

DECLARATION OF CONDOMINIUM

OF

THE HARBOURS AT ABERDEEN, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made by UDC-UNIVERSAL DEVELOPMENT L.P., a Delaware limited partnership, hereinafter referred to as "DEVELOPER," for itself, its successors, grantees and assigns.

WHEREIN, the DEVELOPER makes the following declarations:

1. Purpose: The purpose of this DECLARATION is to submit the land and improvements described to the CONDOMINIUM FORM OF OWNERSHIP and use pursuant to Chapter 718 of the Florida Statutes, herein referred to as the "CONDOMINIUM ACT." Except where permissive variances therefrom appear in this DECLARATION, the annexed ARTICLES and/or BYLAWS of the ASSOCIATION, or in lawful amendments to these instruments, the provisions of the CONDOMINIUM ACT are incorporated herein by reference. This DECLARATION, the ARTICLES and the BYLAWS of the ASSOCIATION, as lawfully amended from time to time, and the CONDOMINIUM ACT as same exists as of the execution of this DECLARATION, shall govern this CONDOMINIUM and the rights, duties and responsibilities of UNIT OWNERS therein.

1.1. Name. The name by which this CONDOMINIUM is to be identified is THE HARBOURS AT ABERDEEN, A CONDOMINIUM.

1.2. Submission to CONDOMINIUM FORM OF OWNERSHIP. By this DECLARATION, the fee simple title to the property described in Exhibit "A" attached hereto and made a part hereof, is hereby submitted to the CONDOMINIUM FORM OF OWNERSHIP.

1.3. Effect of DECLARATION. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all UNIT OWNERS as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, and the ARTICLES and BYLAWS. Both the burdens imposed and the benefits derived shall run with each UNIT as herein defined.

2. Definitions. The terms used in this DECLARATION and all exhibits attached hereto, and in the ARTICLES and the BYLAWS, shall have the meanings stated in the CONDOMINIUM ACT and as follows, unless the context otherwise requires.

2.1. ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

2.2. ASSESSMENT means a share of the funds which are required for the payment of COMMON EXPENSES, which from time to time is assessed against a UNIT OWNER.

2.3. ASSOCIATION means THE HARBOURS AT ABERDEEN CONDOMINIUM, INC., which is the corporate entity responsible for the operation of the CONDOMINIUM.

2.4. ASSOCIATION PROPERTY means any real property owned by the ASSOCIATION, including any improvements located thereon, and all personal property owned by the ASSOCIATION.

2.5. BOARD means the Board of Directors of the ASSOCIATION.

2.6. BUILDING means and includes any building contained within the CONDOMINIUM from time to time as herein provided.

- 2.7. BYLAWS means the bylaws of the ASSOCIATION, as same may be amended from time to time.
- 2.8. COMMON ELEMENTS means the portions of the CONDOMINIUM PROPERTY not included in the UNITS, and all other property declared as COMMON ELEMENTS herein and in the CONDOMINIUM ACT.
- 2.9. COMMON EXPENSES means all expenses properly incurred by the ASSOCIATION for the CONDOMINIUM which shall include, but not be limited to, the following:
- 2.9.1. Expenses of administration and management of the CONDOMINIUM PROPERTY and of the ASSOCIATION.
- 2.9.2. Expenses of maintenance, operation, repair or replacement of COMMON ELEMENTS, and this CONDOMINIUM's share of such expenses for any ASSOCIATION PROPERTY which unless otherwise determined by the BOARD shall be equal to the number of UNITS in this CONDOMINIUM divided by the total number of units in all condominiums operated by the ASSOCIATION.
- 2.9.3. Expenses declared to be COMMON EXPENSES by this DECLARATION, the ARTICLES and/or the BYLAWS.
- 2.9.4. Any valid charge against the CONDOMINIUM as a whole.
- 2.9.5. All amounts payable by the ASSOCIATION to ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., pursuant to the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development.
- 2.10. COMMON SURPLUS means the excess of all receipts of the ASSOCIATION collected on behalf of the CONDOMINIUM (including, but not limited to, ASSESSMENTS, rents, profits and revenues on account of the COMMON ELEMENTS) over the amount of COMMON EXPENSES.
- 2.11. CONDOMINIUM means the condominium which is formed pursuant to this DECLARATION.
- 2.12. CONDOMINIUM ACT means the Florida Condominium Act, as it exists on the date of execution of this DECLARATION, as contained in Chapter 718 of the Florida Statutes.
- 2.13. CONDOMINIUM FORM OF OWNERSHIP means that form of ownership of real property created pursuant to the CONDOMINIUM ACT and which is comprised of UNITS that may be owned by one (1) or more persons, and there is, appurtenant to each UNIT, an undivided share in the COMMON ELEMENTS.
- 2.14. CONDOMINIUM PARCEL means a UNIT together with the undivided share in the COMMON ELEMENTS which is appurtenant to the UNIT.
- 2.15. CONDOMINIUM PROPERTY means the lands that are subjected to the CONDOMINIUM FORM OF OWNERSHIP by this DECLARATION or by any amendment hereto, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.
- 2.16. DECLARATION or DECLARATION of CONDOMINIUM means this instrument, as it may be amended from time to time.
- 2.17. DEVELOPER means and refers to the person or entity executing this DECLARATION, its successors, grantees, assigns, nominees, and designees. In the event the holder of any mortgage executed by the DEVELOPER, or any subsidiary or affiliate of the holder, obtains title to all or any portion of the CONDOMINIUM PROPERTY by foreclosure, or deed in lieu thereof, or other conveyance, such holder, or subsidiary or affiliate of the holder, shall become the DEVELOPER only if it so elects by written notice to the BOARD, except as otherwise provided by the CONDOMINIUM ACT or the rules promulgated thereunder, but regardless of such election the holder, or subsidiary or affiliate of the holder, shall have the right to assign any of the rights of the DEVELOPER as provided herein to any third party who acquires title to all

or a portion of the CONDOMINIUM PROPERTY from the holder, or subsidiary or affiliate of the holder. In any event, any subsequent DEVELOPER shall not be liable for any defaults or obligations incurred by any prior DEVELOPER, except as same are expressly assumed by the subsequent DEVELOPER. The term "DEVELOPER" shall not include any person or entity acquiring title only to one or more UNIT(S) for which a certificate of occupancy has been issued by the controlling governmental authority, unless DEVELOPER specifically assigns its rights as developer to such person or entity, except for a mortgagee of the DEVELOPER who elects to be the DEVELOPER as set forth above.

2.18. INSTITUTIONAL LENDER means any company or entity holding a first mortgage encumbering a CONDOMINIUM PARCEL, which in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans. An INSTITUTIONAL LENDER may be, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of the DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

2.19. LIMITED COMMON ELEMENTS means those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of other UNITS, if any.

2.20. UNIT means a part of the CONDOMINIUM PROPERTY which is subject to exclusive ownership.

2.21. UNIT OWNER means the record owner(s) of a CONDOMINIUM PARCEL.

3. Development Plans. This CONDOMINIUM is being developed in phases pursuant to Section 718.403 of the CONDOMINIUM ACT. Initially, the CONDOMINIUM will consist only of the land and improvements described and depicted in Exhibit "A" attached hereto. As described in Paragraph 23 of this DECLARATION, additional phases may be added to the CONDOMINIUM. Exhibit "B" of this DECLARATION contains a plot plan showing the approximate general location of the buildings and improvements currently planned to be contained in each phase, and a proposed legal description of each phase. The DEVELOPER reserves the right not to add any phase to the CONDOMINIUM, and except for the land described in Exhibit "A," this DECLARATION shall have no effect on the title to any land described in Exhibits "B" or "C," unless and until such land is added to the CONDOMINIUM by an amendment to this DECLARATION.

4. CONDOMINIUM Improvements and UNITS.

4.1. Plot Plan and Survey. A survey of the property comprising the CONDOMINIUM, a graphic description of the improvements, and a plot plan thereof, as well as the floor plans of the UNITS within the CONDOMINIUM, are all attached hereto as Exhibit "A." This exhibit, together with this DECLARATION, is an accurate representation of the location and dimensions of the improvements constituting the CONDOMINIUM and are in sufficient detail so that the identification, location, and dimensions of the COMMON ELEMENTS and of each UNIT can be determined.

4.2. UNIT Identification. The legal description of each UNIT shall consist of the number of the BUILDING in which the UNIT is located, and the number of such UNIT, as shown upon Exhibit "A." Every deed, lease, mortgage or other instrument may legally describe a UNIT and/or CONDOMINIUM PARCEL by its identifying UNIT designation as provided, and each and every description shall be deemed good and sufficient for all purposes.

4.3. UNIT Boundaries. Each UNIT shall include that part of the BUILDING containing the UNIT that lies within the boundaries of the UNIT, which boundaries are as follows:

4.3.1. Upper and Lower Boundaries. The upper and lower boundaries of each UNIT shall be the following boundaries extended to an intersection with the perimetrical boundaries.

4.3.1.1. Upper boundary: The horizontal plane of the undecorated finished ceiling. In a UNIT containing a room in which the ceiling is raised above the level of the ceiling in the rest of the UNIT, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the UNIT, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

4.3.1.2. Lower boundary: The horizontal plane of the undecorated finished floor. In a UNIT containing a room in which the floor is raised above the level of the floor in the rest of the UNIT, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the UNIT, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

4.3.2. Perimetrical Boundaries. The perimetrical boundaries of the UNIT shall be the vertical planes of the unfinished interior surfaces of the building walls bounding the UNIT, the vertical planes of finished exterior surfaces of screened or glass walls bounding the UNIT, and imaginary vertical planes along the lower boundaries of the UNIT where there is no wall, extended to their planar intersections with each other and with the upper and lower boundaries.

4.3.3. Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights and conversation pits, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, screening, or other transparent material, and all framings and casings therefore, shall be included in the boundaries of the UNIT.

4.3.4. Boundaries Further Defined. The boundaries of the UNIT shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each UNIT and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other UNITS and/or for COMMON ELEMENTS. No part of the interior non-boundary walls within a UNIT shall be considered a boundary of the UNIT.

4.3.5. Exceptions and Conflicts. In the case of any conflict between the boundaries of the UNIT as above described and the dimensions of the UNIT shown on Exhibit "A," the above provisions describing the boundary of a UNIT shall control, it being the intention of this DECLARATION that the actual as-built boundaries of the UNIT as above described shall control over any erroneous dimensions contained in Exhibit "A" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "A" attached hereto is erroneous the DEVELOPER or the President of the ASSOCIATION shall have the right to unilaterally amend the DECLARATION to correct such survey, and any such amendment shall not require the joinder of any UNIT OWNER or mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a UNIT. In the case of UNIT boundaries not adequately described as provided above, the survey of the UNITS contained in Exhibit "A" shall control in determining the boundaries of a UNIT. In the case of any conflict between the language of this DECLARATION describing the boundaries of any UNIT, and in the language contained on Exhibit "A" describing the boundaries of a UNIT, the language of this DECLARATION shall control.

4.4. LIMITED COMMON ELEMENTS. The areas depicted as "LIMITED COMMON ELEMENTS" on Exhibit "A" of this DECLARATION, if any, shall be LIMITED COMMON ELEMENTS of the contiguous UNIT, or the UNIT otherwise designated, for the exclusive use and enjoyment of the UNIT OWNER and residents of the UNIT, and their guests and invitees. In addition, as to any first-floor UNIT, the area within 15 feet of the rear of each UNIT, bounded on the sides by a line which is the projection of the side boundaries of the UNIT, shall be deemed a LIMITED COMMON ELEMENT of the UNIT.

4.5. AUTOMOBILE PARKING SPACES.

4.5.1. The COMMON ELEMENTS include parking areas for automobiles of the UNIT OWNERS and residents of the CONDOMINIUM, their guests and invitees. The driveway of each UNIT shall be for parking for the exclusive use of the UNIT OWNER or any resident of each UNIT, and their guests and invitees. No UNIT OWNER or resident of any UNIT, and none of their guests and invitees, shall park in the driveway of another UNIT. All other parking areas will be for the general use of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees.

4.5.2. Any transfer of title of a UNIT, including a transfer by operation of law, shall operate to transfer the exclusive use of the UNIT's driveway as a parking area for the UNIT.

5. Easements and Restrictions. Each of the following easements is hereby created, all of which shall be nonexclusive easements and shall run 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 uses and purposes, and each shall survive the termination of the CONDOMINIUM.

5.1. Pedestrian and Vehicular Traffic.

5.1.1. Ingress and egress easements for pedestrian and bicycle traffic over and upon the sidewalks and paths existing from time to time upon the COMMON ELEMENTS, and ingress and egress easements for pedestrian and vehicular traffic over and upon the roads, parking areas, and other paved areas as existing from time to time upon the COMMON ELEMENTS and intended for such purposes, same being in favor of the UNIT OWNERS for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees.

5.1.2. An easement for ingress and egress purposes over the COMMON ELEMENTS in favor of the owners of any portion of the property described in Exhibit "C" which is not within this CONDOMINIUM, for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees. The location of such easement shall be limited to the paved roads within the CONDOMINIUM so long as reasonable ingress and egress is provided over such roads and any other roads outside of the CONDOMINIUM for which ingress and egress is provided, and the location of the paved roads within the CONDOMINIUM may be changed from time to time without the consent of the owners of any portion of the property described on Exhibit "C." If the paved roads within the CONDOMINIUM, when combined with other roads providing ingress and egress to the property described on Exhibit "C," do not provide ingress and egress reasonably necessary for the owners of the property described in Exhibit "C," then the location of the easement granted hereby shall be established in a manner which minimizes interference to the extent reasonably possible with the use and enjoyment of the CONDOMINIUM PROPERTY by the residents of the CONDOMINIUM.

5.2. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the CONDOMINIUM, and over, under, on and across the COMMON ELEMENTS, as may be reasonably required to permit the foregoing, and their agents and employees,

to provide their respective authorized services to and for the CONDOMINIUM PROPERTY and the property described in Exhibit "C" attached hereto. Also, easements as may be reasonably required for the installation, maintenance, repair, and providing of utility services, equipment and fixtures, in order to adequately serve the CONDOMINIUM or any UNIT or COMMON ELEMENT, or the property described in Exhibit "C," including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. Any utility services serving the property described in Exhibit "C," which is outside of the CONDOMINIUM shall be installed to the extent possible in a manner which will minimize interference with the use and enjoyment of the CONDOMINIUM PROPERTY by the residents of the CONDOMINIUM. Easements through a UNIT shall be only according to the plans and specifications for the BUILDING containing the UNIT or as the BUILDING is actually constructed, or reconstructed, unless approved in writing by the UNIT OWNER of the UNIT. A UNIT OWNER shall do nothing within or outside his UNIT that interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each UNIT to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and COMMON ELEMENTS contained in the UNIT or elsewhere in the CONDOMINIUM PROPERTY and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the UNIT OWNER's permitted use of the UNIT, and except in the event of an emergency, entry into any UNIT shall be made on reasonable notice to the UNIT OWNER.

5.3. Support. Every portion of a UNIT contributing to the support of a BUILDING or an adjacent UNIT shall be burdened with an easement of support for the benefit of all other UNITS and COMMON ELEMENTS in the BUILDING.

5.4. Perpetual Nonexclusive Easement in COMMON ELEMENTS. The COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

5.5. Air Space. Each UNIT shall have an exclusive easement for the use of the air space occupied by the UNIT as it exists at any particular time and as the UNIT may lawfully be altered.

5.6. Encroachments. If any portion of the COMMON ELEMENTS encroaches upon any UNIT; if any UNIT, LIMITED COMMON ELEMENT, or any other improvement encroaches upon any other UNIT or upon any portion of the COMMON ELEMENTS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON ELEMENTS or LIMITED COMMON ELEMENTS made by or with the consent of the ASSOCIATION; (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON ELEMENTS; or (v) any non-purposeful or non-negligent act of a UNIT OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

5.7. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the UNITS and the CONDOMINIUM PROPERTY.

5.8. Sale and Development Easement. DEVELOPER reserves an easement over, upon, across and under the COMMON ELEMENTS and the ASSOCIATION PROPERTY as may be reasonably required in connection with the development and construction of the improvements within the CONDOMINIUM and the ASSOCIATION PROPERTY, and the sale, promotion and leasing of the UNITS, or any portion of the property described in Exhibit "C" attached hereto or any other property owned by DEVELOPER or any affiliate or subsidiary of DEVELOPER, and further reserves an easement to use any office located within any recreational facilities or other portion of the COMMON ELEMENTS for such purposes.

5.9. Additional Easements. DEVELOPER (so long as it owns any UNITS) and the ASSOCIATION, on their behalf and on behalf of all UNIT OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under, and/or across the COMMON ELEMENTS and the ASSOCIATION PROPERTY in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the CONDOMINIUM in favor of the ASSOCIATION and/or the UNIT OWNERS or in favor of any person, entity, public or quasi-public authority, or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the CONDOMINIUM, or any portion thereof, or for the health, safety or welfare of the UNIT OWNERS, or for any other reason or purpose. This section does not authorize the ASSOCIATION to modify, relocate, abandon or terminate any easement created in whole or in part for the use or benefit of anyone other than the UNIT OWNERS, or crossing the property of anyone other than the UNIT OWNERS, without their consent or approval as otherwise required by law or by the instrument creating the easement. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of UNITS for dwelling purposes, no joinder of any UNIT OWNER or any mortgagee of any UNIT shall be required or, if same would unreasonably and adversely interfere with the use of any UNIT for dwelling purposes, only the joinder of the UNIT OWNERS and INSTITUTIONAL LENDERS of UNITS so affected shall be required. To the extent required, all UNIT OWNERS hereby irrevocably appoint DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

5.10. Easements and Restrictions of Record. The creation of this CONDOMINIUM is subject to other restrictions, reservations and easements of record.

6. Ownership.

6.1. Type of Ownership. Ownership of each CONDOMINIUM PARCEL may be in fee simple or in any other estate in real property recognized by the law, subject, however, to this DECLARATION and restrictions, reservations, easements and limitations of record.

6.2. UNIT OWNER's Rights. Each UNIT OWNER is entitled to the exclusive use and possession of his UNIT. He shall be entitled to use the COMMON ELEMENTS in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other UNIT OWNERS. There shall be a joint use of the COMMON ELEMENTS and a joint and mutual easement for that purpose is hereby created.

7. Restraint Upon Separation and Partition of COMMON ELEMENTS. The fee title of each CONDOMINIUM PARCEL shall include both the UNIT and an undivided interest in the COMMON ELEMENTS, said undivided interest in the COMMON ELEMENTS to be deemed to be conveyed or encumbered with its respective UNIT, even though the description in the deed or instrument of conveyance may refer only to the fee title to the UNIT. Any attempt to separate and/or action to partition the fee title to a UNIT from the undivided interest in the COMMON ELEMENTS appurtenant to each UNIT shall be null and void.

8. Undivided Share in the COMMON ELEMENTS. Each UNIT shall have an undivided share in the COMMON ELEMENTS as an appurtenance to the UNIT, which undivided share shall be equal to  $1/X$ , "X" being the number of UNITS contained within the CONDOMINIUM from time to time. Accordingly, each UNIT's initial undivided share in the COMMON ELEMENTS will be  $1/8$ , which will be redetermined if and when each phase is added to the CONDOMINIUM as described in Paragraph 23 of this DECLARATION.

9. COMMON EXPENSE and COMMON SURPLUS.

9.1. Each UNIT OWNER will be responsible for a proportionate share of the COMMON EXPENSES, equal to the undivided share in the COMMON ELEMENTS appurtenant to the UNIT OWNER's UNIT as determined above. In the event the ASSOCIATION operates more than one (1) condominium, the COMMON EXPENSES of this CONDOMINIUM shall include all expenses specifically relating to this CONDOMINIUM, as well as this CONDOMINIUM's share of all mutual expenses

relating to this and other condominiums operated by the ASSOCIATION, as reasonably determined by the BOARD.

9.2. Any COMMON SURPLUS of the ASSOCIATION shall be owned by each UNIT OWNER in the same proportion as his liability for COMMON EXPENSES. In the event the ASSOCIATION operates more than one condominium, then the UNIT OWNERS in this CONDOMINIUM shall only have an interest in the COMMON SURPLUS of the ASSOCIATION attributable to this CONDOMINIUM.

10. Maintenance. The responsibility for maintenance by the ASSOCIATION and by the UNIT OWNERS shall be as follows:

10.1. By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE:

10.1.1. All COMMON ELEMENTS and LIMITED COMMON ELEMENTS, except for portions to be maintained by the UNIT OWNERS as hereinafter provided.

10.1.2. All exterior and structural BUILDING walls, whether inside or outside of a UNIT.

10.1.3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of a UNIT contributing to the support of the BUILDING or to another UNIT, or within interior boundary walls, and all such facilities contained within a UNIT which service part or parts of the CONDOMINIUM other than the UNIT within which such facilities are contained.

10.1.4. All ASSOCIATION PROPERTY (only this CONDOMINIUM's share of the expenses associated with the ASSOCIATION PROPERTY shall be a COMMON EXPENSE of this CONDOMINIUM).

10.1.5. Any unimproved property, and the side of any common wall or fence facing the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY, outside of and contiguous to the CONDOMINIUM or the ASSOCIATION PROPERTY (with the consent of the owner of such property except where such property consists of unpaved road right-of-way) which the BOARD determines to maintain from time to time.

All incidental damage caused to a UNIT by such work shall be promptly repaired at the expense of the ASSOCIATION.

10.2. By the UNIT OWNER. Each UNIT OWNER shall operate, maintain, repair and replace, at the UNIT OWNER's expense:

10.2.1. All portions of the UNIT except the portions to be maintained, repaired and replaced by the ASSOCIATION. Included within the responsibility of the UNIT OWNER shall be windows, screens, sliding glass doors, and doors on the exterior of his UNIT or the LIMITED COMMON ELEMENTS of his UNIT, and framing for same. Also included within the responsibility of the UNIT OWNERS shall be the maintenance and painting of exterior building walls within a UNIT OWNER's screened or enclosed porch, patio or balcony, which shall be painted the same color as the outside exterior building walls. All such maintenance, repairs and replacements shall be done without disturbing the rights of other UNIT OWNERS.

10.2.2. The air conditioning and heating systems exclusively serving the UNIT OWNER's UNIT, whether inside or outside of his UNIT. Any portion of the air conditioning and heating system exclusively serving a UNIT, which is located outside of the UNIT, shall be deemed a LIMITED COMMON ELEMENT of the UNIT.

10.2.3. Within the UNIT OWNER's UNIT, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the UNIT, as well as all personal property of the UNIT OWNER.



10.2.4. Any improvements constructed or located within that portion of the rear of the UNIT that is a LIMITED COMMON ELEMENT pursuant to Paragraph 4.4, and any landscaping therein, other than standard landscaping located in the rear of all of the UNITS.

All property to be maintained, repaired and/or replaced by a UNIT OWNER shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the CONDOMINIUM, so as to preserve a well kept appearance throughout the CONDOMINIUM, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the CONDOMINIUM from its original appearance or condition without the prior written consent of the ASSOCIATION. All property to be maintained, repaired and/or replaced by a UNIT OWNER which is inside of the UNIT OWNER's UNIT and which does not affect the exterior appearance of the CONDOMINIUM shall be maintained at all times in a condition which does not and will not adversely affect any other UNIT OWNER, or any other portion of the CONDOMINIUM PROPERTY.

10.3. No UNIT OWNER shall operate, maintain, repair or replace any portion of the CONDOMINIUM PROPERTY to be operated, maintained, repaired and/or replaced by the ASSOCIATION, or the ASSOCIATION PROPERTY, without first obtaining written approval from the ASSOCIATION. Each UNIT OWNER shall promptly report to the ASSOCIATION or any applicable management company any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the ASSOCIATION.

10.4. Whenever it is necessary to enter any UNIT for the purpose of performing any maintenance, repair or replacement of any COMMON ELEMENTS or any other UNIT, or for making emergency repairs necessary to prevent damage to any COMMON ELEMENTS or to any other UNIT, the owner of the UNIT shall permit the ASSOCIATION or persons authorized by it to enter the UNIT for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required. Any damage resulting from any such entry shall be a COMMON EXPENSE, except where such entry is required in order to repair a UNIT, in which event the UNIT OWNER will be responsible for such damage. To facilitate entry in the event of any emergency, the owner of each UNIT, if required by the ASSOCIATION, shall deposit a key to such UNIT with the ASSOCIATION.

10.5. each UNIT OWNER shall be liable for any damage to the COMMON ELEMENTS, or any LIMITED COMMON ELEMENTS, or any other UNIT, caused by the UNIT OWNER or by any resident of his UNIT, or caused by fire, leaking water, or other cause emanating from the UNIT OWNER's UNIT, to the extent the cost of repairing any such damage is not covered by insurance.

#### 11. Additions, Alterations or Improvements.

11.1. By the ASSOCIATION. The ASSOCIATION shall not make any material addition, alteration, change or improvement to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY without the approval of the UNIT OWNERS, provided, however, that the approval of at least two-thirds (2/3) of all the UNIT OWNERS shall be required as to any addition, alteration, change or improvement which (i) substantially changes any recreational facility which is a COMMON ELEMENT or ASSOCIATION PROPERTY, or (ii) would cost, when combined with any other additions, alterations or improvements made during the calendar year, the sum of Two Hundred (\$200) Dollars (which sum shall be increased in direct proportion to any increase in the Consumer Price Index subsequent to the date of the recording of this DECLARATION, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, using the U.S. city average, all items (1967 = 100), or any similar index if the foregoing Index is discontinued) multiplied by the number of UNITS in the CONDOMINIUM as of the time such addition, alteration or improvement is to be made. The foregoing approval shall in no event apply with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON ELEMENTS or ASSOCIATION PROPERTY. The cost and expense of any such addition, alteration, change or improvement to the COMMON ELEMENTS and this CONDOMINIUM's share of such cost and expense as to any ASSOCIATION PROPERTY, shall constitute a part of the COMMON EXPENSES and shall be assessed to the UNIT OWNERS as COMMON EXPENSES. Any addition, alteration, change or

improvement to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY made by the ASSOCIATION shall be made in compliance with all laws, rules, ordinances, and regulations of all controlling governmental authorities.

11.2. By UNIT OWNERS. No UNIT OWNER shall make or install any addition, alteration, improvement or landscaping in or to the exterior of his UNIT, or any LIMITED COMMON ELEMENT or any COMMON ELEMENT, or any ASSOCIATION PROPERTY, and no UNIT OWNER shall make any structural addition, alteration or improvement in or to his UNIT, without the prior written consent of the ASSOCIATION. Notwithstanding the foregoing, if any BUILDING consists of two or more stories and contains UNITS located on top of other UNITS, ~~no permanent enclosure of any screened-in patio or balcony shall be permitted, except that with the consent of the ASSOCIATION a UNIT OWNER may install hurricane shutters or glass enclosures on the inside of such screening.~~ Any request by a UNIT OWNER for consent by the ASSOCIATION to any addition, alteration or improvement, shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the ASSOCIATION's approval as to same may be granted or withheld in the ASSOCIATION's sole discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the CONDOMINIUM PROPERTY, but shall not be withheld in a discriminatory manner. All additions, alterations or improvements made by a UNIT OWNER shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the ASSOCIATION with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A UNIT OWNER making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such UNIT OWNER, and the UNIT OWNER's heirs, personal representatives, successors, and assigns, as appropriate, to hold the ASSOCIATION and all other UNIT OWNERS harmless from any liability or damage to the CONDOMINIUM PROPERTY and expenses arising therefrom. Each UNIT OWNER shall be solely responsible for and shall maintain all exterior additions, alterations or improvements in a first class condition and in good working order as originally approved by the ASSOCIATION.

## 12. Determination of COMMON EXPENSES and ASSESSMENTS.

12.1. The BOARD shall from time to time, and at least annually, prepare and adopt a budget for the CONDOMINIUM, determine the amount of ASSESSMENTS payable by the UNIT OWNERS to meet the COMMON EXPENSES of the CONDOMINIUM, and allocate and assess such expenses among the UNIT OWNERS, in accordance with the provisions of the CONDOMINIUM ACT, this DECLARATION and the BYLAWS. The ASSOCIATION shall notify all UNIT OWNERS, in writing, of the amount and due dates of the ASSESSMENTS payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any ASSESSMENTS are made in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the ASSOCIATION notifies the UNIT OWNER in writing of a change in the amount and/or frequency of the periodic payments. If requested in writing, copies of all notices of ASSESSMENTS shall be given to any INSTITUTIONAL LENDER. Any budget adopted by the BOARD shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the BYLAWS. In the event the expenditure of funds by the ASSOCIATION is required that cannot be made from the regular ASSESSMENTS, the ASSOCIATION may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT. The specific purpose or purposes of any special ASSESSMENT shall be set forth in the written notice of such ASSESSMENT sent or delivered to each UNIT OWNER, and the funds collected pursuant to the special ASSESSMENT shall be used only for the specific purpose or purposes set forth in such notice, or returned to the UNIT OWNERS. However, upon completion of such specific purpose or purposes, any excess funds shall be considered COMMON SURPLUS. ASSESSMENTS will commence upon the conveyance of the first UNIT by the DEVELOPER, and prior to such commencement date the DEVELOPER will be

responsible for all COMMON EXPENSES of the CONDOMINIUM. ASSESSMENTS for any UNIT added to the CONDOMINIUM will commence on the 1st day of the month after the UNIT is added, or upon the conveyance of the UNIT by the DEVELOPER, whichever occurs first.

12.2. Each UNIT OWNER acquiring title to a UNIT from the DEVELOPER shall pay to the ASSOCIATION a working capital contribution equal to 2 months ASSESSMENTS for the UNIT. Such working capital contributions may be used to reimburse the DEVELOPER for start-up expenses of the ASSOCIATION, including, but not limited to, advance insurance premiums, utility deposits and similar expenses, or otherwise as the ASSOCIATION shall determine from time to time, and need not be restricted or accumulated.

13. Monetary Defaults and Collection of ASSESSMENTS and Other Monies.

13.1. Liability for ASSESSMENTS and Other Monies. 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 and other monies owed to the ASSOCIATION while he is the UNIT OWNER. In a voluntary conveyance, the grantee shall be jointly and severally liable for all unpaid ASSESSMENTS and other monies owed by the prior UNIT OWNER of the grantee's UNIT up to the time of the conveyance, without prejudice to any right the UNIT OWNER may have to recover from the prior UNIT OWNER any amounts paid by the UNIT OWNER. However, no UNIT OWNER shall be liable for any ASSESSMENTS or other monies owed by the DEVELOPER.

13.2. Late Fees and Interest. If any ASSESSMENT or other monies owed to the ASSOCIATION are not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee equal to the greater of 10% of the amount of the ASSESSMENT or other monies owed, or \$10.00 (but not in excess of any maximum late fee permitted by law), plus interest at the then highest rate of interest allowable by law, but not greater than twenty-five (25%) percent per year, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT or other monies owed to the ASSOCIATION, then the ASSESSMENT or other monies shall be due ten (10) days after written demand by the ASSOCIATION. The ASSOCIATION may waive the payment of any or all late fees or interest in the discretion of the ASSOCIATION.

13.3. Lien for ASSESSMENTS and Other Monies Owed to the ASSOCIATION. The ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any unpaid ASSESSMENTS, which lien is provided by Florida Statutes, §718.116, and is also hereby established, and the ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any other monies owed to the ASSOCIATION, which lien is hereby established, with interest and for costs and attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENTS or other monies, or enforcement of the lien, and for all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the CONDOMINIUM PARCEL is located, stating the description of the CONDOMINIUM PARCEL, the name of the record UNIT OWNER, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien shall secure all unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, interest, costs, attorneys' fees, and sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien, which are due upon and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

13.4. Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose its lien for ASSESSMENTS or other monies owed to the ASSOCIATION in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS or other monies without waiving any claim of lien, and the applicable UNIT OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the

ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS or other monies, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. However, no foreclosure judgment may be entered until at least thirty (30) days after the ASSOCIATION gives written notice to the UNIT OWNER of its intention to foreclose its lien to collect the unpaid ASSESSMENTS or other monies, and other sums secured by the claim of lien. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the ASSOCIATION shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the UNIT OWNER or by certified or registered mail, return receipt requested, addressed to the UNIT OWNER at his last known address, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. If, after diligent search and inquiry, the ASSOCIATION cannot find the UNIT OWNER or a mailing address at which the UNIT OWNER will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the UNIT OWNER records a notice of contest of lien as provided by the CONDOMINIUM ACT. The notice requirements of this section shall not apply if an action to foreclose a mortgage on the UNIT is pending before any court, if the ASSOCIATION's rights would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the UNIT OWNER. The BOARD is authorized to settle and compromise any claims the ASSOCIATION may have against a UNIT OWNER if the BOARD deems a settlement or compromise desirable.

13.5. Rental and Receiver. If a UNIT OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the court, in its discretion, may require the UNIT OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

13.6. Liability of Mortgagee, Lien or Judicial Sale Purchaser for ASSESSMENTS or Other Monies Owed to the ASSOCIATION. When the mortgagee of a first mortgage of record, or other purchaser of a UNIT, obtains title to the CONDOMINIUM PARCEL by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the ASSOCIATION has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the ASSESSMENTS or for any other monies owed to the ASSOCIATION including, but not limited to, interest, late fees, fines or fees, attributable to the CONDOMINIUM PARCEL and chargeable to the former UNIT OWNER of the CONDOMINIUM PARCEL which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien that is recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid share of ASSESSMENTS or other monies owed to the ASSOCIATION are COMMON EXPENSES collectable from all of the UNIT OWNERS, including such acquirer and his successors and assigns. The new owner, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS against the CONDOMINIUM PARCEL. Any person who acquires an interest in a CONDOMINIUM PARCEL, except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other monies owed to the ASSOCIATION by the former UNIT OWNER.

13.7. Certificate of Unpaid ASSESSMENTS and Other Monies Owed to the ASSOCIATION. Within fifteen (15) days after request by any UNIT OWNER, or any INSTITUTIONAL LENDER holding, insuring, or guaranteeing a mortgage encumbering a UNIT, or any person or entity intending to purchase a UNIT or provide a mortgage loan encumbering a UNIT, the ASSOCIATION shall provide a certificate stating all ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER with respect to the CONDOMINIUM PARCEL. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby.

13.8. Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies owed to the ASSOCIATION as provided herein; and next towards any unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS or other monies were due.

14. ASSOCIATION. In order to provide for the administration of this CONDOMINIUM, the ASSOCIATION has been organized as a not-for-profit corporation under the Laws of the State of Florida, and the ASSOCIATION shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incidental thereto in accordance with the terms, provisions and conditions of this DECLARATION, the ARTICLES, BYLAWS, and the rules and regulations promulgated by the ASSOCIATION from time to time.

14.1. ARTICLES. A copy of the ARTICLES is attached as Exhibit "D." No amendment of the ARTICLES shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

14.2. BYLAWS. A copy of the BYLAWS is attached as Exhibit "E." No amendment of the BYLAWS shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

14.3. Limitation Upon Liability of ASSOCIATION. Notwithstanding the duty of the ASSOCIATION to maintain and repair portions 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 share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his UNIT.

14.5. Approval or Disapproval of Matters. Whenever the approval, consent or decision of the UNIT OWNERS is required upon any matter, such decision shall be made by a majority of a quorum of the UNIT OWNERS at a duly called meeting of the ASSOCIATION, in accordance with the ARTICLES and the BYLAWS, unless a greater voting requirement is specified as to any matter in the CONDOMINIUM ACT, or in this DECLARATION, the ARTICLES, or the BYLAWS.

14.6. Acts of the ASSOCIATION. Unless the approval or action of the UNIT OWNERS, and/or a certain specific percentage of the BOARD, is specifically required in this DECLARATION, the ARTICLES or BYLAWS, applicable rules and regulations or applicable law, all approvals, consents, or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the UNIT OWNERS, and the BOARD may so approve and act through the proper officers of the ASSOCIATION without a specific resolution. The approval or consent of the ASSOCIATION or the BOARD shall be evidenced by a written instrument signed by any director or officer of the ASSOCIATION. When an approval, consent or action of the ASSOCIATION is permitted to be given or taken, such approval, consent or action may be conditioned in any manner the ASSOCIATION deems appropriate or the ASSOCIATION

may refuse to take or give such approval, consent or action without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

14.7. Management Contracts. The ASSOCIATION shall have the right to contract for the management and maintenance of the CONDOMINIUM PROPERTY, and to authorize a management agent or company to assist the ASSOCIATION in carrying out its powers and duties as set forth herein. Any management agent or company may be the DEVELOPER or an affiliate of the DEVELOPER. However, the ASSOCIATION and its officers shall retain at all times the powers and duties granted to it by this DECLARATION, the ARTICLES, BYLAWS and the CONDOMINIUM ACT. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without penalty on not less than ninety (90) days written notice.

14.8. Membership. The record owner(s) of all UNITS in the CONDOMINIUM shall be members of the ASSOCIATION. Membership as to each UNIT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

14.9. Voting. On all matters as to which the members of the ASSOCIATION shall be entitled to vote, there shall be only one vote for each UNIT.

14.10. Future Memberships or Interests in Recreational Facilities. The ASSOCIATION shall have the power to enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities, whether or not the lands or facilities are contiguous to the lands of the CONDOMINIUM, if they are intended to provide enjoyment, recreation, or other use or benefit to the UNIT OWNERS, provided that any such agreement, leasehold, membership, or other possessory or use interest must be approved by at least 75% of the votes of the UNIT OWNERS.

15. Insurance. The insurance other than title insurance which shall be carried upon the CONDOMINIUM PROPERTY and the ASSOCIATION PROPERTY and the property of the UNIT OWNERS shall be governed by the following provisions:

15.1. Purchase, Custody and Payment of Policies.

15.1.1. Purchase. All insurance policies purchased by the ASSOCIATION shall be issued by an insurance company authorized to do business in Florida.

15.1.2. Approval By INSTITUTIONAL LENDERS. Each INSTITUTIONAL LENDER will have the right upon reasonable notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer, limits, and coverage of all insurance purchased by the ASSOCIATION, and the insurance trustee, and to require the ASSOCIATION to purchase insurance or to obtain an insurance trustee complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. If the ASSOCIATION fails to pay insurance premiums when due, or fails to comply with the insurance requirements of this DECLARATION, any INSTITUTIONAL LENDER shall have the right to order insurance policies complying with this DECLARATION and to advance any sums required to maintain or procure such insurance, and will then be subrogated to the assessment and lien rights of the ASSOCIATION for the payment of such sums as a COMMON EXPENSE. In the event of a conflict between INSTITUTIONAL LENDERS, the decision of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

15.1.3. Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for UNIT OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

15.1.4. Custody of Policies and Payment of Proceeds. All policies shall provide that payments in excess of \$5,000.00 for losses made by the insurer on account of casualty to any portion of the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

15.1.5. Copies to UNIT OWNERS or INSTITUTIONAL LENDERS. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each UNIT OWNER or INSTITUTIONAL LENDER included in the mortgagee roster who holds a mortgage upon a UNIT covered by the policy, and who in writing requests the ASSOCIATION to provide it with such policies. Upon request of any INSTITUTIONAL LENDER holding a mortgage upon a UNIT, the ASSOCIATION shall obtain and deliver to the INSTITUTIONAL LENDER a certificate of insurance, providing that same will not be cancelled or the coverage reduced without at least 10 days written notice to the INSTITUTIONAL LENDER.

15.1.6. Termination of Insurance. All insurance policies purchased by the ASSOCIATION shall provide that they may not be cancelled or substantially modified without at least 10 days prior written notice to the ASSOCIATION and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policy.

15.1.7. Personal Property and Liability. UNIT OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage, and for improvements made to their UNIT.

## 15.2. Coverage.

15.2.1. Casualty. The CONDOMINIUM PROPERTY and all ASSOCIATION PROPERTY, are to be insured pursuant to a "blanket" or "master" type casualty insurance policy containing a replacement cost or similar endorsement in an amount equal to 100% of the then current replacement cost (excluding foundation, excavating costs, and other items normally excluded from coverage) as determined by the ASSOCIATION's casualty insurance company. The deductible amount under the casualty policy shall not exceed \$500.00 or such greater amount as is approved by the BOARD. Such coverage shall afford protection against:

15.2.1.1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

15.2.1.2. Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

15.2.1.3. The hazard insurance policy shall cover, among other things, all COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and all of the UNITS within the CONDOMINIUM including, but not limited to, partition walls, doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures, and bathroom cabinets and fixtures, all as originally supplied or having a value not in excess of that originally supplied as a standard item by DEVELOPER. The hazard insurance policy shall not include any improvements made in any UNIT having a value in excess of that originally supplied as a standard item by the DEVELOPER, or any additional furniture, furnishings, or other personal property installed or brought into a UNIT, from time to time, by the UNIT OWNERS or residents of a UNIT, or their guests or invitees, or any floor, wall or ceiling coverings within any UNIT.

15.2.2. Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY or adjoining driveways and walkways, or any work, matters or things related to the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, but with a combined single limit liability of not less than \$1,000,000.00 for bodily injury, death, or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the UNIT OWNERS as a group to a UNIT OWNER.

15.2.3. Fidelity Bonds. The ASSOCIATION shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of the

ASSOCIATION and all other persons handling or responsible for funds of or administered by the ASSOCIATION. Furthermore, where the ASSOCIATION has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the ASSOCIATION. The total amount of fidelity bond coverage required shall in no event be less than (i) a sum equal to three (3) months aggregate ASSESSMENTS on all UNITS plus reserve funds held by the ASSOCIATION, (ii) the estimated maximum funds, including reserve funds, in the custody of the ASSOCIATION or the management company at any given time during the term of the bond, or (iii) the minimum amount required by the CONDOMINIUM ACT, whichever is greater. Notwithstanding the foregoing, unless an INSTITUTIONAL LENDER otherwise requires fidelity bond coverage, such coverage will not be required unless and until the CONDOMINIUM consists of greater than thirty (30) UNITS. The bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management company, shall be paid by the ASSOCIATION as a COMMON EXPENSE. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment or premium) without at least 10 days prior written notice to the ASSOCIATION and to any INSTITUTIONAL LENDER requesting the issuer to give notice of cancellation or modification.

15.2.4. Flood Insurance, Workman's Compensation Insurance, and Such Other Insurance as the ASSOCIATION shall determine from time to time to be desirable, or as may be required by law, or as may reasonably be required by an INSTITUTIONAL LENDER pursuant to Paragraph 15.1.2, and as is customarily obtained with respect to condominiums similar in construction, location, and use to this CONDOMINIUM, such as, where applicable, contractual and all-written contract insurance, employers' liability insurance, and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the ASSOCIATION and against the UNIT OWNERS individually and as a group, (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more Directors of the ASSOCIATION or by one or more UNIT OWNERS; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days prior written notice to the ASSOCIATION and to the holder of a first mortgage encumbering any UNIT in the CONDOMINIUM which is listed as a scheduled holder of a first mortgage in the insurance policy.

15.2.5. Waiver. If the insurance premiums for any insurance purchased by the ASSOCIATION become unreasonably high in the BOARD's opinion, the BOARD may purchase insurance with lesser coverage than specified above, or may elect not to purchase any insurance other than casualty or liability insurance. However, any reduction in the coverage of casualty or liability insurance below that specified above must be approved by 2/3 of the votes of the UNIT OWNERS, and must also be approved by the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness, and in any event the ASSOCIATION must purchase any insurance required by the CONDOMINIUM ACT.

15.3. Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS or the ASSOCIATION PROPERTY by a particular UNIT OWNER, or by a resident of any UNIT, or by a member of their families or their guests or invitees, shall be charged to and paid by that UNIT OWNER. Notwithstanding the foregoing, as to any insurance policies for ASSOCIATION PROPERTY, only the portion thereof allocable to this CONDOMINIUM shall be a COMMON EXPENSE.

15.4. Insurance Trustee. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds in excess of \$5,000 covering casualty losses shall be paid to any national bank or trust company in the



vicinity of the CONDOMINIUM with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or 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 the same in trust for the purposes elsewhere stated herein and for the benefit of the UNIT OWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee. Notwithstanding the foregoing, so long as the DEVELOPER appoints a majority of the directors of the ASSOCIATION, unless any INSTITUTIONAL LENDER otherwise requires by written notice to the ASSOCIATION, no Insurance Trustee will be required, and all references in this DECLARATION to an Insurance Trustee shall refer to the ASSOCIATION where the context requires.

15.4.1. COMMON ELEMENTS. Proceeds on account of damage to COMMON ELEMENTS shall be held in as many undivided shares as there are UNITS, the share 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 damage to UNITS shall be held in the following undivided shares:

15.4.2.1. When the UNITS are to be repaired and 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. When the UNITS are not to be repaired and restored as elsewhere provided, for the owners of all UNITS in the CONDOMINIUM, each owner's share being in proportion to his share in the COMMON ELEMENTS appurtenant to his UNIT.

15.4.2.3. Mortgagee. In the event a mortgage encumbers a UNIT, the share of the UNIT OWNER shall be held in trust for the mortgagee and the UNIT OWNER as their interests may appear. However, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the UNIT OWNER and mortgagee pursuant to the provisions of this DECLARATION.

15.4.3. ASSOCIATION PROPERTY. Proceeds on account of damage to ASSOCIATION PROPERTY shall be held on behalf of the ASSOCIATION.

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 damaged BUILDING and/or UNIT 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 executed by the President and Secretary as to the names of the

UNIT OWNERS and mortgagees together with their respective shares of the distribution.

15.5.5. Limitation on Use of Proceeds. In no event may any hazard insurance proceeds for losses to any CONDOMINIUM PROPERTY (whether to UNITS or to COMMON ELEMENTS) or any ASSOCIATION PROPERTY be used for other than expenses of the Insurance Trustee or for the repair, replacement or reconstruction of such CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY, without the approval of at least 66 2/3% of the votes of the UNIT OWNERS.

15.6. ASSOCIATION as Agent. The ASSOCIATION is hereby irrevocably appointed agent for each UNIT OWNER and for the holder of a mortgage or other lien upon a UNIT and for each owner of any other interest in the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

15.7. Notice of Possible Inadequate Insurance Coverage. In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the UNIT OWNERS, the ASSOCIATION shall give notice of any excess exposure within a reasonable time to all UNIT OWNERS who may be exposed to the liability and they shall have the right to intervene and defend.

15.8. Inspection of Insurance Policies. A copy of each insurance policy purchased by the ASSOCIATION shall be made available for inspection by any OWNER or INSTITUTIONAL LENDER at reasonable times and upon reasonable notice.

16. Reconstruction or Repair After Casualty.

16.1. Determination to reconstruct or repair. If any part of the CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY is damaged or destroyed by casualty, whether or not the damage will be 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. BUILDINGS Containing UNITS. In the event of damage to or destruction of any BUILDING(S) containing UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION shall arrange for the prompt repair and restoration of the BUILDING(S) including any damaged UNITS contained therein, and the bathroom and kitchen fixtures equivalent in value to that initially installed by the DEVELOPER, but not including improvements having a value in excess of that originally installed by the DEVELOPER, or furniture, furnishings, or other personal property supplied by any UNIT OWNER or tenant of a UNIT OWNER and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, if fifty (50%) percent or more of the UNITS within any BUILDING or within the entire CONDOMINIUM are very substantially damaged or destroyed, then within sixty (60) days after such damage or destruction a special meeting of the UNIT OWNERS shall be called to determine whether the damage or destruction will be repaired and restored, and at such meeting the UNIT OWNERS may elect not to repair and restore the damage in accordance with the following:

16.1.2.1. Election Not to Restore BUILDING(S). If the damage or destruction is only to some, but not all of, the BUILDINGS within the CONDOMINIUM, such damage or destruction shall be repaired and restored unless all of the UNIT OWNERS within the damaged BUILDING(S), all of the INSTITUTIONAL LENDERS holding mortgages on UNITS within the damaged BUILDING(S), 2/3 of the other UNIT OWNERS, and INSTITUTIONAL LENDERS holding mortgages on 2/3 of the other UNITS agree that such BUILDING(S) will not be repaired and restored, and agree to an amendment to the DECLARATION as provided below. If any BUILDING is not to be repaired and restored, then unless the same number of UNIT OWNERS and INSTITUTIONAL LENDERS as is required to determine whether or not the BUILDING will be repaired or restored agree to

the contrary, insurance proceeds payable on account of the damage or destruction shall be paid first to remove the BUILDING which will not be repaired and restored and to make any necessary repairs or restorations to the COMMON ELEMENTS in order for same to be placed in a neat and attractive condition, and the remainder of the insurance proceeds shall be divided among the UNIT OWNERS whose UNITS will not be repaired or restored, in proportion to their respective interests in the COMMON ELEMENTS, provided however that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such funds all liens and encumbrances on his UNIT in the order of priority of same. In connection with the decision as to whether any BUILDING will be repaired and restored, the UNIT OWNERS may vote to impose a special ASSESSMENT against the remaining UNIT OWNERS to provide additional funds for the foregoing purpose. If any BUILDING will not be repaired and restored, as aforesaid, then this DECLARATION shall be amended so that the UNITS that will not be repaired and restored will become COMMON ELEMENTS, and the shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNITS. This shall be done by restating the shares of continuing UNIT OWNERS in the COMMON ELEMENTS pursuant to the formula set forth in Paragraph 8 of this DECLARATION. The amendment shall be executed by all of the UNIT OWNERS and INSTITUTIONAL MORTGAGEES holding a mortgage encumbering any UNITS that will not be repaired or restored, and the amendment shall also be executed by the President of the ASSOCIATION who shall certify that the amendment was approved as aforesaid. Upon the payment of the foregoing amounts and the recording of the foregoing amendment, the UNIT OWNERS and INSTITUTIONAL LENDERS holding mortgages encumbering the UNITS that will not be repaired and restored shall have no further interest in the CONDOMINIUM PROPERTY.

16.1.2.2. Decision to Terminate the CONDOMINIUM. In addition to the above, any damage or destruction shall not be repaired or restored if, at the meeting hereinabove referred to, it is determined at said meeting that the CONDOMINIUM will be terminated, and in the event the CONDOMINIUM is to be terminated, the CONDOMINIUM PROPERTY will not be repaired or restored and the net proceeds of insurance resulting from such damage or destruction shall be divided among all the UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such funds all liens on his UNIT in the order of priority of such liens. The Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.1.3. ASSOCIATION PROPERTY. If the damaged improvement is part of the ASSOCIATION PROPERTY, the damaged property shall be reconstructed or repaired unless two-thirds (2/3) of the members of the ASSOCIATION and all of the INSTITUTIONAL LENDERS holding mortgages on UNITS agree not to repair such property.

16.2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by two-thirds (2/3) of the UNIT OWNERS, and INSTITUTIONAL LENDERS holding mortgages on UNITS which have at least two-thirds (2/3) of the votes of UNITS subject to mortgages of INSTITUTIONAL LENDERS, and if the damaged property is one or more BUILDINGS containing UNITS, by the UNIT OWNERS of all UNITS (and their respective INSTITUTIONAL LENDERS), the plans for which are to be altered, which approval shall not be unreasonably withheld.

16.3. Responsibility. If the damage is only to those parts of a UNIT for which the responsibility of maintenance and repair is that of the UNIT OWNER, the UNIT OWNER shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the ASSOCIATION.

16.4. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the ASSOCIATION has the responsibility of reconstruction and repair, the ASSOCIATION shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or

more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

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 or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, the UNIT OWNERS shall pay any deficiency. For damage to UNITS or other areas or improvements to be maintained by a UNIT OWNER, each affected UNIT OWNER shall pay a portion of the deficiency equal to the proportionate cost of reconstruction and repair of their respective UNITS or the respective areas or improvements to be maintained by them. For damage to COMMON ELEMENTS or ASSOCIATION PROPERTY, each UNIT OWNER's share of the deficiency shall be equal to the UNIT OWNER's share in the COMMON ELEMENTS. Notwithstanding the foregoing, the UNIT OWNERS of this CONDOMINIUM shall not be required to pay more than this CONDOMINIUM's share of the costs of reconstructing or repairing any ASSOCIATION PROPERTY.

16.6. Deductible Provision. The UNIT OWNERS shall be responsible for the payment of any deductible under the ASSOCIATION's casualty insurance policy, in the same manner as the UNIT OWNERS are responsible for the payment of any excess costs of reconstruction and repair as set forth in Paragraph 16.5 above.

16.7. Construction Funds. The funds for payment for 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 the UNIT OWNERS shall be disbursed in payment of such costs in the following manner:

16.7.1. ASSOCIATION. If the total funds collected from the UNIT OWNERS for payment of costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the funds shall be deposited by the ASSOCIATION with the Insurance Trustee. In all other cases, the ASSOCIATION shall hold the funds 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 funds deposited with the Insurance Trustee by the ASSOCIATION from collections from the 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 and order:

16.7.2.1. ASSOCIATION Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is less than Twenty-five Thousand (\$25,000.00) Dollars, 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 an INSTITUTIONAL LENDER 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.

16.7.2.2. ASSOCIATION Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by 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.

16.7.2.3. UNIT OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION; such balance shall next be distributed to owners of damaged UNITS who have responsibility for reconstruction and repair of their UNITS. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged UNIT bears to the total of these costs in all damaged units; provided, however, that no UNIT OWNER shall be paid an amount in excess of the actual costs of reconstruction and repair

for his UNIT. If there is a mortgage upon a UNIT, the distribution shall be paid to the UNIT OWNER and the mortgagee jointly and they may use the proceeds as they may determine.

16.7.2.4. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of amounts 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 shall be deposited by the ASSOCIATION with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the ASSOCIATION or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the amounts paid by UNIT OWNERS. Instead, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed 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, however, 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 any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the ASSOCIATION shall first be obtained by the ASSOCIATION for disbursements in payment of costs of reconstruction and repair.

## 17. Condemnation and Eminent Domain.

17.1. Representation by ASSOCIATION. The ASSOCIATION shall represent the UNIT OWNERS in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning or taking authority for acquisition of the COMMON ELEMENTS or the ASSOCIATION PROPERTY, or any part thereof, and for such purpose each UNIT OWNER appoints the ASSOCIATION as the UNIT OWNER's attorney-in-fact.

17.2. Deposit of Awards with Insurance Trustee. The taking of any CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to UNIT OWNERS, the UNIT OWNERS shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, the defaulting UNIT OWNER shall be liable to the ASSOCIATION for the amount of his award, or the amount of the award shall be set off against the sums hereafter made payable to the UNIT OWNER.

17.3. Determination Whether to Continue CONDOMINIUM. Whether the CONDOMINIUM will be terminated after condemnation or eminent domain proceedings will be determined in the manner provided for termination of the CONDOMINIUM as elsewhere provided, and in the event of any condemnation or eminent domain proceedings, a meeting of the members of the ASSOCIATION shall be called to make such determination within sixty (60) days after the taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings is final.

17.4. Disbursement of Funds. If the CONDOMINIUM is terminated after condemnation or eminent domain proceedings, the proceeds of the awards will be deemed to be CONDOMINIUM PROPERTY and shall be owned and distributed in the manner provided for insurance proceeds if the CONDOMINIUM is terminated after a casualty. If the CONDOMINIUM is not terminated after condemnation or eminent domain proceedings, the size of the CONDOMINIUM will be reduced, the

UNIT OWNERS of condemned or taken UNITS will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

17.5. UNIT Reduced but Tenantable. If the taking reduces the size of a UNIT and the remaining portion of the UNIT can be made tenantable, the award for the taking of a portion of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.5.1. Restoration of UNIT. The UNIT shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the UNIT OWNER of the UNIT.

17.5.2. Distribution of Surplus. The balance of the award, if any, shall be distributed to the UNIT OWNER of the UNIT and to each mortgagee of the UNIT, the remittance being made payable jointly to the UNIT OWNER and mortgagees.

17.6. UNIT Made Untenantable. If the taking is of the entire UNIT or so reduces the size of a UNIT that it cannot be made tenantable, the award for the taking of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.6.1. Payment of Award. The award shall be paid first to all INSTITUTIONAL LENDERS in an amount sufficient to pay off their mortgages due from those UNITS which are not tenantable; and then jointly to the UNIT OWNERS and mortgagees of UNITS not tenantable in an amount equal to the market value of the UNIT immediately prior to the taking and with credit being given for payments previously reserved for INSTITUTIONAL LENDERS; and the balance, if any, to repairing and replacing the COMMON ELEMENTS.

17.6.2. Addition to COMMON ELEMENTS. The shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNIT OWNERS. This shall be done by restating the shares of continuing UNIT OWNERS in the COMMON ELEMENTS as elsewhere provided in this Declaration.

17.6.3. Adjustment of Shares in COMMON ELEMENTS. The shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNIT OWNERS. This shall be done by restating the shares of continuing UNIT OWNERS in the COMMON ELEMENTS as elsewhere provided in this DECLARATION.

17.6.4. ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken UNIT to the UNIT OWNER and to condition the remaining portion of the UNIT for use as a part of the COMMON ELEMENTS, the additional funds required for those purposes shall be raised by ASSESSMENTS against all of the UNIT OWNERS who will continue as owners of UNITS after the changes in the CONDOMINIUM effected by the taking. The ASSESSMENTS shall be made in proportion to the shares of those UNIT OWNERS in the COMMON ELEMENTS after the changes effected by the taking.

17.6.5. Appraisal. If the market value of a UNIT prior to the taking cannot be determined by agreement between the UNIT OWNER and mortgagees of the UNIT and the ASSOCIATION within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal or appraisals shall be a COMMON EXPENSE of the ASSOCIATION.

10.1.2.2. Notice to ASSOCIATION of Proposed Sale or Lease. If any OWNER intends to convey or lease his UNIT, then prior to such conveyance or lease the OWNER shall give the ASSOCIATION written notice of such intention, together with the name and age of all persons who will occupy the UNIT, and such other information concerning the proposed occupants as the ASSOCIATION may reasonably request in order to verify the age of same. Within twenty (20) days after receipt of such notice and information, the ASSOCIATION shall either approve or disapprove the proposed sale or lease. The ASSOCIATION shall approve the proposed transaction so long as the ASSOCIATION is able to verify that the restrictions set forth in the foregoing paragraph will be complied with, unless (a) approving the proposed transaction would lead to an unreasonable risk, in the sole and absolute discretion of the ASSOCIATION, that more than twenty percent (20%) of the UNITS might fail to have as an occupant at least one QUALIFYING SENIOR CITIZEN or (b) the ASSOCIATION is otherwise concerned that the sale or lease might lead to an unreasonable risk, in the sole and absolute discretion of the ASSOCIATION, that the CONDOMINIUM might not qualify for exemption from the familiar status provisions of the Fair Housing Amendments Act of 1988, in which latter cases the ASSOCIATION shall disapprove the proposed sale or lease.

any such repair or replacement shall be in substantial conformity with that originally installed by the DEVELOPER or last approved by the ASSOCIATION. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall install or permit to be installed in his UNIT electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his UNIT or the BUILDING. No UNIT OWNER shall place signs or written material on the windows of his UNIT, or on the exterior of the CONDOMINIUM PROPERTY. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall install any trees, shrubbery flowers, or other landscaping on the exterior of any CONDOMINIUM PROPERTY, and no UNIT OWNER shall remove or alter any such landscaping installed by the ASSOCIATION. UNIT OWNERS may place tasteful patio furniture and plants on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a sightly condition, and the ASSOCIATION shall have the right to require any UNIT OWNER to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the CONDOMINIUM PROPERTY, which the ASSOCIATION deems unsightly or potentially dangerous.

18.3. Pets. Except with the written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, only one cat, or one dog not exceeding 20 pounds at maturity, is permitted in any UNIT. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures. All other pets are prohibited. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents of the CONDOMINIUM. No pet may be kept outside of any UNIT in the absence of any resident of the UNIT. The BYLAWS or the Rules and Regulations of the ASSOCIATION may further provide for reasonable rules and regulations regarding pets.

18.4. Lakes. The use of any Lake or portion thereof contained within the CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY shall be subject to all rules, regulations and restrictions adopted by the BOARD concerning same. In particular, and without limitation, no swimming or boating will be allowed in any such lake unless and except as expressly permitted pursuant to any such rules, regulations and restrictions imposed by the BOARD.

18.5. COMMON ELEMENTS. The COMMON ELEMENTS and ASSOCIATION PROPERTY shall be used only for the purposes for which they are intended.

18.6. Nuisances. No nuisances shall be allowed upon the CONDOMINIUM PROPERTY; and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by its residents shall be permitted. All parts of the CONDOMINIUM 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.

18.7. Lawful Use. No improper, offensive or unlawful use shall be made of the CONDOMINIUM PROPERTY or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the CONDOMINIUM PROPERTY shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned.

18.8. Rules and Regulations. All UNIT OWNERS shall comply with reasonable rules and regulations concerning the use, maintenance, and appearance of, the UNITS and the use of the COMMON ELEMENTS and ASSOCIATION PROPERTY, as may be made and amended from time to time by the ASSOCIATION in the manner provided by the ARTICLES or BYLAWS. Copies of such regulations and amendments thereto shall be furnished by the ASSOCIATION to all UNIT OWNERS and residents of the CONDOMINIUM upon request.

18.9. Proviso. Provided, however, that until the DEVELOPER has completed all of the contemplated improvements and closed the sales of all of the UNITS within this CONDOMINIUM, including the additional phases contemplated by the DEVELOPER as set forth in Paragraph 23 below, neither the



UNIT OWNERS nor the ASSOCIATION shall interfere with the completion of all contemplated improvements and the sale or leasing of all UNITS within the CONDOMINIUM, and the DEVELOPER may make such use of the unsold UNITS and COMMON ELEMENTS as may facilitate such completion and sale or leasing including, but not limited to, maintenance of a sales or leasing office, the showing of the CONDOMINIUM PROPERTY and DEVELOPER-owned UNITS and the display of signs. DEVELOPER shall further have the right to use any UNITS it owns as a construction, sales or leasing office or model in connection with any other property owned by DEVELOPER or any affiliate of DEVELOPER.

19. Special Provisions Regarding INSTITUTIONAL LENDERS.

19.1. Notice of Action. Upon written request to the ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any UNIT, identifying the name and address of the INSTITUTIONAL LENDER, and the applicable UNIT number or address, such INSTITUTIONAL LENDER will be entitled to timely written notice of:

19.1.1. Any condemnation or casualty loss that affects a material portion of the CONDOMINIUM or any UNIT securing the mortgage held, insured or guaranteed by such INSTITUTIONAL LENDER.

19.1.2. Any 60-day delinquency in the payment of ASSESSMENTS, other monies owed to the ASSOCIATION by the UNIT OWNER, or any other default by the UNIT OWNER, of any UNIT securing a mortgage held, insured or guaranteed by the INSTITUTIONAL LENDER.

19.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION.

19.1.4. Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

19.1.5. Any proposed amendment of this DECLARATION, the ARTICLES, or the BYLAWS, which requires the consent of any INSTITUTIONAL LENDERS, or which affects a change in (i) the boundaries of any UNIT or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited COMMON ELEMENTS appertaining to any UNIT with a liability for COMMON EXPENSES appertaining thereto, (iii) the number of votes in the ASSOCIATION appertaining to any UNIT, or (iv) the purposes to which any UNIT or the COMMON ELEMENTS are restricted.

19.1.6. Any proposed termination of the CONDOMINIUM, in whole or in part.

19.2. Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any CONDOMINIUM PARCEL(S) or CONDOMINIUM PROPERTY is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the CONDOMINIUM, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by an officer of the ASSOCIATION, which affidavit, where necessary, may be recorded in the Public Records of the County where the CONDOMINIUM is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

20. Compliance and Non-Monetary Default.

20.1. Enforcement. In the event of a violation by any UNIT OWNER or any tenant of a UNIT OWNER, or any person residing with them, or their guests or invitees (other than the nonpayment of any ASSESSMENT or other monies owed to the ASSOCIATION, which is governed by Paragraph 13 of this DECLARATION) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

20.1.1. Impose a fine against the OWNER or tenant as provided in Paragraph 20.2; and/or

20.1.2. Commence an action to enforce performance on the part of the UNIT OWNER or tenant, and to require the UNIT OWNER to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or

20.1.3. The ASSOCIATION may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the UNIT OWNER with all reasonable costs incurred or to be incurred by the ASSOCIATION in connection therewith, plus a service fee equal to ten (10%) percent of such costs. In connection with the foregoing, the ASSOCIATION may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this DECLARATION, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

20.1.4. Commence an action to recover damages.

20.2. Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed 1/3 of one month's ASSESSMENT for the first offense, 2/3 of one month's ASSESSMENT for a second similar offense, and one month's ASSESSMENT for a third or subsequent similar offense and in any event may not exceed any maximum amount permitted by the CONDOMINIUM ACT. Prior to imposing any fine, the UNIT OWNER or tenant shall be afforded an opportunity for a hearing after reasonable notice to the UNIT OWNER or tenant of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the ASSOCIATION. The UNIT OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the ASSOCIATION. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the BOARD so determines, it may impose such fine as it deems appropriate by written notice to the UNIT OWNER or tenant. If the UNIT OWNER or tenant fails to attend the hearing as set by the BOARD, the UNIT OWNER or tenant shall be deemed to have admitted the allegations contained in the notice to the UNIT OWNER or tenant. Any fine imposed by the BOARD shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the BOARD'S decision at the hearing. If not paid when due all of the provisions of this DECLARATION relating to the late payment of monies owed to the ASSOCIATION shall be applicable except as otherwise provided by the CONDOMINIUM ACT. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided.

20.3. Negligence. A UNIT OWNER shall be liable to the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS.

20.4. Responsibility of UNIT OWNER for Occupants, Tenants, Guests, and Invitees. Each UNIT OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the UNIT OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY, or any liability to the ASSOCIATION, the UNIT OWNER shall be liable to the ASSOCIATION for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, the BYLAWS, or any Rule or Regulation, by any resident of any UNIT, or any guest or invitee of a UNIT OWNER or any resident of a UNIT, shall also be deemed a violation by the UNIT OWNER, and shall subject the UNIT OWNER to the same liability as if such violation was that of the UNIT OWNER.

20.5. Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any person present in any UNIT or any portion of the CONDOMINIUM PROPERTY, other than a UNIT OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the CONDOMINIUM, or shall damage or destroy any COMMON ELEMENTS or ASSOCIATION PROPERTY, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the CONDOMINIUM PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to compel the person to leave the CONDOMINIUM PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable UNIT OWNER who such person was visiting, or with whose permission such person was present on the CONDOMINIUM PROPERTY, and the ASSOCIATION may collect such sum and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the ASSOCIATION, or any rights or remedies the ASSOCIATION may have with respect to similar actions by a UNIT OWNER or a member of his immediate family residing with him in the UNIT. Any eviction of a tenant shall be accomplished in compliance with any applicable provisions of the Florida Landlord and Tenant Act, Florida Statutes, Chapter 83.

20.6. Costs and Attorneys' Fees. In any legal proceedings commenced by the ASSOCIATION to enforce this DECLARATION, the ARTICLES, the BYLAWS, and/or the Rules and Regulations, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

20.7. Enforcement by Other Persons. In addition to the foregoing, any UNIT OWNER shall have the right to commence legal proceedings to enforce this DECLARATION against any person violating or attempting to violate any provisions herein, to restrain such violation or to require compliance with the provisions contained herein, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

20.8. No Waiver of Rights. The failure of the ASSOCIATION or any UNIT OWNER to enforce any covenant, restriction or any other provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

21. Amendment of DECLARATION and Limitations on Amendments to ARTICLES and BYLAWS.

21.1. Amendments to DECLARATION. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this DECLARATION may be amended in the following manner:

21.1.1. By the DEVELOPER. Except for amendments required to be approved by UNIT OWNERS and INSTITUTIONAL LENDERS as set forth below, the DEVELOPER shall have the right to amend this DECLARATION without the consent of the UNIT OWNERS, the ASSOCIATION or its BOARD, so long as the DEVELOPER is entitled to appoint any director of the ASSOCIATION, or owns any UNIT in the CONDOMINIUM or any property which may be added as an additional phase of the CONDOMINIUM as described in Paragraph 23 below. Notwithstanding the foregoing, the DEVELOPER shall not amend this DECLARATION in violation of Florida Statutes, Section 718.403. In addition, in the event it is determined that any phase described in Paragraph 23 of this DECLARATION will not be added to the CONDOMINIUM, DECLARANT shall have the right to execute an amendment to this DECLARATION adding any property to the CONDOMINIUM reasonably necessary to provide the CONDOMINIUM with ingress and egress, parking, or other common areas reasonably required for the CONDOMINIUM, and DECLARANT shall further have the right to amend this DECLARATION to withdraw from the CONDOMINIUM any property which is not required for ingress and egress, parking, or other purposes to serve the CONDOMINIUM, but which will be reasonably necessary to serve the property described in Exhibit "C" of this DECLARATION which was not added as a phase of this CONDOMINIUM, and any such amendment withdrawing any property from the CONDOMINIUM shall have the effect of terminating this CONDOMINIUM with respect to such property, provided however that no such amendment adding any property to or withdrawing any property from this DECLARATION shall be made by DECLARANT which, in DECLARANT's reasonable opinion, would materially and adversely affect the UNIT OWNERS. In connection with any amendment withdrawing any property from the DECLARATION, DECLARANT is authorized to execute a quit claim deed for such property to DECLARANT, or to any other person or entity, and in connection therewith, each UNIT OWNER hereby appoints DECLARANT as his attorney-in-fact to execute any such deed on behalf of such UNIT OWNER. In no event may DECLARANT withdraw any property from this DECLARATION or execute a deed with respect to same upon which any BUILDING or UNIT, or LIMITED COMMON ELEMENT of a UNIT is located, or if the withdrawal would reduce the number of parking spaces for the CONDOMINIUM below the number required by any governmental authority or would materially and adversely affect ingress and egress to the UNITS, unless with respect to any road or parking area DECLARANT substitutes therefor and adds to the CONDOMINIUM or otherwise provides for the CONDOMINIUM parking complying with the requirements of any controlling governmental authority or adequate ingress and egress for the CONDOMINIUM. Any amendment made by the DEVELOPER shall be recorded amongst the public records of the county in which the CONDOMINIUM is located, and any amendment shall be effective when so recorded.

21.1.2. By the UNIT OWNERS.

21.1.2.1. 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.

21.1.2.2. Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the BOARD or by not less than 1/3 of the votes of the UNIT OWNERS. Approval of an amendment must be by not less than 2/3 of the votes of all UNIT OWNERS. UNIT OWNERS not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided such approval is delivered to the Secretary within thirty (30) days after the meeting.

21.1.2.3. Execution and Recording. A copy of each amendment shall be attached to a certificate of the ASSOCIATION certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this DECLARATION and shall be executed by the President and Secretary of the ASSOCIATION with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are

recorded amongst the public records of the county in which the CONDOMINIUM is located.

21.2. Proviso. No amendment shall discriminate against any UNIT OWNER or against any UNIT, or class or group of UNITS, unless the UNIT OWNERS so affected and their respective INSTITUTIONAL LENDERS shall join in the execution of the amendment. Except for an amendment adding a phase contemplated by Paragraph 23 below, no amendment shall change the configuration or size of any UNIT in any material fashion, materially alter or modify the appurtenances to the UNIT, or change the proportion or percentage by which the UNIT OWNER of the UNIT shares the COMMON EXPENSES and owns the COMMON SURPLUS unless the record owner of the UNIT and any INSTITUTIONAL LENDER holding a first mortgage encumbering the UNIT join in the execution of the amendment. No amendment may prejudice or impair the rights, interests or priorities of INSTITUTIONAL LENDERS unless all INSTITUTIONAL LENDERS holding a first mortgage encumbering a UNIT join in the execution of the amendment. Prior to the addition of all phases to this CONDOMINIUM as described in Paragraph 23 of this DECLARATION and the closing of the sale of all UNITS in all phases of the CONDOMINIUM by DEVELOPER, no amendment shall be made without the written joinder of the DEVELOPER. Where any provision of this DECLARATION benefits any other property not within the CONDOMINIUM, no amendment to such provision may be made which would adversely affect the owner of such property without the written consent of such owner or, if such property is submitted to the condominium form of ownership, or is made subject to the jurisdiction of a homeowners or property owners association, without the written consent of the applicable condominium, homeowners or property owners association. The foregoing joinder requirements as to amendments herein specified shall be in addition to other provisions of this DECLARATION relating to amendments to the DECLARATION.

21.3. If any provision of this DECLARATION specifically requires the consent of a certain percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the UNIT OWNERS or INSTITUTIONAL LENDERS.

22. Termination of CONDOMINIUM. The CONDOMINIUM shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided in this DECLARATION, or (ii) such time as withdrawal of the CONDOMINIUM PROPERTY from the provisions of the CONDOMINIUM ACT is authorized by a vote of UNIT OWNERS of at least eighty (80%) percent of the UNITS and COMMON ELEMENTS (DEVELOPER shall not vote the UNITS owned by it for such withdrawal unless the UNIT OWNERS of at least eighty (80%) percent of all other UNITS and COMMON ELEMENTS so elect such withdrawal, at which time DEVELOPER may choose to vote either in favor of or against such withdrawal, as DEVELOPER sees fit) and such withdrawal is consented to in writing by each INSTITUTIONAL LENDER holding a first mortgage encumbering a UNIT in the CONDOMINIUM. In the event such withdrawal is authorized as aforesaid, the CONDOMINIUM PROPERTY shall be subject to an action for partition by any UNIT OWNER or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such net proceeds all liens on his UNIT in the order of their priority. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the county in which the CONDOMINIUM is located. This section may not be amended without the consent of all INSTITUTIONAL LENDERS, and the DEVELOPER, so long as it owns any UNITS. 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 UNIT OWNERS' UNITS prior to the termination.

23. Provisions Regarding Phasing. Pursuant to Florida Statutes, Section 718.403, the DEVELOPER reserves and shall have the right, but not the

obligation, to add phases to the CONDOMINIUM. A description of the phasing is as follows:

23.1. Exhibit "B" of this DECLARATION contains a plot plan showing the approximate location of all existing and proposed BUILDINGS and improvements that may ultimately be contained within the CONDOMINIUM, and contains a legal description of the land on which each phase may be built.

23.2. Each phase which is added to the CONDOMINIUM will contain 8 UNITS, except that Phases 6 and 7 will contain 6 UNITS each. The general size of the UNITS in each phase may range from a minimum of approximately 1,100 to a maximum of approximately 1,800 square feet of air-conditioned living space.

23.3. As, and if, one or more of the additional phases are added to the CONDOMINIUM, each UNIT OWNER's undivided share in the COMMON ELEMENTS, and the corresponding share of expenses and surplus, will be adjusted to reflect the increase in the number of UNITS in the CONDOMINIUM caused by the addition of the phase(s), pursuant to the formula set forth in Paragraph 8 of this DECLARATION.

23.4. The membership vote and ownership in the ASSOCIATION attributable to each UNIT will be one (1) vote per UNIT. Accordingly, in the event any phase is added, the membership in the ASSOCIATION will be increased by the number of additional UNIT OWNERS in the added phase or phases, and each UNIT in the CONDOMINIUM will have one (1) vote. If any phases are not added, then the membership vote in the ASSOCIATION will be one (1) vote per UNIT for each UNIT within the CONDOMINIUM, including any phases which are added to the CONDOMINIUM.

23.5. If one or more phases are not added to the CONDOMINIUM, the UNITS within the CONDOMINIUM are entitled to one hundred (100%) percent ownership of all COMMON ELEMENTS within the phases actually developed and added as part of the CONDOMINIUM. In other words, the aggregate of the existing UNIT OWNERS in the CONDOMINIUM will at all times have one hundred (100%) percent ownership in all of the COMMON ELEMENTS, subject to dilution as to the percentage share of each UNIT OWNER in the event a subsequent phase or phases are actually developed and added as a part of the CONDOMINIUM.

23.6. Each phase will be added to the CONDOMINIUM by an appropriate amendment to this DECLARATION. Notwithstanding the provisions of Section 718.110, Florida Statutes, or any other provision of this DECLARATION, amendments to this DECLARATION adding one (1) or more phases to this CONDOMINIUM shall not require the execution of such amendments or consents thereto by UNIT OWNERS, mortgagees, lienors, or the ASSOCIATION, or any other person or entity, other than the DEVELOPER of such additional phase. Taxes and other assessments relating to the property in any phase added to this CONDOMINIUM, covering any period prior to the addition of such phase, shall be the responsibility of the DEVELOPER. All intended improvements in any phase must be substantially completed prior to the time the phase is added to the CONDOMINIUM.

23.7. A DEVELOPER of any additional phase may be the DEVELOPER of this CONDOMINIUM and/or its nominees, designees, assignees, or successors, in whole or in part, or any person or entity which owns the land constituting the phase when added.

23.8. Phases may be added to the CONDOMINIUM in any sequence.

23.9. No time-share estates will or may be created with respect to UNITS in any phase.

23.10. The time period within which each phase must be added to the CONDOMINIUM, if at all, is the date which is seven (7) years after this DECLARATION is recorded in the Public Records of the County where the CONDOMINIUM is located, and any phase which is not added to the CONDOMINIUM by that date may not thereafter be added.

23.11. The impact which the addition of any phase will have upon the CONDOMINIUM is as follows: (i) the land within the CONDOMINIUM will be increased, (ii) the number of UNITS within the CONDOMINIUM will be increased,

(iii) the COMMON ELEMENTS will be increased, (iv) the ASSOCIATION will be responsible for the repair, maintenance and operation of the COMMON ELEMENTS as increased by the addition of the phase, (v) the ASSOCIATION will incur additional expenses in connection with the maintenance, repair and operation of the CONDOMINIUM as increased by the addition of the phase; however, expenses incurred by the ASSOCIATION in connection with the COMMON ELEMENTS of additional phases will be a COMMON EXPENSE to be assessed against a larger number of UNITS in proportion to their respective shares of the COMMON ELEMENTS, and (vi) the ownership interest in the COMMON ELEMENTS and proportionate share of the COMMON EXPENSES of each UNIT will be reduced pursuant to Paragraph 8 of this DECLARATION.

23.12. The DEVELOPER reserves the right to change the types of BUILDINGS and UNITS which may be added to the Condominium in any phase, and specifically reserves the right within any phase to change the size of the BUILDING and UNITS, the location and configuration of the BUILDING, the exterior elevation of the BUILDING, the design of the BUILDING, the configuration of UNITS within the BUILDING, the BUILDING materials, the number of stories of the BUILDING, and the number of UNITS within the BUILDING. In any event the number of UNITS within a phase which is added to the Condominium may not be increased above or decreased below the maximum and minimum number of UNITS permitted to be built within the phase as specified above, and in no event may the UNITS be smaller or larger than the minimum or maximum square footage specified above. To the extent the Developer modifies the types of BUILDINGS and UNITS within any phase which is added to the Condominium, the Developer may construct BUILDINGS and improvements differently than is shown on the Plot Plan attached as Exhibit "B" of the Declaration, as may be necessary or desirable in connection with the construction of the BUILDINGS and improvements, provided however that any amendment adding any phase shall contain a plot plan showing the actual location of all BUILDINGS and improvements actually constructed within the phase. The Developer further reserves the right to change the location of the roads, parking areas, walkways and other common element improvements, as may be reasonably required to serve the BUILDINGS and UNITS actually constructed within any phase, and to make changes in the legal description of any phase required to accommodate such changes or to comply with applicable governmental requirements such as parking and set-back, or to correct errors, prior to the time the phase is added to the Condominium. In any event, all of the BUILDINGS added to the Condominium will be of comparable quality of construction to the BUILDINGS initially included in the Condominium. For purposes of exercising the rights provided hereunder, two or more phases may be combined into one phase.

23.13. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE DEVELOPER SHALL HAVE NO DUTY, OBLIGATION OR RESPONSIBILITY TO CAUSE ANY PHASE OR ITS IMPROVEMENTS TO BE CONSTRUCTED AND ADDED TO THE CONDOMINIUM, AND NOTHING CONTAINED HEREIN SHALL BE DEEMED A REPRESENTATION OR WARRANTY THAT ANY ADDITIONAL PHASE WILL IN FACT BE ADDED TO THE CONDOMINIUM.

24. Alternate Improvement of Additional Lands. If any portion of the property described in Exhibits "B" and "C" of this DECLARATION is not added as a phase of the CONDOMINIUM, the DEVELOPER, or the owner of such land, shall have the right to develop such land in the DEVELOPER's or owner's sole discretion, and nothing contained herein shall be deemed a representation or warranty that such land will be developed in any particular manner. In this regard, as to any portion of the property shown on the site plan in Exhibit "B" of this DECLARATION which is not added to the CONDOMINIUM, improvements upon such property may be developed in a manner which is substantially different from that shown in the site plan, and if residential units are constructed upon such property, the buildings and units may be substantially different from the BUILDINGS and UNITS within this CONDOMINIUM, and the DEVELOPER shall have no liability in connection therewith. Without limiting the foregoing, the DEVELOPER reserves the following rights with respect to any lands described in Exhibits "B" and "C" of this DECLARATION which are not added to the CONDOMINIUM:

24.1. Other Condominiums Operated By The ASSOCIATION. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof, and may use the ASSOCIATION as the governing entity conducting the affairs of such

separate and distinct condominium(s), which is the same ASSOCIATION that operates this CONDOMINIUM. In this event, the following will apply:

24.1.1. All of the UNIT OWNERS of UNITS in the separate and distinct condominium(s), and in this CONDOMINIUM, will be members of the ASSOCIATION having equal voting rights consisting of one (1) vote per UNIT. All matters of common concern will be voted upon by all of the members, and all matters of concern to only one condominium will be voted upon only by members who are UNIT OWNERS within that condominium.

24.1.2. Separate budgets will be established for each condominium. Items relating to only one condominium will be borne by the members of that condominium, and items relating to all of the condominiums operated by the ASSOCIATION will be borne by all of the members of the ASSOCIATION, unless the BOARD determines that this method is not fair with respect to any expense item, and an alternate method of sharing such expense item is determined.

24.2. Other Condominiums Operated By Other Condominium Associations. The DEVELOPER may construct and develop one or more separate and distinct condominium(s) which consist in whole or in part of the lands, or any portion thereof, and may use as the governing entity operating such separate and distinct condominiums a distinct, independent condominium association, other than the ASSOCIATION.

24.3. Other Types of Residential Dwelling Units. The DEVELOPER may construct and develop residential dwelling units other than condominium units upon the lands, or any portion thereof.

24.4. Developer. For purposes of this paragraph, the term DEVELOPER shall also include any of the successors, nominees, assignees or designees of the DEVELOPER, or any person or entity which owns any portion of such lands.

24.5. Proviso. Nothing contained herein shall be deemed to impose any requirement that the DEVELOPER develop and/or improve all or any portion of the lands described in Exhibit "C," in any particular manner.

24.6. Cost Sharing. If all of the phases are not added to the CONDOMINIUM, and if the land that is not added to the CONDOMINIUM is developed as one or more additional condominiums, it is acknowledged various roads, parking areas, landscaped areas, and other improvements and areas (hereinafter referred to as the COMMON FACILITIES) within the property described in Exhibit "C" may be used in common with and/or will benefit the CONDOMINIUM and the other condominiums developed within the property described in Exhibit "C". Some COMMON FACILITIES may be part of the common elements of a particular condominium or may be association property, and portions of some COMMON FACILITIES may be divided among the condominiums developed within the property described in Exhibit "C". It is acknowledged that it may be difficult or impossible to separately allocate the costs associated with each portion of a particular COMMON FACILITY to the condominium containing such portion, and it may be unfair to do so because the COMMON FACILITY will be used by or benefit other condominiums. Accordingly, the BOARD may determine that the costs associated with any COMMON FACILITY will be shared among all of the condominiums within the property described in Exhibit "C" which use and/or are benefitted by the COMMON FACILITY, without regard to whether a particular COMMON FACILITY is within any condominium. The share of each such condominium shall be equal to the proportion that the number of units in the condominium bears to the total number of units in all of the condominiums which use or are benefitted by the COMMON FACILITY, unless the BOARD determines such allocation is unjust and inappropriate and agrees upon a different method of allocating the expense items for any COMMON FACILITY. If all the condominiums developed within the property described in Exhibit "A" are not operated by the ASSOCIATION, then the BOARD may enter into agreements concerning the sharing of costs relating to all or any COMMON FACILITIES, as the BOARD deems appropriate.

## 25. DECLARATION OF COVENANTS AND RESTRICTIONS FOR ABERDEEN.

25.1. This CONDOMINIUM is subject to the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development (formerly called the Declaration of Covenants and



Restrictions for Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development), recorded in Official Records Book 3970, at Page 573, of the Public Records of Palm Beach County, Florida, and all amendments thereto (the "Master Declaration"). Pursuant to the Master Declaration, Aberdeen Property Owners Association, Inc., a Florida corporation (the "Master Association") has been formed to maintain and operate various common areas. The ASSOCIATION will be required to pay assessments to the Master Association, to defray the expenses of the Master Association, and in the event the ASSOCIATION fails to pay such assessments, which are COMMON EXPENSES of this CONDOMINIUM, the Master Association will have a lien against the UNITS, as provided in the Master Declaration.

25.2. It is acknowledged that pursuant to the Master Declaration, the ASSOCIATION will be entitled to elect a representative to the Board of Directors of the Master Association, who will be entitled to cast a number of votes equal to the number of UNITS within the CONDOMINIUM. Such representative shall be elected at the annual members meeting of the ASSOCIATION, and if not so elected, the representative shall be the President of the ASSOCIATION.

25.3. It is acknowledged that there is a lake within the CONDOMINIUM. The lake shall be maintained by the Master Association, pursuant to the Master Declaration, but the ASSOCIATION shall be responsible for the maintenance of the lake banks, and any special vegetation within the lake or the lake banks.

26. Provisions Regarding Security Gate or Guardhouse. It is acknowledged that DEVELOPER may, but will not be required to, construct a security gate or guardhouse at the entrance into the CONDOMINIUM PROPERTY, and if a guardhouse is constructed same may be staffed by a guard. However, so long as DEVELOPER appoints a majority of the directors of the ASSOCIATION, if the guardhouse is to be staffed by a guard, DEVELOPER shall have the sole right to determine, in its discretion, whether, and during what hours, any guardhouse will be staffed. In any event, DEVELOPER or the ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever, due to the fact that any guardhouse is not staffed by a guard, or due to the failure of any guard or mechanical or electrical security system to prevent or detect any unauthorized entry into the CONDOMINIUM PROPERTY, or any loss or injury resulting therefrom.

27. Miscellaneous Provisions.

27.1. Partial Invalidity. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION, the ARTICLES, BYLAWS, or Rules and Regulations of the ASSOCIATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

27.2. Duration. In the event any court shall hereafter determine that any provisions as originally drafted herein 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 life shall be that of the last surviving original purchaser of a UNIT.

27.3. Notices. All notices required or desired hereunder or under the BYLAWS shall be sent to the ASSOCIATION c/o its office at the CONDOMINIUM or to such other address as the ASSOCIATION may hereafter designate from time to time by notice in writing to all UNIT OWNERS, or the registered agent as designated with the Secretary of State of the State of Florida. All notices to any UNIT OWNERS shall be sent to the CONDOMINIUM address of such UNIT OWNER or such other address as may have been designated by such UNIT OWNER from time to time, in writing, to the ASSOCIATION. All notices to mortgagees of UNITS shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the ASSOCIATION. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the person being notified.

27.4. Signature of President and Secretary. Wherever the signature of the president of the ASSOCIATION is required hereunder, the signature of a vice president may be substituted therefore, and wherever the signature of the secretary of the ASSOCIATION is required hereunder, the signature of an assistant secretary may be substituted therefore, provided, that the same person may not execute any single instrument on behalf of the ASSOCIATION in two separate capacities.

27.5. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this DECLARATION, the Exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

27.6. Waiver. No provisions contained in this DECLARATION shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

27.7. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

27.8. Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

27.9. Assignment of DEVELOPER Rights. Any or all of the rights, privileges, or options herein provided to or reserved by the DEVELOPER may be assigned by the DEVELOPER, in whole or in part, to any person or entity pursuant to an assignment recorded in the public records of the county in which the CONDOMINIUM is located. Any assignee of any of the rights of the DEVELOPER shall not be deemed the DEVELOPER unless such assignee is assigned all of the rights of the DEVELOPER.

27.10. Lawsuits Against DEVELOPER. The ASSOCIATION shall not commence any legal proceedings against DEVELOPER, directly or indirectly, on its behalf or on behalf of the UNIT OWNERS, or spend any monies in connection with any litigation against DECLARANT, without the prior written consent of at least 75% of all of the UNIT OWNERS other than the DEVELOPER.

27.11. Utility Deposits. It is acknowledged that various utility deposits may be required for utility services for the CONDOMINIUM which will be supplied as a COMMON EXPENSE, and in the event DEVELOPER pays for such deposits, DECLARANT shall be entitled to reimbursement from the ASSOCIATION when funds are available for such reimbursement, and until DEVELOPER is reimbursed for any deposits paid by it, DEVELOPER shall be entitled to any refunds of any utility deposits from the appropriate authority holding same, and if any deposit is refunded to the ASSOCIATION same shall promptly be paid to DEVELOPER by the ASSOCIATION upon receipt.

IN WITNESS WHEREOF, the DEVELOPER has caused this DECLARATION to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

SUNBELT PROPERTIES, LTD., an Illinois  
limited partnership

BY: UDC ADVISORY SERVICES, INC., an  
Illinois corporation, General Partner

By: \_\_\_\_\_  
its