

**OCEANA OCEANFRONT CONDOMINIUM ONE**

**DECLARATION OF CONDOMINIUM**

Finesterre Corporation, a Texas corporation authorized to do business in the State of Florida, herein called the Developer, owner of the fee title to the real property located in St. Lucie County, Florida, as hereinafter described, hereby submits said property to the condominium form of ownership as provided by Florida Statutes, Chapter 718, The Condominium Act, as amended from time to time (the "Act"). The property submitted to the condominium form of ownership is described as follows, to-wit:

Commencing at the Northwest corner of Section 2, Township 37 South, Range 41 East, St. Lucie County, Florida, run North 87°38'30" East 1,426.80 feet along the North line of said Section 2 to a point, on the centerline of State Road A1A; thence run South 22°57' East along said centerline a distance of 3,541.85 feet to a point; thence run North 88°36'00" East 53.76 feet to a point on the Easterly right-of-way line of State Road A1A, said point being the Point of Beginning.

From the Point of Beginning, run North 22°57' West along the East right-of-way line of State Road A1A a distance of 362.25 feet to a point; thence run North 67°03' East 89.91 feet to a point of intersection with the coastal construction setback line; thence run South 22°57' East 58.0 along said coastal construction setback line; thence run South 22°27' East along said construction setback line a distance of 422.05 feet to a point; thence run South 88°36' West 320.64 feet to the Point of Beginning.

(This tract contains 2.786 acres.)

This condominium shall be identified as OCEANA OCEANFRONT CONDOMINIUM ONE, and shall be subject to and administered and maintained in accordance with the provisions of the Condominium Act as supplemented by the provisions of this Declaration of Condominium and shall be binding upon the Developer, the grantees of Developer, their grantees, mortgagees, devisees,

heirs, personal representatives, successors and assigns, and any persons holding by, through or under the grantees of Developer, for so long as this condominium shall exist.

I. DEFINITIONS

- A. Apartment; Unit; Apartment Unit – Individual private dwelling.
- B. Apartment Building – A building in which apartments are located.
- C. Assessment – A share of the funds required for the payment of common expenses which from time to time is assessed against the apartment owner.
- D. Common Elements – The portions of the condominium property not included in the individual apartments including tangible personal property owned by the Condominium Association and required for the operation of the condominium.
- E. Common Expenses – Expenses for which the apartment owners are liable to the Condominium Association.
- F. Common Surplus – The excess of all receipts of the Condominium Association from this condominium, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses of this condominium.
- G. Condominium – That form of ownership of condominium property under which units (apartments) of improvements are subject to

ownership by different owners, and there is appurtenant to each unit as a part thereof an undivided share in the common elements.

H. Condominium Association or Association – Oceana of Hutchinson Island, Inc., a Florida non-profit corporation, the entity responsible for the operation of this Condominium.

I. Condominium Parcel – An apartment together with the undivided share in the common elements and all easements, rights and interest which are appurtenant to the apartment.

J. Condominium Property – The land in the condominium whether or not contiguous and any and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

K. Declaration; Declaration of Condominium – The instrument or instruments by which the condominium is created, and such instrument or instruments by which they are from time to time amended.

L. Limited Common Elements – Those common elements which are reserved for the use of a particular apartment or apartments to the exclusion of other apartments such as parking spaces.

M. Owner; Member – Record title holder of an apartment or part thereof, the singular to include joint owners where applicable.

N. Ownership Interest – Record title interest in an apartment or part thereof.

O. Association Property – Real property owned by, leased or dedicated to the Association for the use and benefit of the Unit Owners.

II. DEVELOPMENT PLAN

A. Apartment Location Plan – An Apartment Location Plan which includes a survey of the land and a graphic description of the improvements on which apartments are located is attached as Exhibit "B" and made a part hereof by reference.

III. PROPERTY INTERESTS

A. The Condominium Property – The Condominium Property consists of the land hereinabove described, all improvements located thereon, all easements and rights appurtenant thereto intended for use in connection with the Condominium, all easements for the use, enjoyment and benefit of all apartment owners of this condominium, also as hereinafter provided, and any property or property interests of whatever nature which may be owned from time to time by the Condominium Association.

B. Condominium Parcel – Each owner of a Condominium Parcel shall have exclusive possession of, and fee simple title to an apartment, and as appurtenances thereto, the undivided share of Common Elements and Common Surplus as set forth on Exhibit "A" attached hereto and made a part hereof by reference, the exclusive right to the use of Limited Common Elements consisting of a parking space and balcony, rights to the use, benefit and enjoyment of certain Recreational Areas as provided by a Membership Agreement executed by and between Oceana of Hutchinson Island, inc. and Oceana Recreation

Association, Inc., and as provided by the Certificate of Incorporation and Bylaws of Oceana Recreation Association, Inc., and all easements necessary for the use, enjoyment and benefit of the apartment, Common Elements and recreational facilities by the owner, his invitees and guests.

1. Apartments. Each apartment consists of the space within the vertical and horizontal boundaries established for that apartment on the Apartment Location Plat attached hereto as Exhibit "B". The boundaries of the apartment shall be as shown on the Apartment Location Plan without regard to any deviations in actual construction, or through subsequent movement in the building containing same. Ownership of an apartment includes ownership of all materials covering the surface of the sound-conditioned partitions separating apartments and the interior surface of exterior concrete block walls, all floor materials above the finished concrete floor slab, all ceiling materials above the finished concrete floor slab, all ceiling materials located beneath the lower surface of the overhead concrete slab, and all other property of every nature lying wholly within a living unit which is not of necessity or otherwise reserved as a part of the Common elements.

2. Common Elements. Common Elements shall consist of the land and all improvements of the Condominium lying wholly outside of the boundaries of the individual apartments as hereinbefore described and defined, and all load-bearing and exterior walls and improvements, wherever located, and all other elements of improvements and tangible personal property reasonably considered to be of common use or necessary to the existence and upkeep of

the Condominium and the safety of owners, guests, invitees and other persons having access to the Condominium.

3. Common Surplus. Common Surplus as hereinbefore defined shall be held by the Condominium Association as a reserve fund for the benefit of the owners of apartments as their interests appear on Exhibit "A".

4. Limited Common Elements/Parking. Limited Common Elements consist of a balcony reserved for the exclusive use of the owner of an apartment. Additionally, the windows, entry door(s) and sliding glass door(s) exclusively serving any apartment, to the extent they are located outside of the boundaries of the apartment, shall be Limited Common Elements appurtenant to such apartment. Limited Common Elements reserved as appurtenances to apartments are shown on Exhibit "B", provided however, the windows, entry door(s) and sliding glass door(s) serving an apartment may not be shown on Exhibit "B" as Limited Common Elements but nevertheless shall be regarded as such to the extent they are located outside of the apartment boundaries. There shall be a limit of two (2) vehicles per apartment, not including temporary parking for guests subject to rules or regulations adopted or amended by the Board of Directors from time to time. Parking spaces may be assigned from time to time by the Board as needed pursuant to the requirements of applicable State, Federal and/or Local Fair Housing laws, statutes and/or ordinances. Parking of vehicles on Condominium and/or Association Property is subject to reasonable rules and regulations adopted by the Board of Directors from time to time concerning, without limitation, the type of vehicles which may

be parked on the property and the location(s), if any, such vehicles may or may not be parked or kept.

C. Management Easement – The Condominium Association shall have an easement and irrevocable right of access to all apartments and the common elements for ingress and egress as required by their respective officers, directors, employees and/or agents in order to perform their respective obligations and duties as set forth herein and as otherwise provided by the Act.

D. Utility Easements – Easements are reserved in, on, over, under and through the condominium property as may be required for the construction and installation of all necessary utility services and the maintenance of same in order to serve this condominium adequately.

E. Perpetual Non-Exclusive Easement in Common Elements – The Common Elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement, which easement is hereby created in favor of all of the apartment owners in this condominium for their use and for the use of their immediate families, guests, invitees or licensees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Condominium Association shall have the right to establish the rules and regulations governing the use and enjoyment of said easements.

F. Easement for Encroachments – All the Condominium Property shall be subject to the easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor

inaccuracies in building or re-building, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

IV. MEMBERSHIP IN OCEANA OF HUTCHINSON ISLAND, INC.

Each owner of a Condominium Parcel in this condominium shall, by virtue of such ownership, be a member of Oceana of Hutchinson Island, Inc., a non-profit corporation organized under the laws of the State of Florida, herein referred to as the "Condominium Association", for the purpose of managing, operating and maintaining this condominium for the mutual benefit of all such owners consistent with this Declaration, with the Certificate of Incorporation and Bylaws of the Condominium Association (which are attached hereto respectively as Exhibit "C" and Exhibit "D"), and consistent also to the terms and conditions of the aforementioned Membership Agreement. Each such owner, by acceptance of a deed or other instrument evidencing his ownership interest, upon compliance with other provisions herein pertaining to the acquisition and vesting of such ownership interest, upon compliance with other provisions herein pertaining to the acquisition and vesting of such ownership interest accepts his membership in the Condominium Association, acknowledges the authority of the Condominium Association to manage, operate and maintain this condominium, and agrees to abide and be bound by the provisions of this Declaration, the Certificate of Incorporation, Bylaws and Rules and Regulations of the Condominium Association, the said Membership Agreement, and the Certificate of Incorporation, Bylaws and Rules and Regulations of Oceana Recreation



Association, Inc., a non-profit Florida corporation described hereinafter. It is understood and acknowledged that each owner is entitled to all of the rights, privileges and benefits of membership in the Condominium Association and that the owner of each Condominium Parcel shall have one vote in the management of the affairs of the Condominium Association.

V. MEMBERSHIP AGREEMENT

Oceana Recreation Association, Inc. ("Recreation Association"), a non-profit corporation organized by the Developer to manage and maintain certain recreational areas has entered into a Membership Agreement (attached hereto as Exhibit "E") with Oceana of Hutchinson Island, Inc. The Membership Agreement provides for the non-exclusive use of the recreational areas and facilities thereon by the members of the Condominium Association, their guests and invitees. Under the terms of the Membership Agreement, the Condominium Association shall pay the Recreation Association certain annual assessment amounts which shall be calculated by the Recreation Association in accordance with the following formula:

(1) The total estimated annual expense of maintenance, management and operation of the Recreation Association shall be divided by the total number of condominium parcels entitled to use said recreational areas.

(2) The quotient derived in step (1) above shall be multiplied by the total number of condominium parcels in Oceana Oceanfront Condominium One (127);

For Example:

<u>Total Annual Expenses of Recreation Association</u>
Total Number of Condominium Parcels Entitled to Use Facilities
X
Total Number of Condominium Parcels in Oceana Oceanfront Condominium One (127)
=
Annual Assessment Share of Condominium Association

Developer contemplates construction of two additional Oceana Condominiums of 127 and 32 units respectively. In the event such condominiums are constructed, the Recreation Association shall enter into similar membership agreements with each of the respective Condominium Associations.

Said Membership Agreement provides for the addition of certain recreational property by addendum. This addendum shall require the execution of the Recreation Association, alone, and shall become effective upon its recordation in the Public Records of St. Lucie County, Florida. In no event shall such addendum be considered to be an amendment to this Declaration of Condominium, requiring the formalities necessary to effect an amendment to this Declaration of Condominium.

#### VI. COMMON EXPENSES

Common expenses consist of all expenses of maintenance, repairs, replacements, alterations and/or addition of improvements to the Common Elements of this condominium and the expense incurred by the Condominium Association in the management and operation of this condominium, and the assessment obligation of the Condominium Association to Oceana Recreation Association, Inc., as said obligation is more specifically described in the

aforementioned Membership Agreement. Common Expenses may include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of upkeep, lawn service utility bills, pool service, and all real property taxes and special assessments and any use or other taxes (other than income taxes) imposed upon rentals by governmental authorities (if such taxes and special assessments are not charged directly to the owners of Condominium Parcels), janitor service, accounting and legal fees, wages and fees for managerial and other services, and a reasonable and adequate reserve fund to provide for contingencies, all as may be required in the maintenance and management of this condominium. Common expenses may also include costs of cable or master antenna television service, directors and officers liability insurance, security, and pest control service for the interior of units, which services this Association, has the right, but not the obligation, to provide.

The owner of each Condominium Parcel shall be liable to the Condominium Association for the share of the Common Expenses set forth on the attached Exhibit "A".

A. Assessments – The Condominium Association shall assess the owners of the Condominium Parcels for the purpose of providing funds for the payment of common expenses and any other authorized expenses as provided herein and in the Bylaws of the Condominium Association. A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and an owner's grantees after a conveyance shall be jointly and severally liable

for all unpaid assessments and charges due and payable up to the time of such conveyance. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made.

1. Regular Assessments – The Condominium Association shall prepare an annual budget not less than sixty (60) days in advance of the commencement of each fiscal year which shall project the estimated common expenses of the Condominium Association for the forthcoming year, and based on such estimated expenses, the Condominium Association shall fix and determine the amount of the assessment to be charged to the owners of each Condominium Parcel for said forthcoming year. After adoption of said proposed budget by the Board of Directors at a special meeting of the Board, the association shall levy and collect assessment shares as provided by said budget.

2. Special Assessments – The Condominium Association may levy special assessments to cover those common expenses for which the budget and common surplus funds, if any, are inadequate or to cover the cost of additional common elements or as otherwise needed or required to meet the common expenses of the Association as determined by the Board of Directors.

3. Payment and Default – Regular assessments shall be made on an annual basis, and installments thereof shall be due and payable on the first day of each calendar quarter of each year. Special assessments shall be due and payable upon mailing of notice of same to such owners at the last address furnished by such owners to the Condominium Association. All assessments shall be collected by and made payable to the Condominium Association, and, at the option of the Condominium Association, all assessments more than (15) days past due shall bear interest at the highest rate of interest per annum allowed by law from time to time from the due date thereof until paid. Joint owners of a Condominium Parcel shall be severally and jointly liable for the full amount of all assessments chargeable against said Condominium Parcel. In addition to and not in lieu of interest, the Association may also impose or levy an administrative late charge or fee of an amount not to exceed the maximum amount allowed by law from time to time.

In the event an assessment is not paid within 15 days of the date that payment of same is due, then the Condominium Association shall send notice of default to such delinquent owner by personal delivery, or by certified mail, return receipt requested, addressed to the said delinquent owner at the last address furnished by said owner to the Condominium Association. In the event such default continues for an additional 30 days after delivery or mailing of said default notice, or such greater period required by law, then, without further notice or demand, the Condominium Association may take action as is deemed necessary to collect the past due sums and/or foreclose the lien on the

Condominium Parcel of said delinquent owner, all as hereinafter provided. In the event any unit owner is delinquent in two or more quarterly installments of assessments the balance of the annual assessment for that fiscal year shall be accelerated and due and payable without further notice to the unit owner unless otherwise provided by law, in which event the owner shall be provided with ten (10) days notice of the Association's determination to accelerate the unpaid assessments for the balance of the fiscal year. Payment received by the Association shall be applied as provided by the Act, as amended from time to time.

B. Lien for Assessments and Personal Judgment – The Condominium Association shall have a lien for assessments against the Condominium Parcel of a delinquent owner, and against all tangible personal property located in such owner's apartment. Except as otherwise provided by law, the lien shall be effective from and shall relate back to the original date of recordation of this Declaration and shall exist as security for all unpaid assessments and all assessments which may accrue subsequent to the recording of the lien, and, if applicable, accelerated assessments, for such owner's obligation for payment of common expenses, interest thereon as herein provided, any late charges or fees, and all costs incurred in the collection of same, including a reasonable attorney's fees, and for all costs, charges, other fees or commissions, and all other obligations of such owner which are due and owing as of the date of recordation of such lien as aforesaid, and which may thereafter become due and owing as herein provided. Such lien shall remain in full force and effect until the same has

been satisfied of record. Except with respect to accelerated assessments or as provided by law or as hereinafter provided, no lien shall be recorded until an assessment has been unpaid for five days after the Condominium Association has given notice to such delinquent owner that such assessment is past due. Upon receipt by the Condominium Association of payment in full of all past-due assessments and, if applicable, accelerated assessments, and all costs, interest, fees (including, without limitation, late fees, and/or attorney's fees) and other obligations of said delinquent owner, the Condominium Association shall record in the Public Records of St. Lucie County, Florida, a duly executed satisfaction of lien. In addition, and not in lieu of the foregoing, all amounts secured by the Association's lien shall also be the personal obligation of the apartment owner and the Association may obtain a personal judgment against the owner. Such right of the Association shall be against the owner of the Condominium Parcel at the time an assessment came due and any grantee of an ownership interest in the Condominium Parcel with respect to any unpaid assessments and other amounts due the Association in light of the joint and several liability of the owner and his or her grantee. The remedies available to the Association shall not be mutually exclusive.

The lien for assessments filed by the Condominium Association shall be deemed to be prior and superior to any Homestead status regardless of the time of creation of same, and shall further be deemed prior and superior to any liens or encumbrances other than the lien of an institutional mortgage recorded or perfected prior to the time of recordation of the lien for assessments in the Public

Records of Saint Lucie County, Florida, which "institutional mortgage" is hereby defined to be a first mortgage executed and delivered to an "institutional lender", to-wit: a bank, savings and loan association, Massachusetts Business Trust, real estate investment trust, or insurance company. The lien for assessments, making references only to the apartment or unit, shall effectively encumber the entire Condominium Parcel or the delinquent owner.

C. Collection and Enforcement of Lien – The Condominium Association shall have the power and authority to collect past-due assessments by an action at law against the delinquent Condominium Parcel owner and/or by foreclosure of the lien for assessments in a court of equity or other court having jurisdiction thereof, or the Condominium Association may enter into such settlement or compromises with reference to past-due accounts as the Condominium Association deems to be in its best interests. In the event of the foreclosure of the assessment lien, the Condominium Association shall be entitled to bid at the foreclosure sale, and to become the owner of the Condominium Parcel being foreclosed. In the event the Condominium Association becomes the owner of a Condominium Parcel as a result of the foreclosure of such lien, or otherwise by virtue of a default, the Condominium Association may sell or lease the Condominium Parcel upon such terms and conditions as it deems best and, in the event of such sale and/or lease, the proceeds realized therefrom shall be applied first in payment of all past-due assessments and obligations charged against said Condominium parcel, and then in payment of any and all costs, expenses, commissions, and/or fees incurred in recovering or obtaining possession of said Condominium Parcel,



in the sale and/or leasing of same, in maintaining same, and/or in repairing or redecorating the Condominium Parcel. After payment of the foregoing, any remaining sums shall be paid to the defaulting owner of said Condominium Parcel. In the event of foreclosure of an assessment lien, the owner of the Condominium Parcel being foreclosed shall pay a reasonable rental to the Condominium Association for the Condominium Parcel during the existence of the foreclosure proceedings, and the Condominium Association shall be entitled to the appointment of a receiver by the court having jurisdiction of said proceeding.

In the event of the foreclosure of said "institutional mortgage", all unpaid assessments due for the period prior to the date of issuance of a Clerk's Certificate of Title, other final instrument of conveyance from the court having final jurisdiction of the foreclosure proceedings, or delivery of a deed in lieu of foreclosure, shall be eliminated, and the grantee of said Condominium Parcel shall be liable only for assessments subsequent to the date of acquisition of title unless otherwise provided by the Act. The lien for assessments shall fully survive all other foreclosure proceedings or transfers of every nature, and the transferee of each Condominium Parcel, or interest therein, upon acquisition of such interest, shall be liable for same. The Condominium Association shall furnish a written statement showing the status of assessments chargeable against any Condominium Parcel in the condominium upon written request from any person intending to purchase, encumber or otherwise acquire an interest in a Condominium Parcel, and such statement signed by an officer of the

Condominium Association bearing the seal of the Condominium Association shall be conclusive and binding upon the Condominium Association and its members.

The Condominium Association shall have the right to cure the default status of a mortgage on any Condominium Parcel in this condominium, and in such event any payments or expenditures made by the Condominium Association in so doing shall be treated as assessments chargeable against said Condominium Parcel which are covered by said lien for assessments in the Public Records of St. Lucie County, Florida, which lien shall also exist as security for all other sums then due and owing, or which may thereafter become due and owing by the delinquent owner of such Condominium Parcel as herein provided.

VII. MAINTENANCE, OPERATION AND MANAGEMENT OF THE CONDOMINIUM AND ALTERATIONS AND IMPROVEMENTS

The Condominium Association shall maintain, operate and manage the Condominium as a first-class residential community, and shall do and perform any and all acts and things necessary or desirable in order to provide pleasant, quiet and enjoyable living for the owners of apartments therein. The Condominium Association shall maintain in good condition and repair at all times, all Common Elements (except for certain Limited Common Elements as provided in this Declaration), all Association Property (if any), all balconies, terraces and patios (except as otherwise provided herein), and all parking areas, any property now or hereafter owned by the Condominium Association, and any additional property which must necessarily be maintained by the Condominium Association in order to preserve the neat and orderly appearance of the common elements.

The Condominium Association shall promptly pay when due all of its obligations for payment of the expense of maintenance, operation and management of this Condominium.

There shall be no personal liability of the officers and directors of the Condominium Association and in no event shall any officers or members of the Board of Directors be responsible for the performance of any duties and obligations in the management, maintenance and operation of the condominium which shall require the expenditure of funds unless such funds are available, or which require other performance which is not feasible or advisable.

Material alterations or substantial additions to the Common Elements or Association Property shall require approval of the Board of Directors and the vote or written consent of two-thirds (2/3) of the voting interests of the members of the Association, provided, however, that the installation of antennas and other equipment for cellular phone or other telecommunication purposes, or any other income producing activity or use of the Common Elements or Association Property, whether serving unit owners and residents of the Condominium and/or others, and the approval of any lease, license, easement or agreement in connection therewith, may be approved by the Board of Directors without apartment owner approval.

#### VIII. RESIDENTIAL REGULATIONS

##### A. Use of Premises.

1. Apartments shall be used as a residence only for the personal use of the owner thereof and his immediate family, or for the use of

authorized lessees as hereinafter provided, and not for any business or commercial use whatsoever. After notice to the Condominium Association, guests may occupy apartments on a free basis subject to the rules and regulations adopted by the Board of Directors regarding length of stay, number of guests and other matters deemed relevant by the Board. Except for temporary guest occupancy in compliance with the rules and regulations of the Association, no unit shall be occupied by more than two (2) persons per bedroom.

2. Owners shall neither make, nor permit by their guests, lessees or invitees, any obnoxious, improper, offensive or unlawful use of any property comprising the condominium; nor shall owners make, or permit their guests, lessees or invitees, any use which may be injurious to the reputation of this condominium. Neither shall anything be done, either willfully or negligently, which is an annoyance or nuisance to other apartment owners or occupants or which interferes with their peaceful use and enjoyment of their apartment or the common elements, or limited common elements. No apartment owner or his/her lessees, guests or invitees shall make or permit any disturbing noise or nuisance activity or conduct or do or permit anything to be done that will interfere with the rights, comfort or convenience of other apartment owners, residents or occupants.

3. Except as otherwise provided, each owner shall keep and maintain the interior of his apartment, and all fixtures, appliances and equipment located in the apartment (but not of necessity a part of the common elements) and air conditioning equipment or other equipment fixtures or

appliances reserved exclusively for the apartment in good condition and repair at all times, and each owner shall keep and maintain his balcony neat, clean and orderly at all times, and free of any combustible materials. All other maintenance, repair and replacement of balconies (excluding decorative floor surfaces installed by owners or other alterations or improvements permitted with the prior approval of the Board of Directors) shall be the responsibility of the Association and a Common Expense. Additionally, each owner shall maintain, repair and replace, at such owner's expense, all windows and entry door(s) and sliding glass door(s) serving such owner's apartment, including the glass, frame and hardware thereof, except for painting exterior surfaces thereof which shall be performed by the Association as a Common Expense. Any window film, tinting or similarly window treatment on the northeast and southern portion of the building must comply with the applicable regulations, ordinances and laws protecting sea turtles. Windows, sliding glass doors and other exterior glass on the west side of the building must be charcoal colored. No mirror finish window film or treatment is permitted on any window, sliding glass doors or other exterior glass surface.

4. The apartment and limited common elements of an owner shall not be used or altered in any manner so as to increase total assessments of the Condominium Association, nor shall any structural alterations of any nature be made without the express approval of the Condominium Association. Such limitation shall not negate or conflict with an owner's responsibility, at the owner's expense, to maintain, repair and replace the

windows, entry door(s) and sliding glass door(s) serving his unit, however, no such maintenance, repair or replacement shall change or alter the exterior appearance of the Condominium without the prior approval of the Board of Directors. All installations of individually-owned appliances and any additions to the exterior of the main building, including but not limited to radio or television antennae, shall also require approval by the Condominium Association. Radio or television antennae shall not be installed on the Common Elements, and may only be installed on Limited Common Element balconies, terraces or patios with Board of Directors approval and subject to conditions or restrictions imposed by the Board in accordance with applicable law. If permitted by law, the Board may prohibit such installations in the event the condominium is serviced by cable or master antennae television service obtained by the Association.

5. Each Owner shall be liable for any and all damage to the condominium property, which shall be caused by the negligence of said owner, his lessees, and to the extent that such damage is not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, which shall be collectible and enforceable as in the case of other assessments levied by the Condominium Association. Each owner shall promptly pay when due all repair bills and/or utility bills which may be separate lien or charge against his apartment. In the event any owner shall fail to perform any maintenance, repair or replacement which is the owner's responsibility under this Declaration, the Association, after ten (10) days written notice, except in the event of emergency in which case no prior notice is required, may enter the owner's apartment to

perform such maintenance, repair or replacement and the owner shall be assessed and charged for the cost thereof, which shall be collectible and enforceable as in the case of other assessments and charges levied by the Condominium Association, including the right to record and foreclose a lien against the owner's Condominium Parcel which shall secure all such assessments and charges and all attorney's fees and costs incurred by the Association. The apartment owner shall also be personally liable for such assessments, charges, attorney's fees and costs.

6. Common walks and/or other common areas shall not be obstructed, littered, defaced or misused in any manner. Exterior surfaces of apartments and limited common elements shall not be decorated in any manner without the approval of the Condominium Association. No signs may be exposed or displayed except those which have been approved in writing by the Condominium Association; provided, however, that "open house" signs in connection with the sale or lease of an apartment are prohibited.

7. Pets may be kept in the condominium with the expressed written approval of the Condominium Association, provided, however, no more than one (1) dog or one (1) cat (but not both) may be kept in any apartment not to exceed twenty (20) pounds at maturity. Lessees and guests are not permitted to keep or maintain pets on or in the Condominium at any time. In no event shall pets be permitted in any areas of the common elements, unless said pets are carried or restrained on a leash so as not to be objectionable to any other persons. Dogs must be walked only in such area(s) designated by the

Board of Directors. All solid pet waste must be removed from the Condominium or Association Property and properly disposed of in sealed plastic bags in the Association dumpster. Any pet which is determined by the Board of Directors to be a nuisance or annoyance to other owners or residents of the Condominium shall be permanently removed upon written notice from the Association. Pets are prohibited from the Social room and the pool area. The owner of an apartment in which a pet is kept or maintained shall indemnify and hold the Association, and its officers, directors and members, harmless from any and all costs, expenses, liability, claims, cause of action, damage and injury related to such pet, including, without limitation, any attorney's fees incurred by any indemnified party.

8. Each owner shall permit reasonable access to his apartment and limited common elements by the officers, directors, employees, agents and/or invitees of the Condominium Association for the purpose of maintenance, inspection, repair or replacement of improvements in said apartment, its limited common elements, and the common elements, or as may be required in emergency situations or required or permitted by law. For the purpose of providing access to each apartment and storage area in emergency situations during his absence, or as otherwise provided or permitted by the Act, each owner shall leave a key with the Condominium Association which may be utilized by an officer, director, employee or agent of the Association.

9. All drapery materials used on exterior windows shall be of a fabric and design approved by the Condominium Association. Furthermore, no papers, foils or similar materials shall be placed in any exterior



windows. All installations of awnings, storm shutters and screens shall also require approval by the Condominium Association.

10. For the purpose of protecting the common elements and all units, all unit owners shall be required, at their own expense, to install hurricane shutters on all windows and glass doors and balconies on each unit, excluding the West side of the building. The Board of Directors shall adopt specifications about the design, color and style of shutters which are acceptable. All shutters must be in place prior to July 1, 1998. All expenses of installation as well as future maintenance, replacement and repair of these hurricane shutters shall be the responsibility of each individual owner. All hurricane shutters must be closed whenever a tropical storm or hurricane watch or warning is issued for the area in which the Condominium is located and whenever any unit is unoccupied for seven (7) or more consecutive days during hurricane season. If an owner or his lessee or guest occupant(s), as applicable, fails to close and secure the hurricane shutters under such circumstances, the Association may do so and assess any costs incurred against the unit and the unit owner, which costs shall be a charge and a lien enforceable by the Association in the same manner as its lien for assessments and shall be the personal obligation of the unit owner.

11. No washer, dryer or other laundry equipment may be installed or used in any unit, limited common elements or common elements except for laundry equipment or facilities located in any room or area of the

common elements designed and intended for such laundry equipment or facilities.

12. Whenever a unit will be unoccupied for seventy-two (72) hours or more, the water valve providing water service to such unit must be shut off. The Association must be notified by the owner of the unit, or the owner's lessee or guest occupant(s), if applicable, prior to the unit being unoccupied for seventy-two (72) hours or more. The cost of repairing any damage to the condominium property resulting from the failure to shut off the water valve shall be assessed against the subject unit and the owner thereof, and shall be collectible and enforceable in the same manner as other assessments levied by the Association.

13. Hard surface flooring, including, without limitation, tile, marble, wood or wood laminate, may only be installed in an apartment with the prior written approval of the Association and in compliance with any specifications adopted by the Board of Directors in effect at the time of installation concerning soundproofing and/or installation.

14. The Board of Directors may, from time to time, adopt and amend reasonable rules and regulations regarding the use of the common elements, limited common elements, and/or Association Property. The Board may also, from time to time, adopt and amend reasonable rules and regulations regarding the use of units which promote or protect health, safety or welfare of the unit owners and the residents and occupants of the Condominium and/or the

peaceful use and enjoyment of the units, or which protect or preserve the Condominium Property.

15. In the event any apartment owner, tenant or other authorized occupant of an apartment desires to utilize common element or Association property electrical outlet(s) to charge any vehicle, equipment or device otherwise permitted be kept, parked or used on Condominium or Association property, such utilization shall be subject to rules and regulations adopted by the board of Directors from time to time governing the frequency, duration and manner of such use and the apartment owner of the apartment associated with such vehicle, equipment or device shall be charged and responsible for all costs associated with such use, including, without limitation, the costs of all electricity used. Such costs shall be a charge and assessment by the Association against the apartment and the apartment owner and shall be secured by a lien which may be foreclosed by the Association and which shall secure all costs and fees incurred by the Association related to the preparation and enforcement thereof, including all attorney's fees and costs. Such charges, assessments, fees, costs and expenses shall also be the personal obligation of the apartment owner.

IX. SALE, LEASE, RENTAL OR OTHER TRANSFER OF CONDOMINIUM PARCELS

Every sale subsequent to the initial sale by the Developer, every lease other than rentals by the Developer, and every other transfer of a Condominium Parcel or interest therein, shall be subject to the approval and right of first refusal of the

Condominium Association. Effective January 1, 1989, condominium parcels shall not be leased for a period of less than ninety (90) days.

A. Summary Approval – The following transfers may be approved summarily by the Condominium Association.

1. Transfer to a spouse and/or other members of the immediate family of an owner or former owner who customarily resided with such owner.

2. Transfer with no change in occupants, either to a corporation in which an owner and/or members of his immediate family own a majority interest in the controlling corporate stock, or from such corporation to the approved occupant of an apartment.

B. Procedure for Approval of Transfer.

1. Sale – An owner desiring to sell his Condominium Parcel shall submit to the Condominium Association a true copy of any bona fide sales agreement or memorandum of terms thereof, the name and address of each proposed purchaser and/or occupant, hereinafter referred to as the applicant, and such additional information as the Condominium Association may require. The Condominium Association may also require a personal interview with each proposed purchaser and/or occupant at the Condominium or such other location designated by the Association. All such sales submitted shall be accompanied by a transfer fee per applicant of an amount not to exceed the maximum allowed by law from time to time. Within 30 days of the receipt of such bona fide agreement or memorandum thereof, and all information, fees and appearances (interviews) required by the Association, the Condominium Association shall

approve or reject the proposed applicant, and in the event of rejection, the Condominium Association shall have a period of 30 days from the date of rejection within which to provide the transferring owner with an approved applicant, upon substantially the same terms and conditions as those contained in the agreement or memorandum submitted to the Condominium Association. An applicant provided by the Condominium Association shall close his transaction within 30 days of his approval. In the event of the failure of the Condominium Association to approve or reject an applicant within the said 30-day period, or after rejection to provide an approved applicant within said 30-day period, or in the event of the failure of the applicant provided by the Condominium Association to close the transaction within the time specified, then, and in any of such events, the Condominium Association upon demand of the transferring owner, shall furnish a written approval of the original applicant submitted by such owner to the Condominium Association. The approval of the Condominium Association shall be in writing in recordable form, and shall be delivered to the approved applicant.

In the event of a transfer to a corporation, partnership, trust or other entity, the corporation, partnership, trust or other entity shall furnish the names and addresses of the persons who will be occupants of the apartment, who shall each be subject to approval by the Condominium Association in the same manner as an individual purchaser or applicant. The sale of a Condominium Parcel by sale of the stock of a corporate owner thereof shall not authorize any change of occupants except upon their approval as required in the case of a transfer to a

corporation. In addition, in the event of a sale or other transfer of an apartment to a corporation, trust, partnership or other entity, an officer or director of the corporation, or the general partner of the partnership (who must be a natural person) or a trustee of the trust (who must be a natural person) must execute a personal guarantee of all assessments, fees and charges owed to the Association with respect to such apartment during the period of ownership by the corporation, trust or partnership. Such personal guarantee shall be pursuant to an agreement furnished or approved by the Association and shall be part of the information provided to the Association along with the notice of sale or transfer. The Association may require financial information, including, without limitation, income and/or net worth verification, regarding the proposed personal guarantor.

2. Other Transfers – The distribution of a Condominium Parcel by the personal representative of the estate of a deceased owner, or a gift, or a request by a corporation for a change in the authorized occupants, shall be subject to and governed by the provisions of this Subparagraph 2. In the event of any proposed transfer or change, the personal representative, donor, or authorized corporate officer, shall notify the Condominium Association of such proposed transfer in writing not less than 30 days prior to the intended date of transfer. The party giving such notice shall furnish the name and address of each proposed transferee, the relationship of each, if any, to the then owner, and such additional information as may be required by the Condominium Association. The Association may require a personal interview with each proposed transferee and occupant of the unit at the Condominium or other location designated by the

Association and a transfer fee per applicant of an amount not to exceed the maximum allowed by law from time to time. Within 30 days of receipt of such notice, information fees and appearances (interviews), the Condominium Association shall approve or reject such transfer, and in the event of rejection, the Condominium Association shall have a period of thirty (30) days within which to provide the then owner with an approved purchaser for such Condominium Parcel upon such terms as shall be agreed between the then Owner and the Condominium Association. In the event the then Owner and the Condominium Association cannot agree as to the fair purchase price for said Condominium Parcel, then they shall each select an appraiser, which appraisers shall select a third appraiser, whose determination as to price shall be binding and conclusive on all parties. In the event of the failure of the Condominium Association to perform as required within the time period specified, then the transferee originally proposed by the then owner shall be deemed approved and shall be delivered an approval of the Condominium Association in recordable form.

3. Mortgage Foreclosure – Purchasers from an institutional lender which institutional lender acquires its interest as a result of the foreclosure of its mortgage, or by acceptance of a deed in lieu of foreclosure as hereinbefore provided, shall be approved and accepted as occupants and owners without further approval of the Condominium Association.

4. Lease or Rental – An Owner desiring to lease his Condominium Parcel, shall submit to the Association a true copy of any bona fide lease or rental agreement, the name and address of each proposed lessee and/or

occupant, hereinafter referred to as the applicant, and such additional information as the Association may require. The Association may also require a personal interview with each proposed lessee and/or occupant at the condominium or such other location designated by the Association. All such submissions shall be accompanied by a transfer fee per applicant of an amount not to exceed the maximum amount allowed by law from time to time. Within thirty (30) days of the receipt of the notice of proposed lease or rental and all information, fees and appearances required by the Association, the Association shall approve or reject such lease or rental, and in the event of rejection, the lease or rental shall not be made. The minimum term of any lease shall be ninety (90) days.

X. INSURANCE – DESTRUCTION OF THE PREMISES

A. Insurance – The Condominium Association shall obtain through a reputable insurance agency with offices in Florida, hazard, public liability and workmen's compensation insurance, and such additional coverage as may be required by law or as it deems advisable, all such insurance to be subject to the approval of the institutional lender owning the largest dollar value of mortgages on Condominium Parcels of this condominium. The premiums for such insurance shall be paid by the Condominium Association and charged to the owners of Condominium Parcels as part of the total annual assessments as hereinbefore provided.

1. Hazard Insurance – The Condominium Association shall obtain insurance commonly known as hazard insurance providing coverage on all buildings and improvements comprising part of the condominium property and



on all tangible personal property owned by the Condominium Association, such insurance to be in an amount equal to the maximum insurable replacement value thereof, and to insure against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, the insurable value to be fixed and determined on an annual basis. The terms "buildings and improvements" as used in this paragraph shall exclude any portion of the condominium property or Association property excluded from the scope of the property or hazard insurance required to be kept and maintained by the Association under the Act including (1) any alterations or modifications to the condominium property inside of a unit not in accordance with the original construction of the unit or replacements thereof of like kind and quality in accordance with the original plans and specifications (if available, and, if not available, as they existed at the time the unit was initially conveyed) and (2) all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries. All real or personal property located within the boundaries of a unit, or serving an individual unit, which is excluded from the coverage provided by the Association under the Act, shall be insured by the individual

unit owners. Such insurance shall be for the benefit of the Condominium Association, Condominium Parcel owners and mortgagees, as their interests appear, and each such owner and mortgagee shall be entitled to a certificate showing the respective interests of all parties. The Condominium Association may from time to time designate any bank with trust powers as the Insurance Trustee. All proceeds payable pursuant to the terms of such hazard insurance policy or policies shall be payable to the Insurance Trustee and shall be held pursuant to the terms of this Declaration and the further instructions of the Condominium Association. The Insurance Trustee shall have no responsibility with reference to the payment of insurance premiums, and shall only be required to act pursuant to the written instructions of the Condominium Association as provided herein, or as directed by Court order.

2. Public Liability Insurance – The Condominium Association shall obtain public liability insurance having minimum limits of \$1,000,000.00 for bodily injury either to one person or to multiple persons incurred as a result of a common accident or occurrence, and \$50,000.00 for damage to property. Such policy shall provide for claims of third party persons against the Condominium Association and the members, and for each individual Condominium Parcel owner against the Condominium Association and the members. The original policy shall be taken in the name of and held by the Condominium Association.

3. Individual Coverage – The owner of each Apartment may carry such hazard insurance on individually-owned personal property, and such additional public liability insurance as is desired.

B. Damage or Destruction.

1. Extent of Loss – In case of damage or destruction, the Condominium Association shall determine the extent of the total loss due to the casualty, the percentage of the damage to the Common Elements, and the percentage of damage to each apartment. As soon as possible following the casualty, and in any event not later than 60 days from the date of same, the Condominium Association shall furnish to the insurance carrier, the Insurance Trustee, and the owners and mortgagees of each damaged or destroyed apartment, a copy of the determination allocating the percentages of damage to Common Elements and to each apartment. The Condominium Association shall then negotiate for payment and disbursement of such insurance proceeds as may be payable, and the same shall be delivered to the Insurance Trustee.

2. Determination to Repair or Rebuild – If 25 or more apartments are wholly tenantable after a casualty, or in the event less than 25 apartments are tenantable but the owners of 102 apartments elect to rebuild the damaged or destroyed improvements, then the Condominium Association shall promptly proceed with such reconstruction. Any meeting of owners required for the purpose of determining the question of reconstruction shall be held within 90 days of the date of the casualty.

If the damage is of a minor nature, the Condominium Association may obtain bids for the cost of repairs from appropriate contractors without engaging the services of a registered architect. In all other cases, a registered architect shall prepare any necessary plans and specifications and shall receive and approve bids for construction and, if deemed necessary by the Condominium Association, shall supervise the reconstruction of improvements. The Condominium Association shall have the responsibility of executing all necessary contracts for restoration, shall arrange for the disbursement of all construction funds, the approval of work, and any other matters pertaining to the repairs or reconstruction required. The premises shall be repaired or reconstructed to substantially the same condition existing immediately prior to the casualty and substantially in accordance with the original plans and specifications of this Condominium prepared by Architects Stebbins and Scott dated August 16, 1973, and any subsequent modifications thereto, (copies of which plans and specifications and any modifications thereof have been filed with the Condominium Association) unless the owners of all apartments and the owners and holders of all mortgages agree otherwise.

If the cost of repairs or reconstruction of the premises exceeds the amount of insurance funds available, then the Condominium Association shall levy a special assessment against the owners of the apartments requiring reconstruction or repairs and/or against the owners of all apartments for damage to the common elements, the amount of the assessment in each case to be consistent with the determination of loss percentage allocated among apartments

and the Common Elements. The assessment shall be levied and collected as in the case of other assessments, and the funds collected shall be deposited with the Insurance Trustees except as hereinafter provided.

C. Disbursement of Construction Funds.

1. Damage to One Apartment – Whenever loss due to casualty is confined solely to the interior of one apartment, the funds for repairs may at the option of the Condominium Association, with the approval of the owner and holder of any institutional first mortgage encumbering the apartment, be delivered to the owners of the damaged apartment who shall then promptly make the necessary repairs.

2. Damage to More Than One Apartment – In cases requiring repairs in more than one apartment and/or requiring repairs to the Common Elements, the Condominium Association may require that all proceeds for repairs be deposited to a construction account in the name of the Condominium Association, in which event all disbursements for reconstruction or repairs shall be made as directed by the Condominium Association; provided however, that the amount of such construction fund shall not exceed the amount of the bond covering the corporate officers having access to such fund.

After completion of the restoration of the premises, or in the event of determination not to rebuild, any insurance funds remaining in the construction fund of the Condominium Association or the construction fund of the Insurance Trustee, shall be paid to the owners of apartments as their interests in such proceeds are determined by the Condominium Association, subject, however, to

the interests of mortgagees, if any, who shall also be designated as payees of such excess funds.

Prior to the disbursement of any funds by the Insurance Trustee, the Insurance Trustee may first deduct any fees earned and expenses incurred in such capacity. Thereafter, the sole responsibility of the Insurance Trustee shall be to make disbursements as authorized and directed by the Condominium Association. In making any disbursements, the Insurance Trustee may rely upon a certificate of the Condominium Association made by its President and Secretary and affixed with the corporate seal, as to any and all matters including the sums to be paid, the payees thereof and whether damaged property is to be reconstructed or repaired.

D. Mortgages – Provision shall be made for the issuance of mortgagee endorsements and the delivery of copies of insurance policies to the mortgagees of Condominium Parcels.

No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be constructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

Certain provisions in this Article X entitled "Insurance – Destruction of Premises" are for the benefit of mortgagees of Condominium Parcels and all of such provisions are covenants for the benefit of such mortgagees and may be

enforced by them. This Article X entitled "Insurance – Destruction of Premises" may not be amended without the written consent of the record owners of all institutional mortgages on Condominium Parcels in the Condominium.

XI. TERMINATION OF THE CONDOMINIUM

This Condominium shall cease to exist as a condominium in the event of either of the following contingencies:

A. In the event of destruction of improvements as a result of which less than twenty-five (25) apartments are tenantable and the owners of one hundred two (102) or more apartments fail to elect to reconstruct the improvements.

B. At any time that the owners of at least one hundred five (105) apartments and the owners and holders of all institutional mortgages elect in writing to terminate the condominium or as otherwise provided by the Act.

Evidence of the termination of the condominium shall be by recorded Resolution of the Condominium Association showing fulfillment of the contingencies described herein. Immediately following a decision of apartment owners resulting in termination of the condominium, each owner shall deliver to this Condominium Association an appropriate deed conveying his apartment to this Condominium Association (or to the grantee named by the Condominium Association), and the Condominium Association shall then proceed to sell all of the property upon terms and conditions approved by the Condominium Association. The proceeds of sale shall be held for distribution to the owners of apartments in the same percentages as their shares in the common elements as set forth in Exhibit "A"; provided, however, that distribution to apartment owners

shall be adjusted to take into consideration any proceeds available or previously distributed from the hazard insurance carrier or carriers of the Condominium Association for the direct benefit of the owners of an apartment, such distribution of insurance proceeds being directly related to the termination of the condominium. In making distribution, the Condominium Association shall first pay in full the owners and holders of all outstanding liens and encumbrances against each apartment, then to the Condominium Association any sums due and payable by the owners of that apartment to the Condominium Association, and the balance of the share allocated to each apartment shall be paid to the respective owners of record.

Upon and at the time of receipt of payment in full, the owners and holders of each lien or encumbrance shall execute and deliver an appropriate release or satisfaction of same, to the Condominium Association in recordable form.

In the event of the failure of the owner of a Condominium Parcel to deliver a deed of conveyance as required, the Condominium Association shall compel compliance in a court of equity or other court having jurisdiction of the matter, and in such event, such owner shall be liable to the Condominium Association for all costs and expenses incurred in connection therewith, including a reasonable attorney's fees.

## XII. AMENDMENT OF DECLARATION

This Declaration may be amended at any time by unanimous written agreement of the owners of all Condominium Parcels, the owners and holders of all institutional mortgages, as evidenced by and instrument executed by each



such owner and institutional mortgagee, and recorded in the public Records of St. Lucie County, Florida. As to all matters except those adjusting the ownership interest in common elements and common surplus, the various assessment shares of the Condominium Parcel owners, the vote of such owners as members of the Condominium Association and any provisions affecting the rights and interests of institutional lenders including but not limited to provisions VI-C and X (which shall require written approval of such mortgagees), this Declaration may be amended with the vote or written consent in lieu of a meeting of the owners of sixty six and 2/3 percent (66 2/3%) or more Condominium Parcels. Such amendment shall contain a certificate of the Condominium Association confirming the fulfillment of the above requirements and shall be recorded in the Public Records of St. Lucie County, Florida.

#### XIII. INVALIDITY

The invalidity of any provision of this Declaration or part thereof, shall not affect the validity of the remaining portions of the Declaration.

#### XIV. DEFAULT

In the event of a default of an owner by failure of compliance with the provisions of this Declaration, the Certificate of Incorporation, Bylaws and/or the House Rules of the Condominium Association, as any of the same may be amended from time to time, the Condominium Association may bring action for damages against the defaulting party and/or may compel compliance in a Court of equity. All costs of such action, including reasonable attorney's fees, shall be borne by the losing party and if the Condominium Association is the prevailing

party, such costs and attorneys' fees shall be the personal obligation of the non-prevailing apartment owner and a charge and lien against the apartment of such owner enforceable by the Association in the same manner as its lien for assessments, such charge and lien to include all attorneys' fees and costs incurred in the preparation, filing and foreclosure thereof, including all appeals.

XV. MISCELLANEOUS

Wherever in this Declaration of Condominium reference is made to the "Developer" and/or the "Condominium Association", it shall be deemed to include their respective successors and assigns or duly authorized agents, and wherever the word "owner" is used in the singular, it shall nevertheless when applicable, refer to all owners of the interest to which reference is made, or to the neuter gender if the "owner" is a corporation.