Government Lot 1, lying East of State Road A-1-A, in the North 1/2 of Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida, as measured at right angles to the South line of said Government Lot 1, as shown on plat of survey of said Section 23, recorded in Plat Book 8, Page 21, of the St. Lucie County, Florida, Public Records, less the right-of-way of A-1-A.

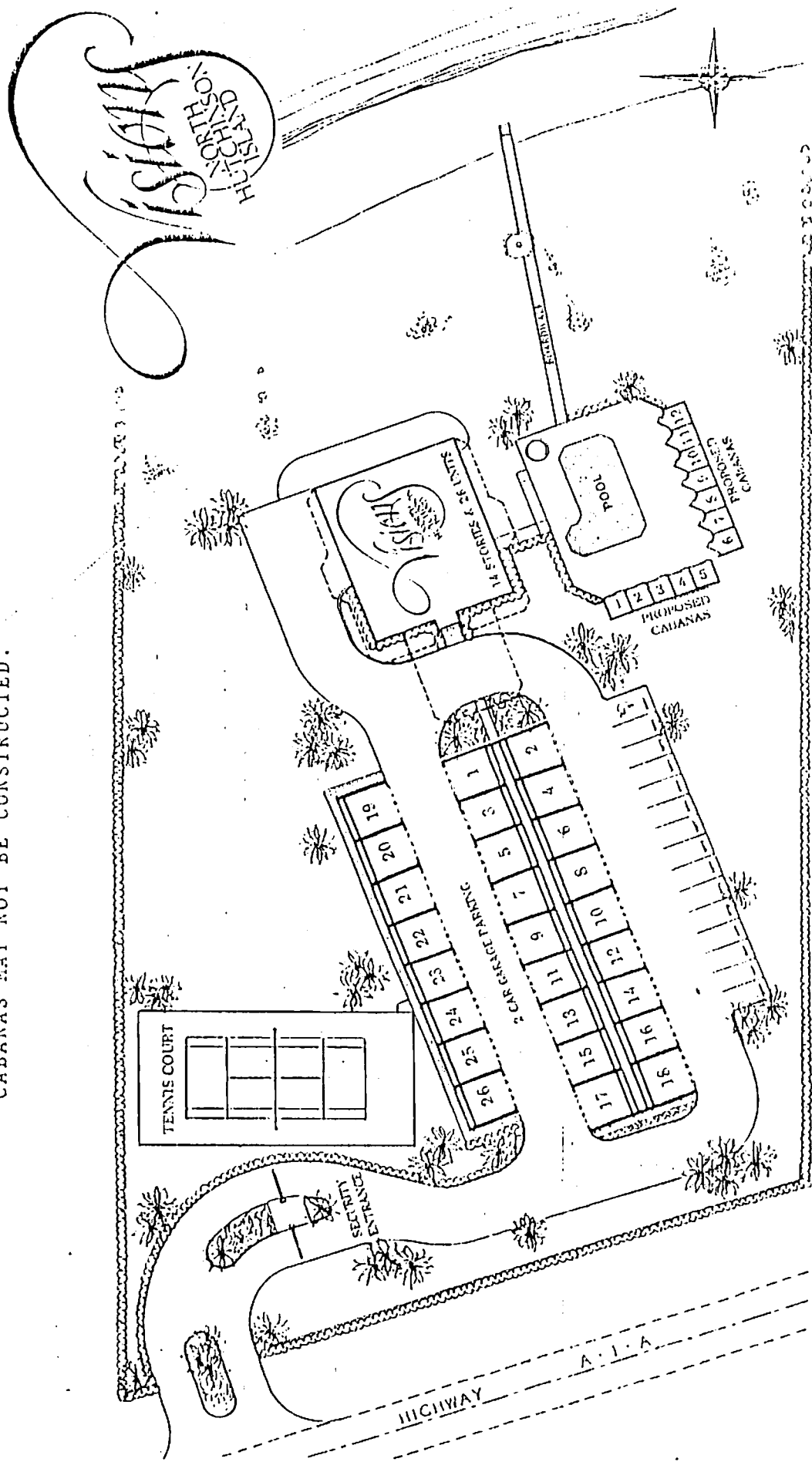
ALL PLANS AND DRAWINGS SHOWN WITHIN THIS
COMPOSITE EXHIBIT A ARE PROPOSED AND
SUBJECT TO VARIATIONS OCCURRING DURING CONSTRUCTION.
FINAL "AS-BUILT" PLANS MAY CONTAIN VARIATIONS
OCCURRING DURING THE CONSTRUCTION PROCESS.
ALL IMPROVEMENTS ARE PROPOSED AND SUBJECT TO ALL
APPLICABLE GOVERNMENT AND REGULATORY PERMITTING AND APPROVAL.

COMPOSITE EXHIBIT "A"

TO

DECLARATION OF CONDOMINIUM

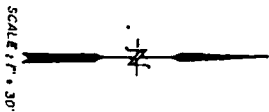
THE IMPROVEMENTS SHOWN ARE PROPOSED.
 ACTUAL CONSTRUCTION MAY VARY.
 CABANAS MAY NOT BE CONSTRUCTED.



VISIONS, A CONDOMINIUM

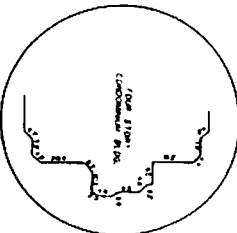
SITE PLAN

SCALE: 1" = 40.0'

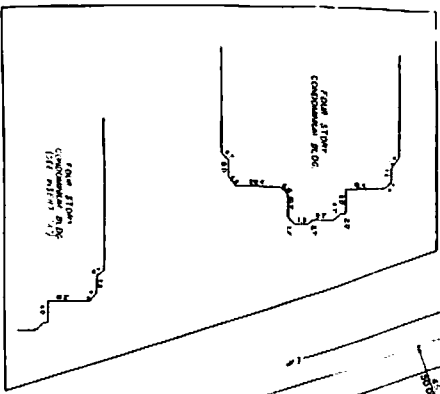


ATLANTIC OCEAN

INSERT "A"



INSERT "B"



- NOTES:**
1. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE FLORIDA BOARD OF SURVEYING.
 2. THE SURVEY WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF FLORIDA.
 3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF FLORIDA.
 4. THE SURVEY WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF FLORIDA.
 5. THE SURVEY WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF FLORIDA.
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 8. THE SURVEY WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF FLORIDA.
 9. THE SURVEY WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF FLORIDA.
 10. THE SURVEY WAS CONDUCTED BY THE SURVEYOR GENERAL OF THE STATE OF FLORIDA.

MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS



1000 SOUTH 11th AVENUE
SUITE 100
MIAMI, FLORIDA 33130
(305) 358-1111
FAX (305) 358-1112

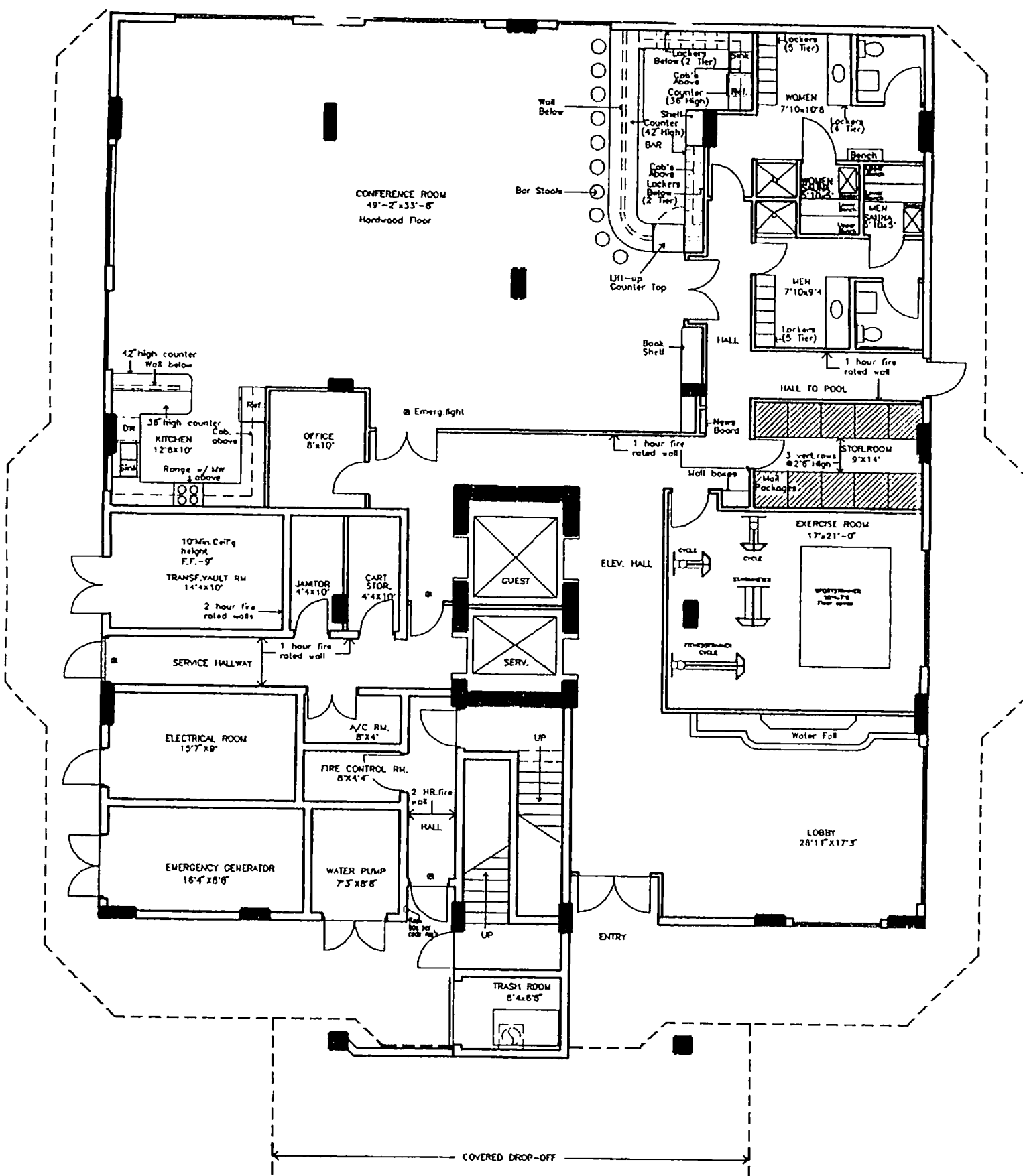
A BOUNDARY & TOPOGRAPHIC

SURVEY FOR

ROMAR ENGINEERS & CONTRACTORS

DATE OF SURVEY: 10/1/90
SCALE: 1" = 30'

FIGURE NO. 1876
DATE: 10/1/90
BY: J.E.C.



VISIONS

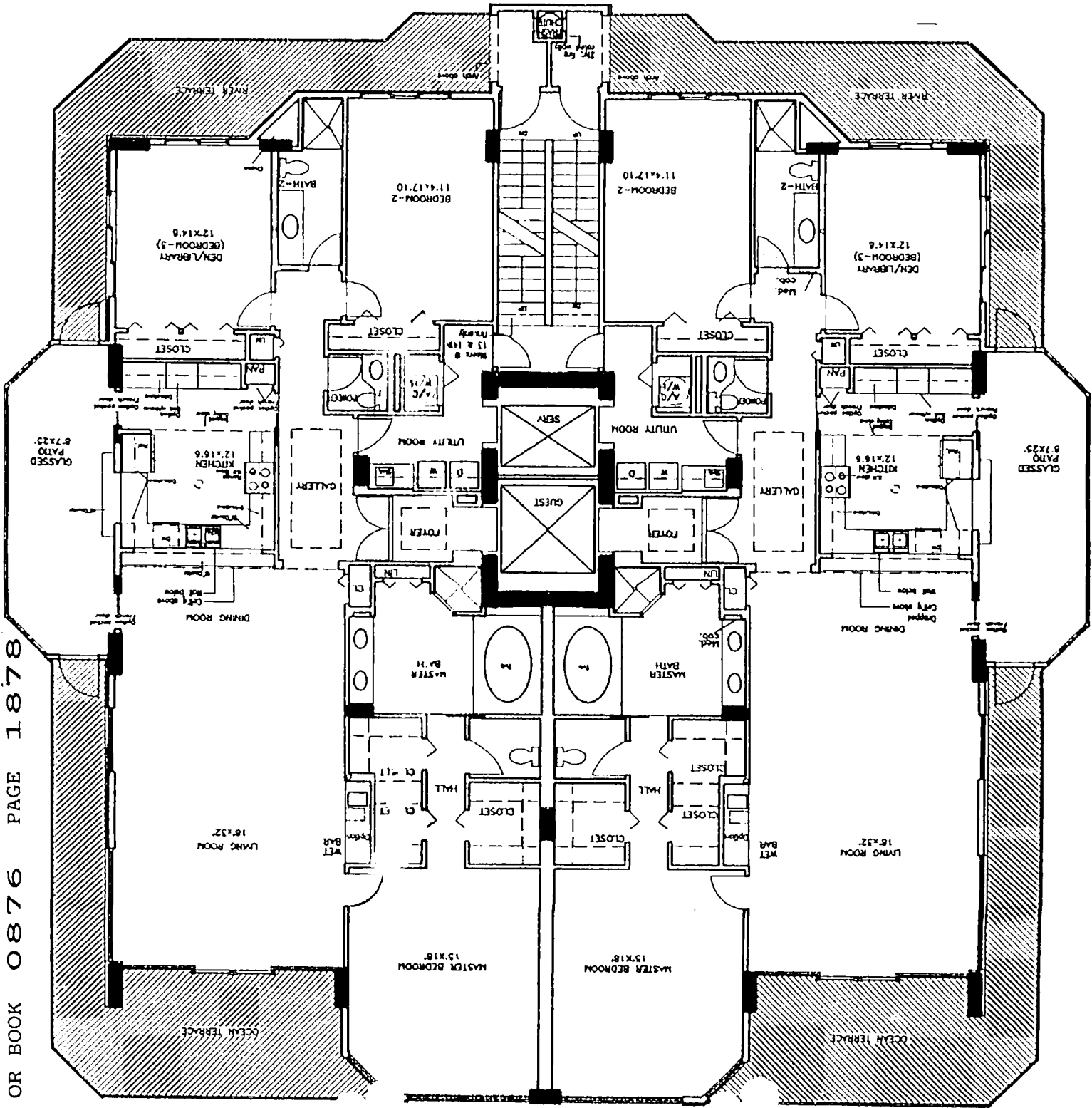
GROUND FLOOR PLAN

Scale: $3/32" = 1' - 0"$

NOTES:

1. Interior unit dimensions are to unfinished face of block walls. Other interior room sizes are to face of finished walls.
2. All angular walls deflect at 45 or apparent increments thereof.
3. Perimeter walls align with upper levels.
4. Limited common elements are depicted by cross matching.
5. All areas, with the exception of limited common elements and units are common elements.

PROPOSED GROUND FLOOR PLAN



Living Area		2,744
Terraces		576
TOTAL		3,320

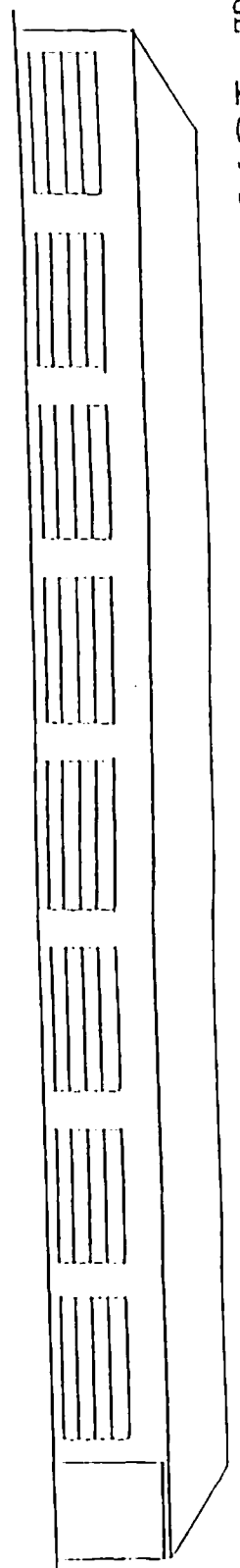
TYPICAL FLOOR PLAN
Scale: 3/32"=1'-0"

Oral representation cannot be relied upon as correctly stating representations of the Developer. For correct representations, reference should be made to Documents as required by Section 718.503, Florida Statutes, to be furnished to the Buyers or Lessee. The information herein is preliminary. Renderings and floors are Artist's concepts. Architecture and design is subject to change.

NOTES:

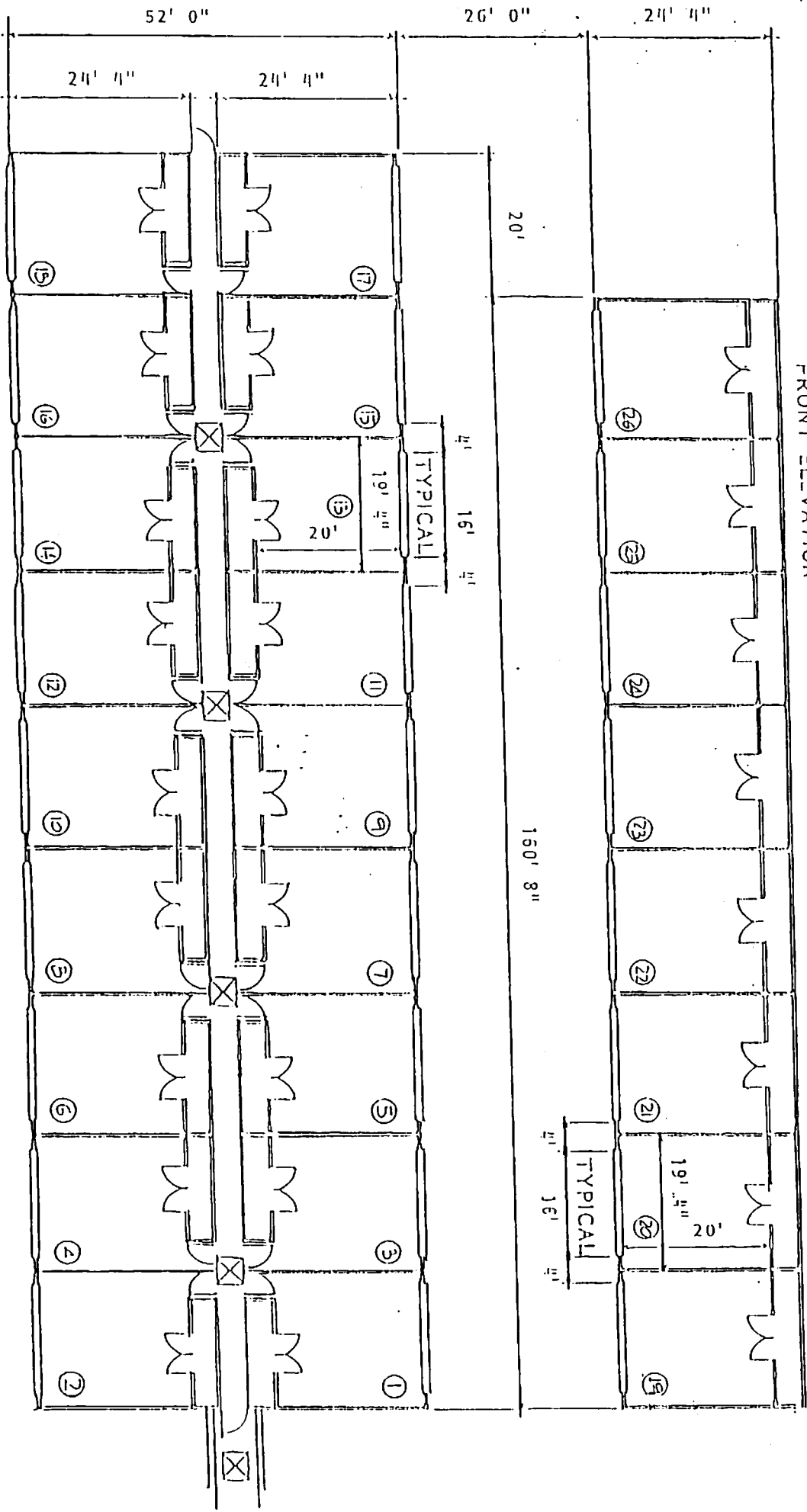
1. Interior dimensions are to unfinished face of block walls.
2. All angular walls deflect a 45 or apparent increment thereof.
3. Perimeter walls align with upper and lower walls as applicable.
4. Limited common elements are depicted by cross patterns.
5. All areas with the exception of limited common elements and units are common elements.

PROPOSED LEVEL 2 THROUGH 14 UNIT PLAN
VISIONS 9 A CONDOMINIUM



ELEVATION

FRONT ELEVATION



SOUTH GARAGE

NORTH GARAGE

PROPOSED PARKING GARAGES
VISIONS, A CONDOMINIUM

PLAN VIEW

<u>CEILING ELEVATION</u>	<u>FLOOR NUMBER</u>	<u>FLOOR ELEVATION</u>
135'-1"	ROOF	135'-8.5"
124'-7"	14	125'-0.5"
115'-9"	13	116'-4.5"
107'-1"	12	107'-8.5"
98'-5"	11	99'-0.5"
89'-9"	10	90'-4.5"
81'-1"	9	81'-8.5"
72'-9"	8	73'-4.5"
64'-1"	7	64'-8.5"
55'-5"	6	56'-0.5"
46'-9"	5	47'-4.5"
38'-1"	4	38'-8.5"
29'-5"	3	30'-0.5"
20'-9"	2	21'-4.5"
	GROUND	11'-6"

FLOOR AND CEILING ELEVATIONS

PROPOSED FLOOR AND CEILING ELEVATIONS
VISIONS, A CONDOMINIUM

VISIONS OF NORTH HUTCHISON ISLAND

	UNIT DESIGNATIONS	UNIT TYPE
Floor 1		
Floor 2	201 202	NC SC
Floor 3	301 302	NC SC
Floor 4	401 402	NC SC
Floor 5	501 502	NC SC
Floor 6	601 602	NC SC
Floor 7	701 702	NC SC
Floor 8	801 802	NC SC
Floor 9	901 902	NC SC
Floor 10	1001 1002	NC SC
Floor 11	1101 1102	NC SC
Floor 12	1201 1202	NC SC
Floor 13	PH-1 PH-2	NC SC
Floor 14	PH-3 PH-4	NC SC

A:visions
01/30/91

UN DUH 00 / 0 PAGE 10002

Registered Land Surveyor No. 3520
State of Florida

12/27/43

The foregoing instrument was acknowledged before me this 27th day of December, 1993, by John Morgan, who is:

✓ personally known to me, or
who has produced as identification

and who did/ ~~✓~~ did not take an oath.

JERI LYNN FITZGERALD
 State of Florida
 My Comm. Exp. May 28, 1985
 COMM #CC 115259

Jeri Lynn Fitzgerald
Notary Public, State of Florida
Printed Name: Jeri Lynn Fitzgerald
My Commission Expires: May 28, 1995

LEGAL DESCRIPTION

PARCEL 1:

That part of the North 200 feet of the South 500 feet of Government Lot 1, lying East of State Road A-1-A in the North half of Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida, as measured at right angles to the South line of said Government Lot 1, as shown on plat of survey of said Section 23, recorded in Plat Book 8, Page 21, of the St. Lucie County, Florida, Public Records, less the right-of-way of State Road A-1-A.

PARCEL 2:

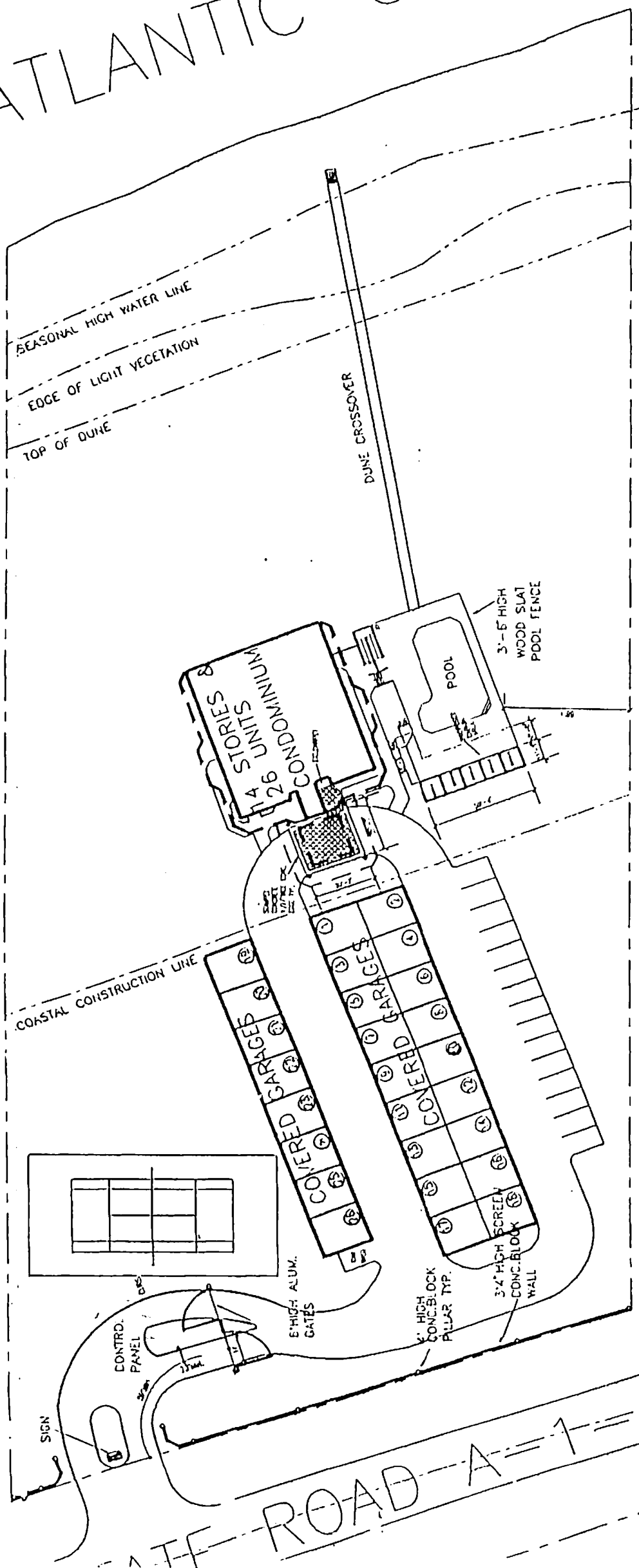
That part of the North 100 feet of the South 300 feet of Government Lot 1, lying East of State Road A-1-A, in the North 1/2 of Section 23, Township 34 South, Range 40 East, St. Lucie County, Florida, as measured at right angles to the South line of said Government Lot 1, as shown on plat of survey of said Section 23, recorded in Plat Book 8, Page 21, of the St. Lucie County, Florida, Public Records, less the right-of-way of A-1-A.

COMPOSITE EXHIBIT "A"

TO

DECLARATION OF CONDOMINIUM

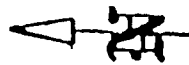
ATLANTIC OCEAN



VISIONS, A CONDOMINIUM

SITE PLAN

Scale: 1" = 60'



CABLES MAY NOT BE CONSTRUCTED.

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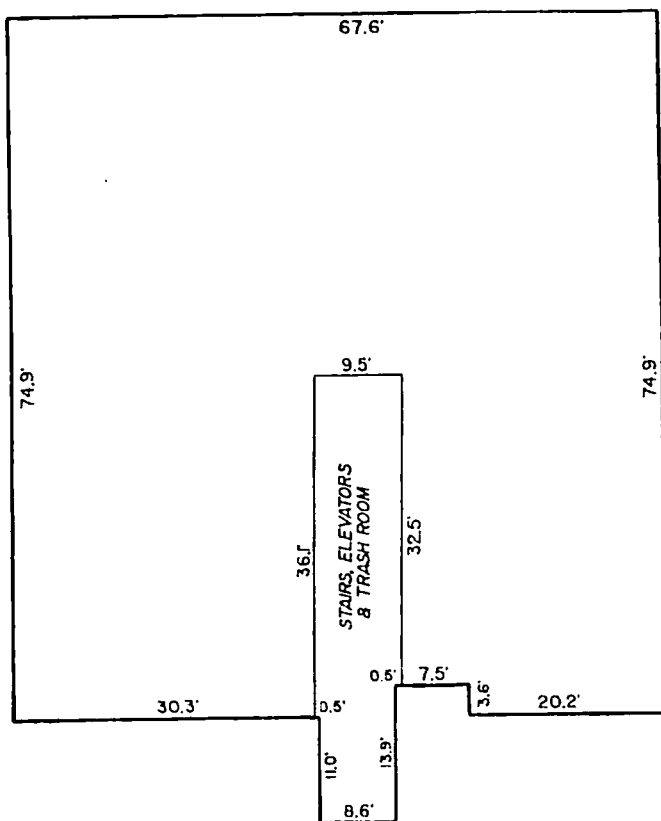
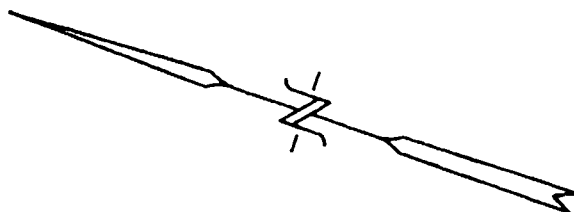
NOTES :

1. INTERIOR PARTITIONS AND LOAD BEARING COLUMNS NOT ILLUSTRATED.
2. EXTERIOR WALLS NOT ILLUSTRATED, EXCEPT AS SHOWN.
3. THESE PLANS AND DIMENSIONS HAVE BEEN COMPILED FROM ARCHITECTURAL PLANS PROVIDED BY VISIONS OF NORTH HUTCHINSON ISLAND, INC. AND SUPPLEMENTED BY FIELD MEASUREMENTS AS DEEMED NECESSARY BY MORGAN & EKLUND, INC.
4. COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONDUIT, WIRES, OUTLETS, UTILITY LINES, DUCTS, PLUMBING, LIGHTING, ETC. HAVE NOT BEEN ILLUSTRATED.
5. "UNIT BOUNDARY" IS DEFINED BY THE DECLARATION OF THE CONDOMINIUM.



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SCALE : 1" = 20'



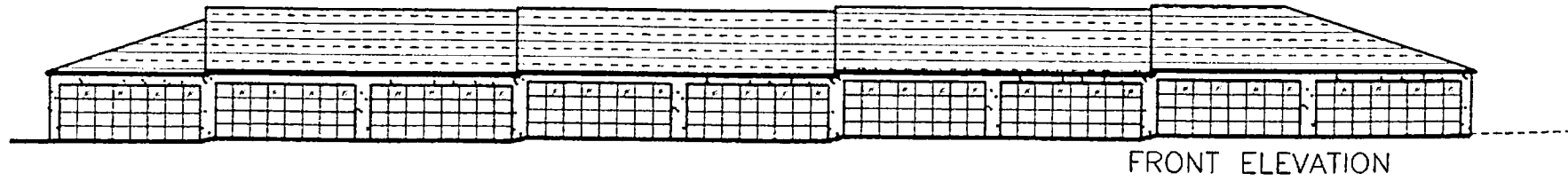
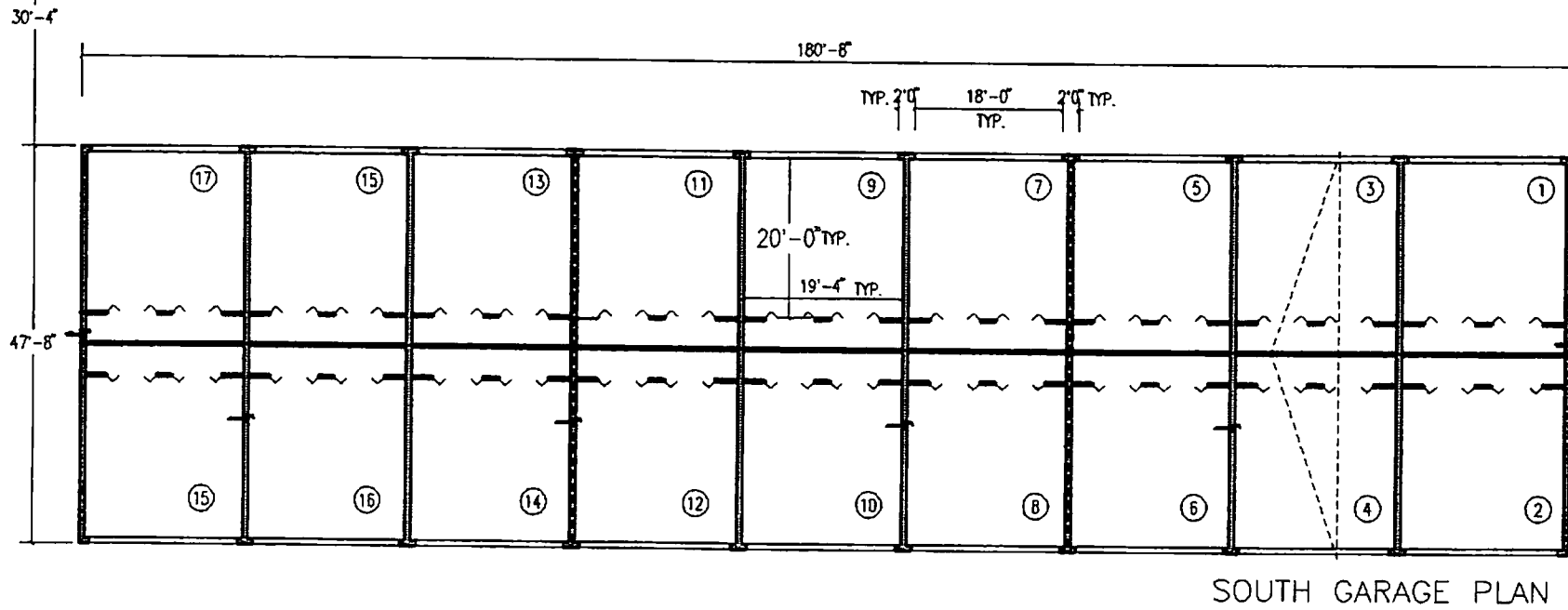
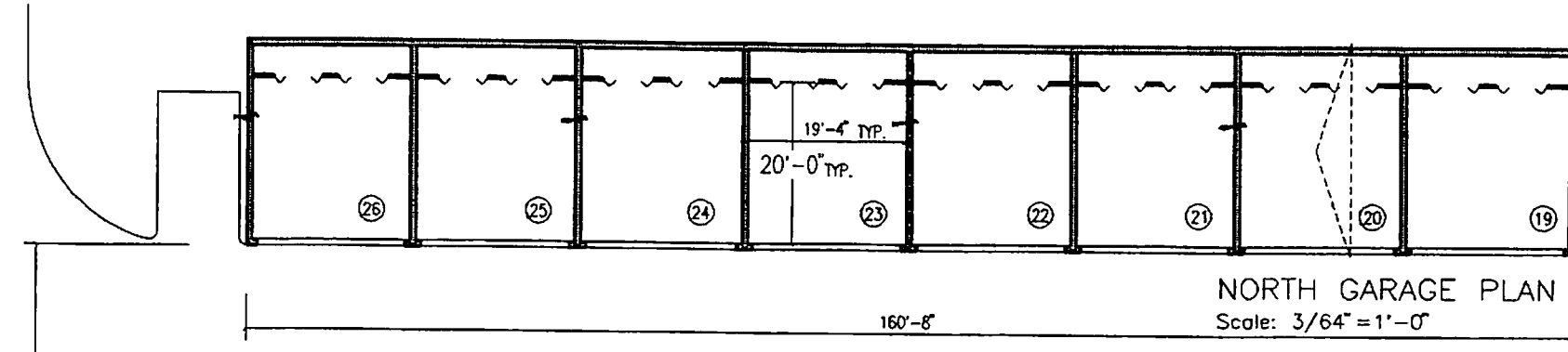
GROUND FLOOR PLAN

NOTES :

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VISIONS, A CONDOMINIUM

VISIONS, A CONDOMINIUM
PARKING GARAGE



VISIONS OF NORTH HUTCHINSON ISLAND

OR BOOK 0876 PAGE 1890

	Unit Designations	A.K.A.	Unit Type
Floor 1			
Floor 2	201	2N	NC
	202	2S	SC
Floor 3	301	3N	NC
	302	3S	SC
Floor 4	401	4N	NC
	402	4S	SC
Floor 5	501	5N	NC
	502	5S	SC
Floor 6	601	6N	NC
	602	6S	SC
Floor 7	701	7N	NC
	702	7S	SC
Floor 8	801	8N	NC
	802	8S	SC
Floor 9	901	9N	NC
	902	9S	SC
Floor 10	1001	10N	NC
	1002	10S	SC
Floor 11	1101	11N	NC
	1102	11S	SC
Floor 12	1201	12N	NC
	1202	12S	SC
Floor 13	PH-1	P1	NC
	PH-2	P2	SC
Floor 14	PH-3	P3	NC
	PH-4	P4	SC

A:Visions
12/16/93

<u>CEILING</u> <u>ELEVATION</u>	<u>FLOOR</u> <u>NUMBER</u>	<u>FLOOR</u> <u>ELEVATION</u>
135.43'	ROOF	136.59'
125.76'	14	126.48'
116.07'	13	116.73'
107.42'	12	108.10'
98.78'	11	99.47'
90.08'	10	90.73'
81.34'	9	82.00'
72.68'	8	73.41'
64.00'	7	64.70'
55.33'	6	56.00'
46.65'	5	47.33'
37.98'	4	38.70'
29.32'	3	29.98'
20.61'	2	21.27'
	GROUND	11.44'

FLOOR AND CEILING ELEVATIONS

FLOOR AND CEILING ELEVATIONS
VISIONS, A CONDOMINIUM