

The Harbours at Aberdeen Condominium, Inc.
C/O C.A.M.S. Inc.,
1037 State Road 7 Suite 302
Wellington, FL 33414
Phone 561-738-0061 Fax 561-738-6252

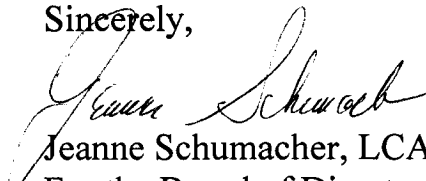
July 2, 2019

Dear Homeowner;

The purpose of this letter is to inform you that changes to the Declaration of Covenants were adopted by the members of the community at a duly called meeting on March 21, 2019.

A copy of the recorded documents is included in this mailing, additionally they are available on the community web site at <https://harbours.nabrnetwork.com/>

Sincerely,


Jeanne Schumacher, LCAM
For the Board of Directors



CFN 20190201766

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Prepared by and Return To:
Jennifer M. Cunha, Esq.
The Law Office of J. M. Cunha, P. A.
601 Heritage Drive, Suite 424
Jupiter, FL 33458

**CERTIFICATE OF RECORDING MERGED
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
THE HARBOURS AT ABERDEEN, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for **The Harbours at Aberdeen, A Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 6101 at Page 1430, as amended from time to time; and

WHEREAS, the Articles of Incorporation and Original Bylaws, for The Harbours at Aberdeen Condominium, Inc., as amended from time to time are attached as an Exhibit thereto; and

WHEREAS, the Original Bylaws for the Harbours at Aberdeen, A Condominium, have been replaced by said Amended and Restated Bylaws of the Harbours at Aberdeen Condominium which have been duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 7768, Page 556; and

WHEREAS, at a duly noticed meeting of the membership held on 4-25-19, the required membership approval was obtained for the Amendment and Restatement to the Declaration; and

WHEREAS, the Association desires to record a Merged, Amended and Restated Declaration of Condominium, representing the entire text of this document and any amendments, without exhibits, as they exist as of the date of this recordation. **THIS MERGED SET OF DOCUMENTS SETS FORTH THE CONTENTS OF THE DOCUMENTS AS THEY EXIST AS OF THIS DATE, INCORPORATING ALL AMENDMENTS THERETO. ALL EXHIBITS ATTACHED TO THE ORIGINAL DECLARATION OF CONDOMINIUM FOR HARBOURS AT ABERDEEN, A CONDOMINIUM, RECORDED JUNE 19, 1989, AT OFFICIAL RECORDS BOOK 6101, PAGE 1430, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA REMAIN AS ATTACHED THERETO AND ARE INCORPORATED BY REFERENCE HEREIN, WITHOUT BEING REATTACHED TO THIS DOCUMENT, UNLESS SPECIFICALLY NOTED.**

NOW, THEREFORE, the undersigned hereby certify that the attached Merged, Amended and Restated Declaration of Condominium is a true and correct copy of the full text of this document, as amended by the membership, as it exists as of this date. The exhibits to the original Declaration of Condominium of Harbours at Aberdeen are not being re-recorded herewith and remain as attached to the original documents, unless specifically noted.

WITNESS my signature hereto this 25 day of April, 2019, at Palm Beach County, Florida.

[Signature]
Witness

MYRON SAUTO
PRINT NAME

[Signature]
Witness

JEANNE SCHUMACHER
PRINT NAME

**THE HARBOURS AT ABERDEEN
CONDOMINIUM, INC.**

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2019 by Anita Kaplan and Wendy Palmer as President and Secretary, respectively, of The Harbours at Aberdeen Condominium, Inc., a Florida non-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

[Signature] (Signature)

Joyce Worcester (Print Name)
Notary Public, State of Florida at Large



JOYCE L. WORCESTER
Commission # GG 163626
Expires December 30, 2021
Bonded Thru Budget Notary Services

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**MERGED, AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
THE HARBOURS AT ABERDEEN, A CONDOMINIUM**

(merged through April, 2019)

RECITALS:

On April 23, 1993, the original Declaration of Condominium of The Harbours at Aberdeen, A Condominium, was recorded in Official Records Book 6101, Page 1430, of the Public Records of Palm Beach County, Florida. This Declaration, with any subsequent amendments, is hereby amended in part and restated in its entirety.

SECTION 1. SUBMISSION TO CONDOMINIUM OWNERSHIP. This Merged, Amended and Restated Declaration of Condominium is made by The Harbours at Aberdeen Condominium, Inc., a Florida corporation not-for-profit. The land described in this Declaration and the improvements located on the land have already been submitted to Condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to Condominium ownership by this Declaration.

SECTION 2. NAME AND ADDRESS. The name of this Condominium is The Harbours at Aberdeen (commonly known as Harbours I Condominium) and its mailing address is: c/o CAMS Association Management, 1037 S. State Rd 7, Ste 302, Wellington, FL 33414 or at such other place as may be subsequently designated by the Board of Directors.

SECTION 3. DEFINITIONS. The following definitions shall apply in this Declaration and in the Articles of corporation and Bylaws, unless the context otherwise requires:

3.1 "Articles" means the Merged, Amended and Restated Articles of Incorporation, as amended from time to time.

3.2 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against all of the Units. Assessments shall be levied against each Owner in a percentage, equal to that Owner's undivided share in the Common Elements and Common Surplus plus each Unit Owner's share of Association Expenses attributable to all Condominiums operated by the Association.

3.3 "Association" means THE HARBOURS AT ABERDEEN CONDOMINIUM, INC. a Florida corporation not for profit, its successors, assigns and legal representatives; being the corporate entity responsible for the operation of the Condominium.

3.4 "Association Certificate" means a certificate of the Association in recordable form signed by any two (2) Officers of the Association.

3.5 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

3.6 "Building and Improvements" means the structures and improvements contained within the Condominium from time to time as herein provided.

3.7 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs and shall have the same meaning as "Board of Administration" in the Condominium Act.

3.8 "Bylaws" mean the Merged, Amended and Restated Bylaws, as amended from time to time.

3.9 "Common Elements" means all portions of the Condominium Property not included within the Units, and all other property declared as Common Elements herein and in the Condominium Act.

3.10 "Common Expenses" means all expenses properly incurred by the Association for the Condominium which shall include, but not be limited to, the following:

- A. Expenses of administration and management of the Condominium Property and of the Association.
- B. Expenses of the maintenance, deferred maintenance, operation, repair or replacement of the Common Elements of this Condominium equal to the undivided share in the Common Elements appurtenant to the Unit Owner's Unit.
- C. This Condominium's share of such expenses declared to be Common Expenses of all Condominiums operated by the Association, 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 (which percentage is currently 76/106 for this Condominium **which is equal to** 1/106 per Unit).
- D. Expenses declared to be Common Expenses by this Declaration, the Articles and/or the Bylaws.
- E. The cost of a master antenna television system or a duly franchised cable television service obtained pursuant to a bulk contract with the Association.
- F. Any valid charge against the Condominium as a whole.
- G. 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.

3.11 "Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

3.12 "Common Surplus" means the excess of all receipts of the Association and/or a particular Condominium, collected on behalf of the Condominium including but not limited to assessments, rents, profits and revenues on account of the Common Elements over and above the amount of Common Expenses.

3.13 "Condominium" means the Condominium which is formed pursuant to this Declaration, commonly known as Harbours I Condominium.

3.14 "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.

3.15 "Condominium Documents" means and includes this Merged, Amended and Restated Declaration and all recorded Exhibits, the Merged, Amended and Restated Articles of Incorporation, the Merged, Amended and Restated Bylaws, and the Association's "Rules and Regulations" as amended from time to time.

3.16 "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.

3.17 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.18 "Condominium Property" means the lands that are subjected to the Condominium Form of Ownership by this Declaration or by any amendment hereto, an all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.19 "County" means the County of Palm Beach, Florida.

3.20 "Declaration" means this Merged, Amended and Restated Declaration, as amended from time to time.

3.21 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

3.22 "Guest" means any person who is not a member of the family occupying a Unit, and who is physically present in, or occupies the Unit by invitation from the Owner or other legally permitted occupant, without requirement to contribute money, perform any service or provide any other consideration to the Owner or lessee in connection with occupancy of the Unit. A permanent occupant of a Unit shall not be considered a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting his lessee in the Unit. Refer to Section 6.5 for instances when an Owner shall be considered a Guest.

3.23 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against a Unit, which mortgagee is a bank, savings and loan Association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Unit which Mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. "Institutional First Mortgagee" means the foregoing but is limited to the holder of a first mortgage.

3.24 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.

3.25 "Licensed Architect" means an architect licensed to practice in the State of Florida.

3.26 "Limited Common Elements" means and refers to those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration.

3.27 "Member" or "Member of the Association" means a record Owner of a Unit.

3.28 "Multicondominium" means a real estate development containing two or more Condominiums, all of which are operated by the same Association.

3.29 "Occupy" shall mean and refer to the act of being physically present in a Unit for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Unit. A "Permanent Occupant" means a person who is occupying a Unit other than as a Guest or for a vacation.

3.30 "Original Declaration" shall mean and refer to the Declaration of Condominium of The Harbours at Aberdeen, A Condominium, as recorded in Official Records Book 6101, Page 1430, Public Records of Palm Beach County, Florida.

3.31 "Owner" or "Unit Owner" means the record Owner or a Condominium Parcel, whether one or more person or entities, but excludes those having such interests merely as security for the performance of an obligation.

3.32 "Plans and Specifications" means the plans and specifications prepared for the Buildings and Improvements.

3.33 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other Institutional Mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

3.34 "Properties" means the Condominium Property (Units, Common Elements and Limited Common Elements) and Association Property.

3.35 "Rules and Regulations" means those Rules and Regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Units, and the operation of the Association.

3.36 "Unit" means and refers to that portion of the Condominium Property which is subject to exclusive ownership and shall mean residential apartments or Condominiums.

3.37 "Voting Interest" means and refers to the voting rights distributed to the Association members pursuant to Florida Statutes 718.104(4)(j) as amended from time to time. In a multicondominium Association, the voting interests of the Association are the voting rights distributed to the Unit Owners in all Condominiums operated by the Association. On matters related to a specific Condominium in a multicondominium Association, the voting interests of the Condominium are the voting rights distributed to the Unit Owners in that Condominium.

SECTION 4. DESCRIPTION OF CONDOMINIUM PROPERTY AND IMPROVEMENTS; SURVEY AND PLANS.

4.1 Multicondominium. The Harbours at Aberdeen, A Condominium is part of a multicondominium Association commonly known as The Harbours at Aberdeen which shall include two separate Condominiums commonly known as The Harbours at Aberdeen Condominium, which contains seventy-six (76) Condominium Units and the Harbours at Aberdeen II Condominium, which contains thirty (30) Condominium Units. The Harbours at Aberdeen Condominium, Inc. a Florida corporation not for profit, its successors, assigns and legal representatives; being the corporate entity responsible for the operation of the Condominiums. The entire Condominium Development, known as The Harbours of Aberdeen, was developed in Phases, pursuant to Florida Statutes Section 718.403, as amended from time to time. The entire Condominium Development contains fifteen (15) multi-family structures containing one-hundred six (106) Condominium Units as more specifically described in the graphic legal descriptions attached to the Original Declaration of The Harbours at Aberdeen, A Condominium, as Exhibits "A-C" in Official Records Book 6101 at Page 1467-1487 and subsequent Amendments to the Original Declaration of The Harbours at Aberdeen, A Condominium, also as Exhibits "A-C" and as more specifically described in the graphic legal descriptions attached to the Original Declaration of the Harbours at Aberdeen II, A Condominium as "Exhibits A-C", in Official Records Book 7677 at Page 1896-1906 and subsequent Amendments to the Original Declaration of The Harbours at Aberdeen II, A Condominium as Exhibits "A-B"; which said Exhibits are hereby incorporated into this Declaration by reference only without being reattached hereto.

4.2 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 to the original Declaration as Exhibit "A", as well as amendments to the original Declaration. That Exhibit "A", and any amendments (collectively referred to as Exhibit "A") are being incorporated into this Declaration by reference only, without being re-attached hereto. Said Exhibit "A", 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.

SUBJECT TO any and all easements, restrictions, reservations or limitations of record.

4.3 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 the Exhibits attached to the Original Declaration and further Amendments as further described in Section 4.2 above. Those Exhibits "A-C", as applicable are being incorporated into this Declaration by reference only without being reattached hereto. 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.

4.4 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:

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

1. Upper Boundaries: The horizontal plane of the undercoat 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.

2. Lower Boundaries: 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.

B. 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.

C. 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.

D. 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.

E. Exceptions and Conflicts: In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit as shown on the surveys referenced in Section 4.2 herein 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 said surveys, and in the event it shall appear that any dimension shown on said surveys is erroneous, 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 said surveys 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 said surveys describing the boundaries of a Unit, the language of this Declaration shall control.

F. Limited Common Elements. The areas depicted as "Limited Common Elements" on Exhibit "A" of the original 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.

SECTION 5. EASEMENTS.

Each of the easements and easement rights referred to in this Section 5, is reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Condominium. None of the easements specified in this Section 5 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements.

5.1 Utility, Service and Drainage 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 to the original Declaration of Condominium of The Harbours at Aberdeen at Official Records Book 6101, Page 1487. This Exhibit "C" is included herein by reference without being re-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" as indicated above, 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" as indicated above, 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 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 of his Unit that interferes with or impairs the utility services using these easements. The Board of 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.

A. In addition to the foregoing, the following shall apply with respect to easements for drainage: There is hereby reserved an easement for drainage from each Unit onto an adjoining Unit and the Common Elements and Association Property. It shall be the responsibility of the Association to ensure that the drainage flow from the Common Elements and Association Property, remains open and free. There shall also exist an easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Units and the Condominium Property.

5.2 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 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.

5.3 Association Easements. The Condominium Association shall have the irrevocable right of access into any Unit during reasonable hours when necessary to make emergency repairs and, after notice to the Owner, do other work necessary for the proper maintenance, repair, or replacement of any Common Elements.

5.4 Support of Adjacent Structures. 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.

5.5 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 Ingress and Egress. 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.

5.7 Paved Roads. 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", attached to the original Declaration, 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 said Exhibit "C". If the paved roads within the Condominium, when combined with other roads providing ingress and egress to the property described on said surveys 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 interferences to the extent reasonably possible with the use and enjoyment of the Property by the residents of the Condominium.

5.8 Additional Easements. The Association on behalf of all Unit Owners shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements and 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 Unit Owners or in favor of any person, entity, public or quasi-public authority or utility company, as the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion therefor, 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 this 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 the Association as their attorney-in-fact for the foregoing purposes.

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

SECTION 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Condominium Parcels. The Owner of each Unit shall own that undivided share in the Common Elements, Limited Common Elements, and the Common Surplus as is set forth in 6.2A below.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium Property, including without limitation the following:

A. Each Unit shall have an undivided share in the Common Elements as an appurtenance to the Unit, which undivided share shall be equal to 1/76.

B. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Merged, Amended and Restated Bylaws and the Merged, Amended and Restated Articles of Incorporation of the Association.

C. The exclusive right to use the Limited Common Elements reserved for the Unit, and the right to use the Common Elements.

D. Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitute a "Condominium Parcel".

6.3 Common Expense and Common Surplus.

A. 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 in Section 6.2A above. In addition, 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, which share shall be 1/106 per Unit or as reasonably determined by the Board.

B. Any Common Surplus of the Association shall be owned by each Unit Owner in the same proportion as his liability for Common Expenses. In a multicondominium Association, the total common surplus owned by a Unit Owner consists of that Owner's share of the common surplus of the Association plus that Owner's share of the common surplus of the Condominium in which the Owner's Unit is located. Notwithstanding the foregoing, Unit Owners shall only have an interest in the Common Surplus of the Association attributable to this Condominium and no other Condominiums operated by the Association.

6.4 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Properties in accordance with the purposes for which they are intended, but no use of the Unit or the Properties may unreasonably interfere with the rights of other Owners of other persons having rights to use the Properties. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Properties, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

6.5 Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, a tenant shall have all use rights to Association Property and Common Elements otherwise readily available for use generally by Owners, and the Owners shall not have such rights except as a Guest. Nothing in this Section 6.5 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Board of Directors of the Association shall have the right to adopt Rules and Regulations to prohibit dual usage by an Owner and a tenant of the Association Property and Common Elements otherwise readily available for use generally by Owners.

SECTION 7. COMMON ELEMENTS.

7.1 Common Elements Defined. The Common Elements are defined in Section 3.9 above.

7.2 Restraint Upon Separation and Partition of Common Elements. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit; whether or not separately described. No action shall lie for partition of the Common Elements.

7.3 Automobile Parking Areas. All other parking areas, not inclusive of the driveways of each Unit, as specified in Section 8.1A below, shall be for the general use of the Unit Owners and residents of the Condominium, and their guests and invitees. The Board of Directors of the Association may promulgate reasonable Rules and Regulations regarding the use of Common Element parking spaces from time to time.

7.4 Entranceways. Entranceways have been designated as Common Elements pursuant to Exhibit "A" as attached to the original Declaration.

SECTION 8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain Common Elements have been designated as Limited Common Elements, as depicted on Exhibit "A" attached to the original Declaration. 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 the projection of the side boundaries of the Unit, shall be deemed a Limited Common Element of the Unit. The following Common Elements are hereby designated as Limited Common Elements:

A. Automobile Parking Spaces and Driveways. The Common Elements include parking areas for automobiles of Unit Owners and residents of the Condominium, their guests and invitees. The driveway of each Unit shall be a Limited Common Element of the Unit, 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. 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.

B. Balconies and Terraces. Any balcony or terrace shall be a Limited Common Element of the Unit so served. Balconies and terraces are further depicted on Exhibit "A" attached to the original Declaration.

C. Heating and Air Conditioning Units and Certain Electrical and Plumbing Lines, Fixtures and Outlets. The air conditioning/heating unit, including the handling equipment, compressor, dryer vents, and all appurtenances and lines wherever situated and the concrete pad underneath serving each Unit shall

be a Limited Common Element of the Unit served thereby. Also, any electrical and plumbing lines, fixtures and outlets located in the Common Elements but which serve only one Unit shall be a Limited Common Element of the Unit served thereby.

8.2 Exclusive Use: Transfer Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use to each Limited Common Element passes with title to the Unit(s), whether or not separately described, and cannot be separated from it/them.

SECTION 9. ASSOCIATION. The operation of the Condominium is by THE HARBOURS AT ABERDEEN CONDOMINIUM, INC., a Florida corporation not for profit, which shall perform its functions pursuant to the Declaration of Condominium and the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Merged, Amended and Restated Articles of Incorporation, as amended from time to time.

9.2 Bylaws. The Bylaws of the Association shall be the Merged, Amended and Restated Bylaws, as amended from time to time.

9.3 Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and Bylaws. The Owners of each Unit shall collectively be entitled to that vote as more fully provided in the Articles of Incorporation and Bylaws.

9.4 Limitation on Liability; Use Fee.

A. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any Rules or Regulations of the Condominium Association or any other document governing or binding the Condominium Association (collectively, the "Association Documents"), the Condominium Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Owner, occupant or user of any portion of the Condominium Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(1) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Condominium Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof.

(2) The Condominium Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County, and/or any other jurisdiction or the prevention of tortious activities; and

(3) The provisions of the Condominium Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Condominium Association to protect or further the health, safety or welfare of any person(s) even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest

or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Condominium Association arising from or connected with any matter for which the liability of the Condominium Association has been disclaimed hereby. As used herein, "Condominium Association" shall include within its meaning all of Condominium Association's Directors, Officers, Committee and Board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

9.5 Purchase, Conveyance Leasing and Mortgaging of Real Property. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and convey same upon the prior vote of a majority of the entire voting interests of the Owners. The authority of the Association to purchase Units is as set forth in the Articles of Incorporation. The Association shall be permitted to lease real property with the approval of the Board of Directors, who may delegate their approval authority to the President or any designated Officer for this purpose. The Association may mortgage real property only as permitted by Section 3.2 of the Articles of Incorporation, which section is for this purpose incorporated herein by reference.

9.6 Use Fee. The Board of Directors shall be permitted to charge reasonable use fee(s) for use of Common Elements.

9.7 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. However, the Association and its Officers shall retain at all times the power 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 thirty (30) days written notice.

9.8 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 a majority of the votes of the Unit Owners.

SECTION 10. ASSESSMENTS, CHARGES AND LIENS. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both annual assessments for each Unit's proportionate share of the Common Expenses as set forth in the annual budget, and special assessments for any proper Common Expenses as set forth in Section 10.3 below. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for Common Expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents.

10.1 Common Expenses. Common Expenses include all expenses of the operation, maintenance, deferred maintenance, repair, replacement or protection of the Condominium and Common Elements, the expenses of operating the Association, Common Expenses attributable to all Condominium operated by the Association as further defined in Section 10.2 herein, assessments payable to the Master Association, fines levied by governmental authority, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve

accounts. Common Expenses may include the cost of telecommunication services as approved by the Board and exterminating in the exterior Common Elements. Common Expenses shall also include entertainment, social and recreational activities for the benefit of the Association members; provided, however, that in order for the Association to expend in excess of that budgeted for the year, the Board of Directors must obtain the approval of not less than two-thirds (2/3) of the voting interests of those members present and voting in person and by proxy at a members' meeting.

10.2 Share of Common Expenses. Each Unit Owner will be responsible for a proportionate share of the Common Expense of the Condominium, equal to the undivided share in the Common Elements appurtenant to the Unit Owner's Unit as determined herein as well as an equal share of 1/106 for all Common Expenses relating to all of the Condominiums operated by the Association. Separate budgets shall be established for each Condominium operated by the Association. 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. 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", as attached to the original Declaration may be used in common with and/or will benefit Harbours II Condominium. Some Common Elements 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. 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 Condominiums operated by the Association which use and/or are benefitted by the Common Facility, without regard to whether a particular Common Facility is within any Condominium. Common Expense items to be shared by all Unit Owners in both Harbours I and Harbours II shall include all costs of insurance, landscaping, lawn maintenance, maintenance and repair of any common areas utilized by both Condominiums, pavement repair and maintenance, utilities, cable services, management fees, legal fees, administrative expenses, social costs and entertainment provided to the members, security, and any other Common Expenses as determined by the Board. The method of allocating the expenses relating to one or more Condominiums shall be set forth upon the various budgets, and the above provisions relating to the adoption of budgets by the Board, the mailing of copies to the members, and the necessity of membership approval shall apply to each such budget.

10.3 Special Assessments. 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. In any event, all Special Assessments must be approved by a majority vote of the Board of Directors. Any such Special Assessments shall not require the approval of the Unit Owners, so long as the Assessments are made for items which are not anticipated to be incurred on a regular or annual basis or are for betterments to the Condominium Property or to any property owned by the Association. The specific purpose or purposes of special Assessments 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.

10.4 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the

Common Surplus, except as otherwise provided in the Condominium Documents or by law.

10.5 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 10.9.A below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. Nothing in this Section 10.5 shall be deemed to reduce, forgive or abate any assessments due to the Association from an Owner at the time of his death, nor the assessments attributable to the Unit coming due after the Owner's death, all of which shall be fully due and payable as if the Owner had not died.

10.6 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Element, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the Common Elements or Association Property for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the Common Expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided by e Condominium Act.

10.7 Application of Payments Failure to Pay Interest Late Fees. Assessments and installments thereon paid on or before the date due shall not bear interest, but all Sums not so paid within ten (10) days shall bear interest at the greater of 18% or the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act from time to time. (Currently, the maximum is the greater of \$25.00 or five (5%) percent of the late payments), Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

10.8 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees so long as not prohibited by the Condominium Act at the particular time, and including interest and paralegal and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. Any Claim of Lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The Claim of Lien is effective from and has those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The Claim of Lien secures all unpaid assessments, applicable late fees, interest, cost and attorneys' fees coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien; Liability of Mortgagees and Other Lienholders; Leases.

A. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien foreclosure shall be as provided in the Condominium Act, except that all fines, and other sums owed under the account shall additionally be counted as "assessments" and subject to payment by purchasers at judicial auction.

B. Leases. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

10.10 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including Court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the Claim of Lien unless prohibited by the Condominium Act from time to time. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to the appointment of a Receiver, which may be the Association, to collect the rent. Such Receiver shall be appointed pursuant to a Court Order in the foreclosure action. If some person other than the Association acts as Receiver, then the cost of the Receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgagee foreclosure action. In the event that assessments levied against any Owner or any installments thereof shall remain unpaid for thirty (30) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the Association to be paid out of Association surplus and, in the event said surplus is exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent Owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

10.11 Charges.

A. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. Charges for necessary repairs which, after statutory notice to the Owner, are unrepaired, shall be counted as assessments and subject to lien and foreclosure.

B. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner, and for Charges due for prior Owners. Multiple Owners are jointly and severally liable.

C. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five (5%) percent of the late payment or at the maximum amount allowed by law as amended from time to time. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and Attorney' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

D. Collection of a Charge. The Association may bring an action to recover a money judgment or a foreclosure for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorney's fees.

E. Suspension of Use Rights and Voting Rights. If a Unit Owner is more than \$1,000 and 90 days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association

shall suspend the right of the Unit Owner or the Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association property until the fee, fine, or other monetary obligation is paid in full. In addition, the Association may suspend the voting rights of a Unit or member due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than \$1,000 and 90 days' delinquent as further outlined in the Bylaws. Proof of such obligation must be provided to the Unit Owner or member 30 days before such suspension takes effect. All suspensions imposed pursuant to this Section must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery. A voting interest or consent right allocated to a Unit or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the Declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association.

10.12 Certificate as To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid within ten (10) business days after receiving a written or electronic request by an Owner, an Owner's designee, mortgagee or a Unit mortgagee's designee. Any person other than the Owner who relies upon such certificate shall be protected thereby. The estoppel certificate must contain all of the information and shall be in a format as provided by Florida Statutes §718.116(8), as amended from time to time. Notwithstanding any limitation on transfer fees contained in s. 718.112(2)(i), an Association or its authorized agent may charge a reasonable fee for the preparation and delivery of an estoppel certificate in such maximum amounts as provided by Florida Statutes, as amended from time to time.

SECTION 11. MAINTENANCE, REPAIR AND REPLACEMENT; MAINTENANCE STANDARDS: ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the Properties, and maintenance standards shall be as follows:

11.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be protected, maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

A. Common Elements and Unimproved Property. All Common Elements and Limited Common Elements except for portions to be maintained by Unit Owners as hereinafter provided. 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.

B. Limited Common Elements. All exterior surfaces of such Limited Common Elements (exclusive of screens, sliding glass doors and windows), other than that which is referred to in Section 11.2 below to be the responsibility of the individual Owner or Owners. The Association shall be responsible for maintenance and/or repair of terrace or balcony floor concrete but will not be responsible for maintenance, repair or replacement of any Limited Common Element that a Unit Owner has made improvements to, including but not limited to, tiling or carpet over the concrete floor of a terrace or balcony.

C. Utility/Plumbing. 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.

D. Building Walls. All exterior and structural building walls, whether inside or outside of a Unit. The Association shall be responsible for painting and pressure cleaning of exterior building walls including exterior balcony and terrace walls and exterior garage doors on an as needed basis which will be determined from time to time by the Board. This section shall not preclude the maintenance responsibilities of the Unit Owner under Section 11.2B below.

E. Association Property. Only this Condominium's share of the expenses associated with the Association Property shall be a Common Expense of this Condominium.

F. Exterminating. The Association shall be responsible to provide pest control to the Common Elements. In the event that in order for the Association to discharge its duty under this Section 11.1.F, a building must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and occupants shall be responsible to remove themselves, their pets and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order require compliance with this Section 11.1.F.

G. Incidental Damage. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

11.2 Unit Owner Maintenance. Each Owner is responsible, at his own expense, for the maintenance, repair, and replacement of the following Properties:

A. Units. All Portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary to the extent that and when the Board does not elect for the Association to perform service and maintenance as provided for in Section 11.1 above. All Unit Owners are responsible for the maintenance, repair, replacement and care of the Garage Door appurtenant to each Unit except for periodic exterior painting by the Association as determined by the Board from time to time.

B. Specified Limited Common Elements. The Owner(s) of the Unit(s) to which Limited Common Elements are appurtenant shall be responsible to maintain, repair and replace the following portions of Limited Common Elements:

1. As to Screened or Enclosed Terraces or Balconies: The maintenance, care, cleaning, preservation and painting of the exterior building walls inside the terrace or balcony appurtenant to each Unit is the responsibility of the Unit Owner except for periodic exterior painting and pressure washing by the Association as determined by the Board from time to time. All paint colors must first be approved by the Board and must match the exterior wall paint color. Maintenance, Repair and Replacement of all windows, screens and enclosures of each terrace or balcony are the responsibility of the Unit Owner.

2. As to Windows, Screens, Screen Frames, Hurricane Shutters and Doors:

(a) Maintenance, repair and replacement of the hurricane shutters or other hurricane protection is the responsibility of the Unit Owners. The Owner(s) of the Unit(s) shall be responsible for the

replacement of all glass within the walls bounding the Units, including all windows, fixed or otherwise, glass and the stationary and sliding glass doors, frames, frame tracks, casings and operating mechanisms, and the replacement of all the stationary and sliding glass doors and entry and exit doors in the walls bounding the Units. Said Owner(s) shall be responsible for the maintenance, repair and replacement of all screens and screen frames in the walls bounding the Units.

(b) Impact Glass.

Each Unit within the Condominium may install impact resistant glass on all exterior windows and all stationary and sliding glass doors. Such impact resistant glass shall be governed by the following provisions:

(i) All impact resistant glass installed by Unit Owners on windows and stationary and sliding glass doors shall be made with impact resistant glass which meets or exceeds the standards of the most current version of the building code and shall be consistent with such guidelines and specifications as may be required by the Board of Directors from time to time and must be approved before installation.

(ii) The windows, stationary and sliding glass doors and all related components, including the frames, frame tracks and casings shall be deemed a Limited Common Element of the Unit.

3. Heating and Air Conditioning Units and Certain Electrical and Plumbing Lines, Fixtures and Outlets. The obligation to maintain and repair any air conditioning and heating equipment, plumbing or electrical feeds, dryer vents, fixtures, or other items of property which service one particular Unit (to the exclusion of other Units) shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units.

4. Entranceways. All entranceways are to be maintained by the Association as a Common Expense unless a Unit Owner modifies the plantings as originally provided by the Association. In that case the Unit Owner shall be wholly responsible for maintenance, trimming, watering and replacement of all plantings in the entranceway entry area at their own expense.

5. Personal Property and Interior of Unit. 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.

6. Exterior Improvements. Any improvements constructed or located within that portion of the rear of the Unit that is a Limited Common Element and any landscaping therein, other than standard landscaping located in the rear of all of the Units.

C. Miscellaneous Covenants and Understandings of Each Owner.

1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure a high-quality condition and appearance and/or if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).

2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11 including but not limited to damage whether intentional or unintentional caused by water heaters, toilets, plugged air conditioner drain lines, etc. In addition, each Unit Owner shall be liable for any damage to the Common Elements, Limited Common Elements, or any other Unit, caused by the Unit Owner or any resident or guest of his Unit, or caused by fire, leaking water, or other cause emanating from the Unit Owner's Unit or Limited Common Elements, to the extent the cost of repairing any such damage is not covered by insurance.

3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties, for which the Association is responsible to maintain, repair and replace under this Declaration. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the Common Elements or any other portion of the Properties for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected or damage might be caused to such Properties.

4. Each Owner is responsible for the expense of all decorating within his own Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating.

11.3 Abandonment of Unit and Emergency Repairs by Association. The Association may enter abandoned Units in accordance with Florida Statute, as same may be amended from time to time, and may secure the premises and make necessary repairs. Furthermore, 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 time and with reasonable advanced 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.

11.4 Maintenance Standards for Owners and Residents. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure a first class and high-quality appearance of the Condominium at all times. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure such first class and high-quality appearance. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration, all of which must be approved by the Association pursuant to Section 11.5 below prior to said Owner making any additions, alterations, or repairs:

A. Windows and Glass Doors. Broken or cracked glass shall be immediately re-paned for safety concerns as well as cosmetic reasons.

B. Screens and Screen Frames. Torn, cut or otherwise damaged screening and damaged screen frames shall be replaced with new materials as reasonably soon as possible after the damage occurs. Screen frames shall remain freshly painted at all times.

C. Painted Surfaces. Painted surfaces that show fading, peeling or blistered paint must be repainted so as to ensure a high-quality appearance. Surfaces that are painted or stained shall be kept free of stains and discolorations of any kind.

D. Hurricane Shutters. Hurricane shutters shall be fully operative at all times and shall not appear worn, broken or inoperative.

E. Garage Doors. Garage doors must be freshly painted (paint colors approved by the Board) and fully operative at all times and shall not appear worn, broken, dented or inoperative.

11.5 Alterations and Improvements by the Owners.

A Unit Owner shall not make any addition, alteration, improvement or landscaping in or to the Common Elements, the Association Property, his Unit or Limited Common Element without the prior written consent of the Board of Directors. Further, no Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, without the prior written consent of the Board of Directors. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration, improvement or landscaping within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor or subcontractor to perform the work and requiring the Unit Owner to obtain insurance naming the Association as additional insureds containing such limits, deductibles, terms and conditions as are determined by the Board in its sole discretion. The proposed additions, alterations and improvements by the Unit Owners 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 Condominium Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Condominium Association shall have the right to enter into a Unit at reasonable times upon reasonable advance notice in order to prevent damage to the other Units and/or to the Common Elements. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Condominium Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Condominium Association or this Declaration. The Condominium Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Condominium Association. Neither the Condominium Association nor any of its Officers, Directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Condominium Association arising out of the Condominium Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Condominium Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Condominium Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages,

expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Condominium Association hereunder.

A. Removal of Interior Partition Wall. If any Owner desires to remove any interior partition wall, same shall be permitted so long as the removal would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein. Said removal must first be approved by the Association pursuant to Section 11.5 above prior to any work being commenced. However, if a permit from the municipality or other governmental entity is required, the Owner shall provide a copy of same to the Association prior to the start of the work; it is understood that the Association is not liable for an Owner's non-compliance with the Permit(s) or any building codes.

B. Architectural Standards. The following constitute architectural standards for the Condominium applicable to the Owners and residents. **THE FOLLOWING ARE THE ONLY PERMITTED ALTERATIONS AND IMPROVEMENTS AS REFERRED TO IN SECTION 11.4.A ABOVE, WHICH UNLESS OTHERWISE STATED, MUST RECEIVE THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS:**

1. Balcony/Porch. If any Building consists of two or more stories and contains Unit located on top of other Units, no permanent enclosure of any screened-in-terrace 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.

2. Shutters. Installation of all hurricane shutters must be approved by the Board of Directors and shall be limited to those shutters which meet the minimum standards of all applicable building codes for hurricane protection, which type may be promulgated by the Board from time to time. At no time shall unapproved temporary or plywood shutters be installed on the exterior of the buildings.

3. Windows. At no time shall aluminum foil be permitted on the inside or outside of the windows. Impact glass may be installed with approval of the Board pursuant to Section 11.2 (B)(2)(b).

4. Screens. Screens outside of windows and doors shall be permitted so long as they are of the style and color of those prevailing in the Condominium on the Effective Date of this Declaration.

5. Security System. Each Owner shall have the right to have his Unit connected to an external security system and to allow the placement of cables, equipment and all adjunctive mechanical, electrical and/or electronic devices within the boundaries of the Unit shall be reasonably necessary to provide such service to the Unit. However, such installation shall not be installed outside the Unit and shall not interfere with others' use of the Condominium Property. Further, no exterior cameras may be installed without the approval of the Board of Directors.

6. Antennae and Satellite Dishes. No antennae or satellite dishes, even temporary installations, shall be permitted without Board approval unless otherwise permitted by law as changed from time to time. The Board shall have the right to promulgate reasonable Rules and Regulations regarding energy efficiency, solar panels, antennae and satellite dishes.

11.6 Alterations and improvements by the Association. Subject to the provisions of Sections 16 and 17 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the Common Elements and Association Property which are approved by the Board of Directors. However, if the alteration or improvement is "material", then the alteration or improvement must be ratified by an affirmative vote of not less than a majority of the Board and by not less

than a majority of the voting interests of the membership of the Association present, in person or by proxy, at a meeting of the Association at which a quorum is present. The term "material" as used in this Section 11.6 means the following: To palpably or perceptively vary or change the form, shape, elements or specifications of a component from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

SECTION 12. USE RESTRICTIONS. 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. The use of the Properties shall be in accordance with the following provisions as long as the Condominium exists:

12.1 Occupancy of Units. Each Unit shall be used as a single-family residence only and no more than two (2) persons per bedroom shall be allowed to permanently reside in any one Unit. The use of a portion of a Unit as an office by an Owner or his tenant shall be allowed if such use does not create regular customer, client or employee traffic. Each Owner or Lessee, as applicable, shall notify the Association of any periods of time during which the Unit becomes unoccupied. As used only in this section, the term, "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit, for a period in excess of thirty (30) days.

12.2 Occupancy of Units Pursuant to the Fair Housing Act. The Fair Housing Amendments act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. However, the Fair Housing Act provides that a community is exempt from this prohibition if (a) at least eighty percent (80%) of the Units are occupied by at least one (1) person fifty-five (55) years of age or older per Unit; and (b) the community has published and adheres to policies and procedures which demonstrate an intent by the Owner or manager to provide housing for persons fifty-five (55) years of age or older (hereinafter collectively referred to as the "Requirements for Exemption"). For so long as such provisions of the Fair Housing Act are in effect, the Association intends that The Harbours at Aberdeen Condominium will be a community which falls within this exemption to the Fair Housing Act (the "Exemption") and may therefore prohibit families with children nineteen (19) years of age or younger from residing in The Harbours at Aberdeen Condominium. Therefore, for so long as such provisions of the Fair Housing Act are in effect, except as hereinafter provided, (i) at least one occupant in each Unit in The Harbours at Aberdeen Condominium must be at least fifty-five (55) years of age or older, except as hereinafter set forth; and (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

12.3 Board Discretion. The requirements for exemption contemplate that up to twenty percent (20%) of the Units may be occupied by persons all of whom are under the age of fifty-five (55) without loss of exemption. Accordingly, the Board, upon application by an Owner, tenant, Purchaser or proposed lessee, shall have absolute discretion to allow a Unit to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board shall determine, which criteria shall include, by way of example and not of limitation, information then known to the Board concerning potential or pending changes in occupancy of other Units in the Harbours at Aberdeen, if any, due to known adverse medical conditions or domestic relations and the ages of any likely remaining occupants of such Units; other known prospective changes in occupancy of Units for whatever reasons; proximity to age fifty-five (55) of those occupants of other Units in the Harbours at Aberdeen then under such age; and any other information known to and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of the Units becoming occupied only by persons under the age of fifty-five (55). However, for so long as the age

provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including but not limited to, insuring that not more than twenty percent (20%) of the Units in The Harbours at Aberdeen are occupied only by individuals under the age of fifty-five (55).

12.4 Board Responsibility. It shall be the responsibility of the Board to monitor the percentage of Units with occupants all of whom are under the age of fifty-five (55) to ensure that the Board does not permit more than twenty percent (20%) of the Units in the Harbours at Aberdeen Condominium to be occupied only by persons under the age of fifty-five (55). The Board shall have the right to promulgate Rules and Regulations necessary to comply with the Requirements for Exemption so that the provisions of subparagraph 12.6 hereof limiting the number of days that children nineteen (19) years of age or younger may stay in a Unit are enforceable. The Board shall also be responsible for complying with the provisions of Section 760.29 (e), Florida Statutes, regarding registration of the Harbours at Aberdeen Condominium with the Florida Commission on Human Relations and submitting a letter to said commission regarding The Harbours at Aberdeen's compliance with said Section 760.29, Florida Statutes, as amended.

12.5 Owner Responsibility. No Owner may lease or sell his Unit unless at least one of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, and such Owner shall submit an age-verification form to the Association prior to the effective date of such occupancy which sets forth the ages of the intended occupants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in subsequent paragraphs hereof, but not if more than twenty (20%) percent of the Units will not have at least one (1) occupant fifty-five (55) years of age or older. In the event there is a change in the occupants of the Unit (e.g. a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Association of said change in writing.

12.6 Children. As long as the Harbours at Aberdeen Condominium falls within the Exemption, no children nineteen (19) years of age or younger shall be permitted to reside in any of the Units, except for a period of time not to exceed a total of ninety (90) days per calendar year. In addition, children will be allowed to play only in those areas of Harbours at Aberdeen Condominium designated from time to time by the Association. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that, although it is the intent of the Association that Harbours at Aberdeen Condominium falls within the Exemption so that persons nineteen (19) years of age or younger will be prohibited from residing within Harbours at Aberdeen Condominium, no representations or warranty is given that Harbours at Aberdeen Condominium will comply with the Exemption, and in the event for any reason it is determined that Harbours at Aberdeen does not fall within the Exemption, and therefore it is unlawful to discriminate against families with children nineteen (19) years of age or younger, the Association shall have no liability in connection therewith.

12.7 Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

12.8 Pets-Limitation on Prohibition. Except with the written permission 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. No structure shall be constructed or maintained for the care, housing or confinement of any pet. No pet owner shall allow pet excrement to be left on any portion of the Property. The person walking the pet or the Owner shall clean up all matter created by the pet. The Owner of a pet shall immediately remove the same. All dogs shall be walked on a leash. No dog shall be permitted outside a Unit unless such dog is kept on a leash. No pet or animal shall be "tied out" on the exterior of a Dwelling Unit or in the Common Areas or left unattended in a yard and invisible fences are absolutely prohibited. Each Owner shall be responsible for the activities of its pet. 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. All Owners shall abide by any and all promulgated Rules and Regulations pertaining to Pets as determined by the Board from time to time. The Board Reserves the right, in its sole discretion, to determine that a pet is, or has been, disturbing in any way the residents or their guests, so as to constitute a nuisance. Pets determined by the Board to be a nuisance must be immediately removed from the Condominium upon written notice from the Board. Pursuant to all applicable Federal and State laws, an Owner or resident may make a request to the Association for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a Unit, provided that the requesting Owner or resident submits documentation from a qualified health professional that demonstrates sufficient connection between how the identified disability of the Owner/residents impairs a major life activity, and the specific manner in which the animal will allow the Owner/resident an equal opportunity to use and enjoy his or her Unit and assist in treating the disability. An Owner/resident desiring to maintain an emotional support/service animal must obtain application materials from the Board (if available), and must obtain the approval of the Board prior to bringing the animal to the Condominium. From time to time, the Board may adopt Rules and Regulations regarding pets.

12.9 Vehicles.

A. In order to maintain the high standards of the properties with respect to residential appearance, the following vehicles ARE PERMITTED to be parked in or around the properties of The Harbours at Aberdeen Condominium, Inc.:

1. Passenger automobiles equipped with original automobile manufacturer's factory design passenger bodies and station wagons.

2. Passenger vans, including mini-vans, that are not a commercial vehicle as defined below; which contains windows on the rear of a vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating; and are no longer than 220 inches in length (bumper to bumper) and no wider than 80 inches, not including mirrors.

3. Residential SUV and crossover passenger vehicles used by the Owner as their primary mode of transportation and no wider than 80 inches, not including mirrors.

B. In order to maintain the high standards of the properties, the following vehicles ARE STRICTLY PROHIBITED from being parked or stored in or around the Common Elements of The Harbours at Aberdeen Condominium, Inc. unless totally enclosed in a garage and not visible from the outside.

1. All vehicles including pickup trucks and/or vans longer than 220 inches in length (bumper to bumper) and wider than 80 inches;

2. All residential and commercial pickup trucks, inclusive of those designed and used primarily for residential use only;

3. Motorcycles or other two-wheeled motorized vehicles;

4. Mopeds and other self-powered bicycle; and

5. Commercial vehicles, (including automobile, vans trucks, etc. used for commercial purposes) conversion van and enclosed vans. A vehicle with a covered sign or logo shall still be considered

to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of “commercial vehicle” even without the sign or logo.

6. Vehicles are prohibited from displaying any commercial signage.

7. The following prohibited vehicles include: agriculture vehicles; dune buggies; swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis or tractor trailers; buses; limousines; travel trailers; commercial vehicles are defined above in this document; motorcycle delivery wagons; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached to the truck chassis; motor homes or motor houses; boat and boat trailers; motor vehicles that are eyesores, including and not limited to motor vehicles not having any bodies whatsoever, or incomplete bodies or PODS; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of a vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires.

C. The following additional regulations apply:

1. All motor vehicles driven by or parked on Association grounds by Owners and renters must be approved and registered by the Board of Directors.

2. Golf carts may only be stored totally enclosed within the garage and may only be driven by licensed drivers on paved roads as permitted by law.

3. No motor vehicles, including moving vans, shall be parked at any time on the grass/swales within Association grounds (except for landscaping equipment at the direction of the Board of Directors).

4. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

5. No repairs (including changing of oil) of a vehicle shall be made on Association grounds except for minor repairs necessary to permit removal of a vehicle.

6. Use of water hoses or water outlets to fill water tanks such as pressure cleaners, etc., by residents and non-Association residents is strictly prohibited.

7. Any violations of the above will be subject to tow by the Harbours at Aberdeen Board of Directors or designated representatives without further notice to the vehicle owner and at vehicle owner's expense.

The Board of Directors shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions therein contained. The Board of Directors may grant exception to the above restrictions for fair housing purposes and for vehicles which are parked or stored on a temporary basis only between the hours of 7am and 7pm. The Board of Directors may make reasonable Rules and Regulations to vehicles restrictions from time to time.

D. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense.

In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for himself/ herself as the owner of the vehicle for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs and Charges, which shall be collectible by the Association as Charges are collected under this Declaration.

E. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 12.9 by Injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.9.

12.10 Nuisances, Ordinances and Laws. No Owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding properties. The Board shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. No Unit Owner/resident shall play (or permit to be played, in his Unit or in the Limited Common Elements or Common Elements) any musical instrument, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. No vocal or instrumental practice is permitted during the hours from 11:00 p.m. through 9:00 a.m. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Condominium Property. There shall no display or discharge of firearms permitted within the Condominium Property.

12.11 No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning, ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Notwithstanding the foregoing, and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the Condominium Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section.

No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes.

12.12 Lighting. The use and nature of all exterior lights and exterior electrical outlets must be first approved in writing by the Condominium Association. No exterior holiday lights are permitted.

12.13 Use of Terraces, Patios and Balconies.

A. Unit Owners may place tasteful outdoor furniture and plants on their terraces, patios and balconies but shall keep same neat and in a tasteful condition, and the Board shall have the right to require

any Unit Owner to remove any personal property placed on any terrace, patio or balcony or otherwise on the exterior of the Condominium Property, which the Association or Board deems unsightly or potentially dangerous.

B. Beginning with a hurricane watch and ending when the storm danger is passed all movable objects shall be cleared from terraces, patios and balconies and other exterior portions of the Condominium Unit, as permitted. Furthermore, Owners and occupants must remove all furniture, movable objects from terraces, and balconies prior to their leaving for the season or for any extended period. Any Owner who fails to abide by the foregoing shall entitle the Association to enter upon the terrace or balcony and remove same, whereupon the Association shall levy a Charge against the Owner concerned, which Charge shall be collectible as Charge are collected under this Declaration.

C. No laundry, bathing suits, towels, carpets or other items shall be hung or displayed on or from any terrace, patio or balcony.

12.14 Use and Care of Commonly Used Areas.

A. Public passage ways and stairways shall not be obstructed nor used for any purpose other than for ingress to or egress from Units and Common Elements and Association property. Shopping carts, baby carriages, scooters or similar vehicles shall not be placed in or allowed to stand in public areas within the Common Elements and Association property. Clothing items, umbrellas, umbrella stands, clothes racks, toys, furniture, works of art and any other item of personal property shall not be placed in the walkways or in front of service doors or in any other commonly used areas in the Condominium.

B. No garbage or trash containers, supplies, milk containers or other articles shall be placed in passage ways, walkways or stairways.

C. The Board shall have the authority to promulgate reasonable rules regarding the use of barbeques from time to time.

12.15 Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Unit (interior or exterior) such that they may be viewed from the Common Elements, Limited Common Elements or other Units. Exceptions: The following shall not violate this Section 12.15:

A. Official notice of the Association.

12.16 No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Units. Provisos. Notwithstanding the foregoing to the contrary:

A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall still be prohibited.

B. The practice of leasing Units shall not be considered as a business activity under this Section 12.16.

C. The business of operating the Association shall not be considered as business activity under this Section 12.16.

12.17 Trash and Garbage. No trash shall be discarded on any part of the Condominium Property except into a designated container for trash. The kitchen disposal unit is to be used for all food waste that

can be crushed or grounded. All garbage and rubbish (excluding glass bottles, newspapers) must be securely tied in plastic bags. Aluminum and other recyclables, including glass shall be rinsed and then placed in receptacles made available by the Association and shall not be placed into the trash receptacles. Bulk trash shall never be allowed to remain in any of the public areas of the Condominium. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

12.18 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 waterbody unless and except as expressly permitted pursuant to any such rules, regulations and restrictions imposed by the Board.

12.19 Use of Units in Absence of the Owner or Occupant; Guest Use.

A. The only Guests which may occupy a Unit in the absence of the Owner are Related Guests; no other Guests may do so. The term "occupy" in this Section 12.19 means use of the Unit for any duration. A "Related Guest" is a Guest who is related to the host as parents, grandparents, children, grandchildren, parents in law, brothers and sisters, and in each case the spouse of such relative. No such Related Guest shall occupy a Unit unless first approved by the Board of Directors as provided for in this Declaration. Guests may not remain on the premises for more than 14 consecutive days or 30 cumulative days in a year without the express approval of the Board, who shall have the right to screen said guests as though they were tenants, and who shall further have the right to deny Guests.

B. The term "absence" of the host shall mean where the host is not present overnight along with the Guest or person in question.

12.20 No Solicitation. No business solicitation whatsoever is permitted in the Condominium, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Association. This shall not preclude an Owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the Owner.

12.21 Exterior Alterations. Except with the written consent of the Association as elsewhere provided herein, no Unit Owner shall cause or permit his terrace, balcony, garden area or patio to be enclosed, to be increased in size, the configuration thereof altered, or awning installed thereon, or on the exterior of any Building.

SECTION 13. LEASING OF UNITS. An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving the approval of the Association as provided for in this Section 13. Reference to "leasing" in this Section 13 shall also include rental. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in Section 13 as a "Transfer".

13.1 Procedures.

A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of

approval. The Board of Directors may obtain a criminal background check and credit check on prospective lessees and has the power to promulgate new Rules and Regulations regarding tenant screening standards from time to time. All applications will require that proof of age of each applicant be included.

B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

In addition to the foregoing, the Condominium Association may require that all Owners wishing to lease their Unit deposit with the Association One-Thousand Dollars (\$1,000) or at maximum an amount equal to one month's rent, as security, which the Condominium Association will deposit in an escrow account. Payment of interest, if any, claims against such deposits, refunds and disputes relating to the security deposit shall be governed by Part II of Chapter 83, Florida Statutes. The aforesaid amount shall be decided by the Board of Directors from time to time.

C. Disapproval. A proposed Transfer shall be disapproved only if a majority of the whole Board so votes, and in such case the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

1. The Owner delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
2. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
3. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
4. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association.
5. The prospective lessee or other intended occupants have been arrested and/or charged with a crime but only in accordance with current HUD standards and law;
6. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
7. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association;
8. The prospective lessee or other intended occupants are not fifty-five (55) years of age or older or have not provided proof of age with the application or upon request.
9. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or

10. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

11. The intended lessee(s) has a mid-range credit score under 600.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

E. Unapproved Transfers. Any Transfer which is not approved, or which disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 13 be violated.

F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Section 13. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 13; in the amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term. The Association shall perform annual background checks on all tenants over the age of 18 at the time of renewal.

13.2 Limitation on Lessee. Leasing shall be limited to a natural or natural persons in his/their individual capacity/capacities only, such that no Unit shall be leased to a corporation, partnership, trust, trustee or commercial organization.

13.3 Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

A. The lessee and all occupants shall abide by all provisions of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time.

B. The parties recognize that the Association, as agents for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time.

13.4 Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit and the use of Airbnb and other similar types of transient rental services are strictly prohibited. The intention is that only entire Units may be rented, and Units may not be sublet.

13.5 Minimum Length of Ownership Required. Notwithstanding anything in the Declaration of Covenants, Conditions and Restrictions, the Association's Bylaws, Articles of Incorporation and Rules and

Regulations to the contrary, no Unit may be leased by an Owner prior to twenty-four (24) months from the date of obtaining ownership of the Unit by such Owner. In all other instances, leasing shall be permitted in accordance with the other provisions of this Declaration only upon the expiration of said twenty-four (24) months of ownership, which for the purposes of this provision shall consist of twenty-four (24) consecutive months of record title ownership. Any Owners that owns a Unit as of the effective date of this amendment and any institutional first mortgagee that holds a mortgage on a Unit as of the effective date of the amendment shall be deemed to have satisfied the twenty-four (24) month ownership. The Board shall have the sole discretion to waive this leasing restriction prior to the expiration of the twenty-four (24) month ownership period in cases resulting in undue hardship to the Owner. Such waiver shall not constitute a waiver of any rights against the Owner thereafter or against any other Owner.

13.6 Association's Limit on Rental Units. The Association sets the maximum number of Rentals permitted at any point in time to be twenty percent (20%) of the Condos in the Association as a whole.

A. Acquired Rights. Because of circumstances due to preexisting factors, the following provisions are adopted:

i. If the number of Rentals is greater than 20%, at the time these provisions are adopted, then the Rental Limit will be set at the number of Rentals at the time these provisions are adopted until the number of current Rentals is reduced to 20% or less, at which time the maximum number of Rentals will be fixed at 20% or less. However, no new Rentals will be permitted until the number of rentals drops below 20%.

ii. No new Rentals will be allowed unless the number of Rentals falls below 20%. A waiting list shall be established pursuant to Rules and Regulations adopted by the Board of Directors

iii. All current tenants must be pre-approved through the Board and/or Committee at the time of lease renewal subject to the provisions in this Declaration.

B. Conditions Applicable to the Acquired Rights: At the time these provisions are adopted, Owners leasing Units at the time of adoption shall be known as Current Landlords and must submit a copy of the current Lease to the Association no later than thirty (30) days after the date of adoption.

13.7 Frequency of Leasing. No Unit may be subject to more than one (1) lease in any twelve (12) month period and may not be for a term of less than three (3) months. If a Tenant who has signed a lease, defaults on the lease or abandons the Unit before the expiration of the lease term, the Board shall have the right to allow the Owner to find a replacement Tenant at the Board's discretion. However, if the Replacement Tenant defaults or abandons the Unit, or if the term of the replacement Lease expires before the expiration of twelve (12) months after the date of the original lease, the Owner may not replace the Replacement Tenant until the twelve (12) month period has expired.

13.8 Renters Access to Association Records. A renter of a Unit has a right to inspect and copy the Association's Bylaws and Rules and Regulations. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying.

SECTION 14. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following

provisions so long as the Condominium exists which provisions each Owner of a Unit agrees to observe.

14.1 Forms of Ownership.

A. General. Each Condominium parcel together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium documents.

B. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

C. Ownership by Corporations, Business-Names Partnerships or by Trusts. A Unit may be owned by a corporation, business-named partnership or by a trust (the foregoing hereinafter collectively referred to as the "Entity") if approved in the manner provided for under Section 14.2 of this Declaration. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of the Entity under this Section 14.2 shall be conditioned upon designation by Entity, of one natural person to be the Primary Occupant, which Primary Occupant and other intended occupants shall also be subject to approval along with the Entity. All references to Owner or member in the Condominium Documents and Rules and Regulations as to use and occupancy of and voting and other membership rights with respect to the Unit owned by the Entity, shall mean and refer to the Primary Occupant; this shall not, however, relieve the Entity of any of its responsibilities and obligations under the Condominium Documents or Rules and Regulations. The foregoing provisions place personal responsibility and liability upon the Primary Occupant; such personal responsibility and liability exists notwithstanding any provision contained to the contrary in the Articles of Incorporation or Bylaws of the corporate Owner, contained in any partnership agreement of the partnership, or in the trust agreement with respect to the trust as Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by the Entity subject to the provisions of Section 14.2 of this Declaration.

14.2 Transfer of Ownership of Units. In the event of re-sale of said Unit, prior written approval of the Board of Directors shall be required.

A. Transfers Subject to this Section 14.2

1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors,

2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.

3. Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (1) or (2), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of

Directors) under the procedures outlined in Section 14.2.B below.

The foregoing is sometimes referred to in this Section 14 as a "Transfer".

B. Procedures.

1. Notice to Association.

(a) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give the Board of Directors or its designee written notice of such intention to sell such Condominium Parcel. Said notice shall contain a copy of the sales contract and the name and address of the prospective purchaser. The Board of Directors, within thirty (30) days after receiving such notice, shall either consent or disapprove, with good cause, the transaction specified in said notice. The Board may require the personal appearance of any purchaser(s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval. The Board of Directors may run a criminal background and/or credit check on prospective purchaser or donees and has the power to promulgate new Rules and Regulations regarding sales and transfers from time to time.

(b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrumental evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

(c) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchase, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for the Association disapproval.

2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval to the transferee.

3. Disapproval.

(a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

(i) The person seeking approval or intended occupants have been convicted of a crime within the past seven (7) years, or, if they have been incarcerated, in the last seven years since release from jail but only in accordance with current HUD guidelines and law;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts;

(iii) The application for approval on its face indicates that the person seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner

inconsistent with the covenants and restriction applicable to the Condominium and/or the Rules and Regulations of the Association;

(iv) The person seeking approval or intended occupants have a history or disruptive behavior or disregard for the rights or property of others;

(v) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or Rules and Regulations of the Association, by his conduct in this Condominium as tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or

(vi) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or provided false information during the application process.

(vii) The person seeking approval or other intended occupants are not fifty-five (55) years of age or older or have not provided proof of age with the application or upon request.

14.3 General Provisions.

A. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belonging(s) by injunctive relief or by other means provided in this Declaration should this Section 14 be violated.

B. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchaser or new Owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, new Owners and occupants within the time limits extended to the Association for that purpose as set forth in this Section 14. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

C. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 14; in an amount not to exceed the maximum allowed by applicable law from time to time.

D. Limitations on Ownership: No person shall own, in whole or in part, more than two (2) Units. The term "person" shall mean and refer to ownership individually or by an entity in which the person has any interest. In addition, no person or entity may purchase more than two (2) Units by using a "straw" purchaser to circumvent the intentions of this paragraph. Any owner or Owners who own more than two (2) Units as of the effective date of this amendment shall have acquired rights but may not purchase any other Units until which point in time they own less than two (2) Units and are in compliance with this provision.

E. Certain Exceptions. This Section shall not require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Notwithstanding the foregoing, any purchaser who

acquires title pursuant to this Section shall not have any occupancy or use rights unless approved by the Association pursuant to the provisions of this Section 14.

1. Proviso. This Section 14.3.E shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the Condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 14.2 above.

SECTION 15. INSURANCE. In order to adequately protect the Condominium Property and Association Property required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions.

15.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, and by the insurance guidelines as published from time to time by FNMA, the Association may self-insure. All insurance policies must be written by an insurance company authorized to do business in Florida. The Association hereby elects to operate the Condominiums as a single Condominium for purposes of insurance matters, including, but not limited to, the purchase of the property insurance required by this Section and the apportionment of deductibles and damages in excess of coverage.

15.2 Required Coverage.

A. Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract. The foregoing shall include flood insurance if reasonably commercially available and as the Association deems desirable or which may be required by law. Adequate property insurance must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months.

B. Liability. Premises and operations liability for bodily injury and property 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 Association Property or this Declaration and its exhibits, in such limits of protection and with such coverage as required by the Board of Directors of 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 Owners as a group, to an Owner.

C. Workers' Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

D. Statutory Fidelity Bond. 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 the

maximum funds that will be in the custody of the Association or its management agent at any one time or (ii) the minimum amount required by the Condominium Act, whichever is greater. 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.

E. Directors and Officers Liability Insurance. To the extent available, the Association shall purchase insurance to protect the persons referred to in Article VII of the Articles of Incorporation.

15.3 Exclusions from Required Coverage. Notwithstanding any provision to the contrary in Section 15.2 above or in any other provision of this Declaration, the Association’s insurance coverage shall exclude all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Such property and any insurance thereupon is the responsibility of the Unit Owner.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interests of the Association and the Owners, such as, where applicable, contractual and all-written contract insurance, employers’ liability insurance, and comprehensive automobile liability insurance.

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon written request.

15.6 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 if applicable.

15.7 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful and wanton disregard for life or property.

15.8 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 and liability insurance (including Director’s and Officer’s 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.

15.9 Insurance Proceeds. All insurance policies purchased solely by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse them in trust for the purposes stated in this Declaration and for the benefit of the Owners and their respective mortgagees in the following shares:

A. Common Elements and/or Association Property. Proceeds on account of damage to Common Elements and/or Association Property shall be held in as many undivided shares as there are Units, the shares of each Owner being the same as his share in the Common Elements.

B. Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the actual damages paid by the insurance company for each Unit.

C. Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit(s), except as otherwise provided in this Sections 15 or Section 16 below. No mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

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

A. Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs.

1. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being paid jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee. This remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

B. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided in this Declaration 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 and made payable jointly to the Owners and their mortgagees. This is a covenant for the benefit any mortgagee of a Unit and may be enforced by the mortgagee. This remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that if has the right to require application of the insurance proceeds to the payment of its mortgage debt. Furthermore, in no event may any hazard insurance proceeds for losses to any Condominium Property be used for other than expenses of the repair, replacement or reconstruction of such Condominium Property or Association Property, without the approval of at least 2/3 of the votes of the Unit Owners.

15.11 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Properties.

15.12 Personal Property and Liability. It is mandatory that all Owners have insurance upon their personal property and for their personal liability and living expenses and for any other risks not otherwise insured by the Association in accordance with this Section 15. The Owners may at their option purchase insurance for Properties which are also insured by the Association under this Section 15. Insurance

purchased by the Owners under this Section 15.12 shall be so purchased at their own expense.

15.13 Unit Owner Responsibility. A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds, inclusive of all deductibles, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules of the Association by a Unit Owner, the members of his or her family, Unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer. Examples of negligence may include, but are not limited to, fire, leaking water from water heaters or a/c Units, or other cause emanating from the Unit Owner's Unit or Limited Common Elements. He shall also be responsible for the costs of repairing or replacing other portions of the Condominium Property, personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure. To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this paragraph is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation. The Association is not obligated to pay for reconstruction or repairs of property losses as a common expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed. The cost of any such reconstruction work undertaken by the Association is chargeable to the Unit Owner and enforceable as an assessment and may be collected in the manner provided for the collection of assessments.

15.14 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.

SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Properties is damaged by casualty, whether and how same shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds on account of the loss or damage, less the deductible, shall be distributed to the Owner(s) of the damaged Unit(s) as provided for in Section 15.7 above, and to the Owner(s)' mortgagees, being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee. The remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Owner(s) of the damaged Unit(s) shall thereupon be responsible for reconstruction and repair with the prior written consent of the Board of administration. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner must obtain all required governmental permits and approvals before commencing reconstruction.

16.2 Damage to Common Elements and Association Property - Less than "Very Substantial". Where loss or damage occurs to the Common Elements, Limited Common Elements and/or Association Property, but the loss is less than "very substantial" as defined in Section 16.3 below, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by loss, and the following procedures shall apply:

A. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration and shall negotiate and contract for repair and reconstruction.

B. If the proceeds of insurance and available Reserves are insufficient to pay the cost of repair and reconstruction of the Common Elements and/or Association Property, the Association shall promptly, upon determination of the deficiency, either utilize existing available funds of the Association; or if necessary or desirable, levy special assessment against all Owners for the deficiency. Notwithstanding any other provision in this Declaration to the contrary, such special assessment need not be approved by the Owners. The special assessment shall be added to the funds available for repair and restoration of the property.

C. If the Association has not voted to consolidate insurance under Section 15.1 herein, the provisions of this Section shall only apply to the damaged Common Elements and/or Limited Common Elements within the specific Condominium(s).

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean:

A. With respect to the entire Condominium, that two-thirds (2/3) or more of the Condominium Units are or have been rendered untenable by casualty loss or damage; and/or

B. If two-thirds (2/3) or more of all Condominium Units are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and discrete Condominium Building within the Property, that three-fourths (3/4) or more of the Condominium Units in such discrete and separate Buildings are or have been rendered untenable by such casualty loss or damage.

16.4 Determination Whether to Reconstruct - Entire Condominium. Should "very substantial" damage occur as defined in Section 16.3.A above, then:

A. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

B. A membership meeting shall be called by the Board of Directors to be held not later than ninety (90) days after the Board has obtained the estimates referred to in Section 16.4.A above and has then accurate and current mailing addresses for at least 95% of all Owners, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

1. The Condominium shall be restored or repaired unless ninety percent (90%) of the voting interests of the membership shall vote for termination, In the event the total estimated cost of construction or repairs necessary to construct the intended improvements or restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of the Units in the Condominium after completion of the construction or repairs; or it becomes impossible to operate or reconstruct a Condominium to its prior physical configuration because of land use laws or regulations,, in either of which cases the Condominium shall be terminated.

2. If the insurance proceeds and Reserves available for restoration and repair are not sufficient to cover the costs thereof so that a special assessment will be required, then unless the Condominium is terminated pursuant to the provisions of Section 16.4.B.1 above, the Association., through its Board of Directors, without the need for the membership approval, shall levy such assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The special assessment shall be added to the funds available for repair and restoration of the property.

3. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Owners.

4. If the Association has not voted to consolidate insurance under Section 15.1 herein, the provisions of this Section shall only apply to the damaged Common Elements and/or Limited Common Elements within the specific Condominium(s).

16.5 Special Additional Provisions Regarding Condominium Buildings Damaged by Casualty.

A. All Insurance proceeds reasonably attributable to the damage or destruction to each Building shall be first used for the reconstruction and repair of the particular Building.

B. Should "very substantial" damage occur as defined in Section 16.3.B above, then:

1. The Board of Directors shall promptly obtain reliable and detailed estimates of the costs of repair and restoration of the particular Building.

2. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates referred to in Section 16.5.B.1 above and has then accurate and current mailing addresses for at least 95% of all Owners in that particular Condominium, to determine the opinion with reference to termination of the Condominium regime as to the separate building, subject to the following:

(a) The Condominium shall be restored or repaired unless ninety percent (90%) of the voting interests of all members of the Condominium shall vote for termination of the Condominium regime as to the separate Building, or unless the then applicable zoning or other regulator laws will not allow reconstruction of the same number and general type of Units, in either of which cases the Condominium regime shall be terminated as to the particular Building only.

(b) If the insurance proceeds and Reserves available for restoration and repair are not sufficient to cover the costs thereof so that a special assessment will be required, then unless the Condominium regime is terminated as to the particular Building only, the Association, through its Board of Directors, without the need for membership approval, shall levy such assessment and shall proceed to negotiate and contract for the necessary repairs and restoration. The special assessment shall be added to the funds available for repair and restoration of the Building property.

16.6 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from the insurance proceeds. If there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Owners, except as otherwise provided in Section 15 or 16 of this Declaration.

16.7 Equitable Relief. In the event of damage to the Common Elements which renders any Unit untenantable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the untenantable Unit may petition a Court for equitable relief which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within four (4) months following the expiration of the ninety (90) day periods referred to in

Sections 16.4.B and 16.5.B.2 above and the work completed within twelve (12) months thereafter.

16.8 Plans and Specifications. Any reconstruction or repairs must be made substantially in accordance with the Plans and Specifications for the original Building and improvements; or otherwise according to different plans and specifications approved by the Board of Directors, if the Board obtains the vote of not less than three-fourths (3/4) of the voting interests of the membership.

16.9 Termination. In the event of termination of the Condominium regime as to a particular Building or with respect to the entire Condominium, the provisions of Section 18 below shall apply.

SECTION 17. CONDEMNATION OR EMINENT DOMAIN.

17.1 Deposit of Awards with Association. The taking of all or any part of the Properties by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the charge shall be collected as provided for in this Declaration.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

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

C. Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced

in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, 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:

A. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

B. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Owners in a manner approved by the Board of Directors.

C. 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 Owners. This shall be done by restating the shares of continuing Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

D. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the 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 special assessment against all Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

E. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Owner, the first mortgagee, if any, and the Association shall each appoint one qualified appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any Court or competent jurisdiction. Each party shall bear the cost of his own appraiser.

17.7 Taking of Common Elements and Association Property. Awards for the taking of Common Elements and Association Property shall be used to make the remaining portion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

17.8 Amendment of Declaration. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of Common Expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment must be approved by a majority vote of all Directors. The consents of the Owners or lien holders is not required for any such amendment.

17.9 Priority-Conflict. In the event of any conflict between Section 16 and this Section 17, the

provisions of this Section 17 shall control and govern.

SECTION 18. TERMINATION.

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

18.1 Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners of Units in the Condominium and by all record owners of mortgages. However, the Condominium regime may not be terminated as to any particular Building by agreement.

18.2 Very Substantial Damage. If the Condominium, as a result of casualty, suffers very substantial damage as defined in Section 16 of this Declaration, or Section 17.2 applies and it is not decided as provided in those sections that the Condominium will be reconstructed or repaired, the Condominium form of ownership of the property in this Condominium will terminate without agreement. In the event that it is determined under Sections 16.5 and/or 17.2 above that a particular Condominium Building shall not be reconstructed, the Condominium regime shall be terminated as to the particular Condominium Building without agreement.

18.3 General Provisions; Termination Shares. Upon termination, the former Owners shall become the Owners, as tenants in common, of all Condominium and Association Property and the assets of the Association. The mortgagee or lienor of an Owner, shall have a mortgage or lien solely and exclusively upon the Termination Share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of the County.

18.4 New Condominium. The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.5 Sale; Partition.

A. Very Substantial Damage. Except as may be provided otherwise in Section 18.5.B below, following termination, the former Condominium Property and the Association Property may be partitioned and sold upon the application of any Owner. If following a termination, at least seventy-five percent (75%) of the voting interests determine to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale, shall be discontinued by all parties.

B. By Agreement (Other Than For Very Substantial Damage). If the proposed termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by seventy-five (75%) percent of the voting interests of all members of the Association, and by all Institutional Mortgagees, then the Association and the approving Owners, if they desire, shall have an option to purchase all of the Units of the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised the approvals shall be irrevocable. During this option period, and up through the date of closing on the option, no actions for partition shall lie. The option shall be exercised upon the following terms.

1. Exercise of Option. An agreement to purchase executed by the Association and/or the record Owners of the Units who will participate in the purchase, shall be delivered by personal delivery or mailed by certified or registered mail, to each of the record Owners of the Units to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which Units will be purchased by each participating Owner and/or the Association and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between the seller and his purchaser.

2. Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement and, in the absence of agreement as to price, it shall be determined by appraisers appointed by a Judge of the Circuit Court in and for the County, on the petition of the seller. The expense of appraisal shall be paid by the purchaser.

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

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

18.6 Last Board. The members of the last Board of Directors shall continue to have the powers granted in the Condominium Documents for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

18.7 Provisions Survive Termination. The provisions of this Section 18 shall be deemed covenants running with the land and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

SECTION 19. COMPLIANCE AND DEFAULT; REMEDIES.

19.1 Duty to Comply, Right to Sue.

A. Each Owner, each tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Acts, the Condominium Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association, by an Owner or by a tenant or other invitee occupying a Unit against:

1. The Association;
2. An Owner;
3. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
4. Any tenant leasing a Unit, and any other invitee occupying a Unit.

B. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a Court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.

C. The Association shall also have any other remedies provided for in the Condominium

Documents and Law.

D. The mandatory non-binding arbitration procedures of F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules, shall be followed and shall apply so long as they exist and apply.

19.2 Association Notice to Correct. In the event that any Owner shall fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 11 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 11 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Owner and residents; or should any Owner violate Section 11 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

A. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.

B. Provisos. Notwithstanding any provision to the contrary in this Section 19.2, the following shall apply:

1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction, in which case the Board shall provide statutory notice, and the cost for repair shall be an Assessment, which may be subject to lien and foreclosure.

2. The thirty (30) day notice shall not apply to Section 19.3 below.

19.3 Negligence; Damage Caused by Condition in Unit; Owner Non-Compliance. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of Common Elements, Limited Common Elements and Association Property made necessary by his act, inaction or negligence, or by that of any member of his family or his guests, employees, agents, or lessees. If any condition, defect or malfunction existing in a Unit or other portions of the Properties for which the Owner has maintenance, repair or replacement responsibility under this Declaration, whether caused by the Owner's negligence or otherwise, shall cause damage to the Properties, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, including all real and personal property, for all costs of repair or replacement not paid by insurance.

The Condominium Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, to enforce its Collateral Assignment of Rents and to charge the Owner for the sums necessary to do whatever Association work is required to put the Owner or Unit in compliance, provided, however, that nothing contained in this section shall authorize the Condominium Association to enter a Unit to enforce compliance, unless the Unit has been abandoned, as defined by Florida Statutes.

If the Association effects correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

19.4 Association's Access onto the Properties. The Association, by and through the Board of Directors, Officers, or the agents or employees of the Association, has an irrevocable right of access onto the Properties including the Units:

A. For the purposes of protection, maintenance, repair and replacement of those Properties for which the Association is responsible to protect, maintain, repair and replace.

B. For the purposes of preventing damage to the Common Elements or to a Unit or Units.

C. In the event that an unsanitary or other condition exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Properties.

D. For the purposes of preservation of the property due to vacancy as stated in the Condominium Act as amended from time to time.

To facilitate such entry, the Association shall have the power to change the locks of a Unit only as provided by Florida Statutes.

19.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, guests, agents, lessees, employees, etc. or any occupants of their Units comply with the Condominium Documents and Rules and Regulations; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, guests, agents, lessees, employees, etc. or any occupants of their Units.

19.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of right of the Association or member to enforce such right, provision, covenant or condition in the future.

19.7 Costs and Attorneys' and Paralegal Fees. Except and to the extent otherwise provided in F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules: In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, lessees, servants, etc. or any occupants of the Unit) or the Association to comply with the Condominium Documents, or the Rules and Regulations; as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceeding and attorneys' and paralegal fees (including appellate attorneys' and paralegal fees).

19.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Condominium Documents or Rules and Regulations of the Association, or Law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, Rules and Regulations, or Law or in equity.

19.9 Eviction of Tenants and Occupants. Except for and to the extent not otherwise provided in or barred by F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules: The Association possesses all rights and remedies of the lessor/Owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. If lessees and/or permanent occupants shall be in non-compliance with any of the Condominium Documents and Rules and Regulations, the following may occur: Such a non-compliance shall be a breach of the Condominium Documents and therefore a breach of the

lease. The Association on behalf of the lessor/Owner may terminate the lease, and re-enter and re-take possession of the Unit for and on behalf of the lessor/Owner, after providing the notices required by Chapter 83 of the Florida Statutes. The Association has the right to serve such notices, terminate the lease and seek possession of the Unit for and on behalf of the lessor/Owner, upon the expiration of thirty (30) days after the Association mails notice of such intent to the lessor/Owner. The Association then has the right to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/Owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Section 19.9 without any liability to the lessor/Owner or lessees/ occupants (including, but not limited to, the loss of rent to the lessor/Owner and loss of possession by the lessees/permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter.

SECTION 20. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Condominium Documents:

20.1 Amendments to the Declaration. Written consent of certain mortgagees of a Unit shall be required for certain amendments to this' Declaration; refer to Section 21.5 below for same.

20.2 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Section 10.10.A above.

20.3 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith and shall have the same rights to collect such sums as in the case of a past due assessment.

20.4 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and Rules and Regulations of the Association, and the official records of the Association which by the Condominium Act, are inspectable by the Owners. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.5 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.6 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Condominium Documents by an Owner of any Unit on which the mortgagee holds a mortgage.

B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond

maintained by the Association.

C. Any condemnation or casualty loss that affects a material portion of the Condominium or any Unit.

D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

E. Outstanding assessments unpaid with respect to the Unit on which the Institutional Mortgagee holds a mortgage.

F. Notice of Association meetings.

20.7 Access. All Institutional Mortgagees shall specifically have a complete right of access to all of the Common Elements and Association Property, for the purpose of ingress and egress to any Unit upon which they have a mortgage loan. Any Institutional Mortgage shall be entitled to attend meetings of the Association.

20.8 Priority. All provisions of an institutional mortgage shall take precedence over the provisions of this Declaration, unless and to the extent that same is viewed to be contrary to or prohibited by applicable law from time to time. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any Unit.

20.9 Presumption. Where an institutional first mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Condominium Documents be deemed to be an institutional first mortgage.

SECTION 21. AMENDMENT OF DECLARATION.

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units.

21.2 Procedure; Notice and Format. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Declaration shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, if is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text."

21.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of the Condominium Documents, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than a majority of the voting interests of the entire Membership of Harbours I Condominium. If the amendments were proposed by a written petition signed by the Owners pursuant to Section 21.1 above, then the concurrence of the Board of Directors shall not be required.

21.4 Certificate: Recording. A copy of each adopted amendment shall be attached to a certificate that the amended was duly adopted as an amendment to the Declaration which certificate shall be in the form required by law and shall be executed by any Officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration is recorded. If the written consent procedure is used, the consents of the Owners need not be recorded, so long as the Certification of Amendment executed by the Officer of the Association attests to the execution of a sufficient number of consents to pass the amendment in question. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County.

21.5 Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary:

A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

B. No amendment shall diminish or impair any rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owners of any mortgagees unless the particular mortgagees(s) shall join and consent in the execution of the amendment.

C. No amendment shall be made which falls under F.S 718.110(4) unless the members' vote and the approvals required therein are obtained.

D. No amendment may be made to any Termination Share unless the Owners' whose Shares are changed, and all of their mortgagees, and the Association by and through the Board of Directors, consent in writing. Such amendment shall be recorded in the Public Records of the County, without the need for the vote required by Section 21.3 of the Declaration. This Section 21.5.D shall not be amended without the unanimous vote of the Owners.

SECTION 22. DECLARATION OF COVENANT AND RESTRICTIONS FOR ABERDEEN.

22.1 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.

22.2 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 by the Board of Directors at the Organizational Meeting to take place directly after the Annual Meeting.

22.3 It is acknowledged that there is a lake within the Condominium. The lake shall be maintained by the Master Association inclusive of all water flow between interconnected lakes, 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.

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

23.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. The Condominium Act which applies.
- B. The Corporate Acts which apply.
- C. Other Florida Statutes which apply.
- D. This Declaration.
- E. The Articles of Incorporation.
- F. The Bylaws.
- G. The Rules and Regulations and architectural guidelines promulgated by the Board of Directors.

23.3 Interpretation; Construction. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of Condominium ownership.

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

23.5 Captions. The captions in the Condominium Documents are inserted only as a matter of convenience and for ease of reference and in no way shall define or limit any provision in the Condominium Documents.

23.6 Gender; Plurality. Whether 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 or no genders.

23.7 Owners' Affirmative Duties. All Owners are charged with the affirmative duty to keep the Association advised, in writing, of any mailing addresses, as they change from time to time, including a

second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagees. The Association shall be permitted to rely on the information supplied by Owners in writing.

23.8 Covenant Running with the Land. All Provisions of the Declaration and its Exhibits and Rules and Regulations shall, to the extent applicable be perpetual and be construed to be covenants running with the Properties in the Condominium, and all of the provisions of the Condominium Documents and Rules and Regulations shall be binding upon and enure to the benefit of the Owners, Association and their respective heirs, personal representatives, successors and assigns, and shall be binding on all residents, occupants, guests and invitees to the Properties. None of the provisions contained in the Condominium Documents or in the Rules and Regulations of the Association are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

23.9 Governance. This community shall be governed by Chapter 718 of the Florida Statutes as same exists on the date hereof, and as same may be amended from time to time.

SECTION 24. EFFECTIVE DATES. The Effective Date of the provisions of this Amendment and Restated Declaration with Exhibits, including Articles of Incorporation and Bylaws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and Bylaws, is recorded in the Public Records of the County. Provided however, that to the extent that any provision in this Declaration contains a use restriction which is in effect the same or similar to that contained in the Original Declaration or any amendment to the Original Declaration, then the Effective Date of such use restriction is the date of recording of the Original Declaration or amendment, as applicable. Further provided however, that if an earlier Effective Date is referenced in this Declaration, then that earlier date shall control as the effective Date.



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Prepared by and Return To:
Jennifer M. Cunha, Esq.
The Law Office of J. M. Cunha, P. A.
601 Heritage Drive, Suite 424
Jupiter, FL 33458

**CERTIFICATE OF RECORDING MERGED,
AMENDED AND RESTATED BYLAWS FOR
THE HARBOURS AT ABERDEEN CONDOMINIUM, INC. AND MERGED, AMENDED
AND RESTATED ARTICLES OF INCORPORATION FOR THE HARBOURS AT
ABERDEEN CONDOMINIUM, INC.**

WHEREAS, the Declaration of Condominium for **The Harbours at Aberdeen, A Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 6101 at Page 1430, as amended from time to time; and

WHEREAS, the Articles of Incorporation and Original Bylaws, for The Harbours at Aberdeen Condominium, Inc., as amended from time to time are attached as an Exhibit thereto; and

WHEREAS, the Original Bylaws for the Harbours at Aberdeen, A Condominium, have been replaced by said Amended and Restated Bylaws of the Harbours at Aberdeen Condominium which have been duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 7768, Page 556; and

WHEREAS, at a duly noticed meeting of the membership held on 4-25-19, the required membership approval was obtained for the Amendment and Restatement to the Bylaws and Articles of Incorporation; and

WHEREAS, the Association desires to record Merged, Amended and Restated Bylaws for the Harbours at Aberdeen Condominium, Inc. and Merged, Amended and Restated Articles of Incorporation for the Harbours at Aberdeen Condominium, Inc., representing the entire text of those documents, without exhibits, as they exist as of the date of this recordation. **THIS MERGED SET OF DOCUMENTS SETS FORTH THE CONTENTS OF THE DOCUMENTS AS THEY EXIST AS OF THIS DATE, INCORPORATING ALL AMENDMENTS THERETO. ALL EXHIBITS ATTACHED TO THE ORIGINAL BYLAWS AND ARTICLES FOR THE HARBOURS AT ABERDEEN CONDOMINIUM, INC. REMAIN AS ATTACHED THERETO AND ARE INCORPORATED BY REFERENCE HEREIN, WITHOUT BEING REATTACHED TO THIS DOCUMENT, UNLESS SPECIFICALLY NOTED.**

NOW, THEREFORE, the undersigned hereby certify that the attached Merged, Amended and Restated Bylaws and Merged, Amended and Restated Articles of Incorporation are true and correct copies of the full text of those documents, as amended by the membership, as they exist as of this date. The exhibits to the original Bylaws and Articles of Incorporation of Harbours at Aberdeen

are not being re-recorded herewith and remain as attached to the original documents, unless specifically noted.

WITNESS my signature hereto this 25 day of April, 2019, at Palm Beach County, Florida.

**THE HARBOURS AT ABERDEEN
CONDOMINIUM, INC.**

[Handwritten Signature]
Witness

By: *Anita Kaplan*
President

MYRON SAUT
PRINT NAME

Attest: *Wendy Latman*
Secretary

[Handwritten Signature]
Witness

JEANNE SCHWABER
PRINT NAME

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2019 by Anita Kaplan and Wendy Latman as President and Secretary, respectively, of The Harbours at Aberdeen Condominium, Inc., a Florida non-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

[Handwritten Signature] (Signature)

Joyce L. Worcester (Print Name)
Notary Public, State of Florida at Large



**MERGED
AMENDED AND RESTATED BY-LAWS
OF
THE HARBOURS AT ABERDEEN CONDOMINIUM, INC.**

(merged through April, 2019)

Section 1. GENERAL.

These are the Merged, Amended and Restated Bylaws of THE HARBOURS AT ABERDEEN CONDOMINIUM, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

WHEREAS, the Declaration of Condominium for **The Harbours at Aberdeen Condominium, Inc.** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6101 at Page 1430; as amended from time to time; and

WHEREAS, the Declaration of Condominium for **The Harbours at Aberdeen II, A Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 7677 at Page 1859; as amended from time to time; and

WHEREAS, the Articles of Incorporation and the Original Bylaws for the Harbours at Aberdeen, Condominium, Inc. are attached as an Exhibit thereto; and

WHEREAS, the Original Bylaws for the Harbours at Aberdeen, A Condominium and for the Harbours at Aberdeen II, A Condominium, have been replaced by said Amended and Restated Bylaws of the Harbours at Aberdeen Condominium which have been duly recorded in the Public Records of Palm Beach County, Florida in Official Records Book 7768, Page 556; and

All prior Bylaws, with amendments thereto, are hereby revoked and superseded in their entirety.

1.1 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 Definitions. The definitions set forth in the Merged, Amended and Restated Declaration of Condominium of The Harbours at Aberdeen, a Condominium and The Harbours of Aberdeen II, A Condominium (collectively the "Declaration") and in the Merged, Amended and Restated Articles of Incorporation shall apply to terms used in these Merged, Amended and Restated Bylaws. In addition, the following Definitions shall apply:

A. "Condominium" shall mean and refer to The Harbours of Aberdeen (a/k/a Harbours of Aberdeen I), A Condominium and/or to the Harbours of Aberdeen II, a Condominium, as applicable.

B. “Unit” shall mean and refer to a Condominium Unit within The Harbours of Aberdeen and/or The Harbours of Aberdeen II, as applicable.

C. “Unit Owner” shall mean the record Owner of a Unit within The Harbours of Aberdeen and/or The Harbours of Aberdeen II, as applicable.

D. Any other defined term in these Bylaws or in the Articles shall be adjusted and modified where applicable to refer to both of the Condominiums operated by the Association.

Section 2. MEMBERSHIP AND VOTING RIGHTS.

2.1 Qualifications. Subject to the provisions of Section 14.1 of the Declaration: The members of the Association shall be the record Owners of legal title to the Units. The foregoing is not intended to include persons who hold their interest merely as security for the performance of an obligation.

2.2 Change in Membership. Subject to the provisions of Section 2.1 above: A change of membership shall be established and become effective by recording in the Public Records of the County, a deed or other similar instrument and by the delivery to the Association of a copy of such instrument. The failure of a new record Owner to deliver a copy of such instrument to the Association shall not deprive the new record Owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests: Votes. The members of the Association are entitled to one (1) vote for each Unit owned by them. The vote of a Unit is not divisible. Matters relating to the Association as a whole, or which affect the rights and interest of all of the Unit Owners in all of the Condominiums operated by the Association shall be voted on by the membership at large. Any matters related to only one or more Condominium(s) which do not affect the Association as a whole or the rights and interests of the Unit Owners in any other Condominium(s) operated by the Association, shall be voted upon only by the members owning Units in the Condominium(s) to which the matter relates, and in that event the presence in person or by proxy of persons entitled to cast the votes for thirty percent (30%) of the Units in such Condominium(s) shall constitute a quorum. The decision as to whether a matter should be voted upon by Unit Owners in less than all of the Condominiums operated by the Association, or by the membership at large, shall be determined by the Board, and their determination shall, in the absence of bath faith, be presumed correct.

If a Unit is owned by one person, his or her right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, the person entitled to cast the vote for

the Unit shall be designated by a certificate signed by all of the record Owners of the Unit according to the roster of Owners and filed with the Secretary of the Association. If a Unit is owned by a corporation or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate Officer of the corporation or entity and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record Owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a married couple or a domestic partnership. If a Unit is owned jointly by a married couple or domestic partners, they may, without being required to do so, designate a voting Member in the manner provided above.

If two or more Owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. Votes may be cast in person or by proxy, except as otherwise provided in Section 4.2 below.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record Owners is specifically required.

2.6 Electronic Voting: In the event the Board shall implement electronic (online) voting, it shall be the duty of the board to obtain a written consent from each member opting into online voting, which shall be valid until revoked, and the Board must follow the requirements listed below:

- i. Each member will be provided with a method to authenticate the member's identity through the online voting system.
- ii. 14 days prior to each voting deadline, each member's electronic device will be checked to ensure successful communication with the online voting system.

The online voting system that the Association uses will:

- iii. Authenticate each member's identity.
- iv. Authenticate the validity of each electronic vote to ensure that it is not altered in any way after submission.
- v. Transmit a receipt from the online voting system to each member who casts such vote.
- vi. In the case of a secret election, permanently separate any authentication or identifying information from the electronic election ballots.

- vii. Store and keep electronic ballots accessible to election officials for recount, inspection and review purposes.

2.7 Suspension of Voting Rights for Monies Due to the Association. The Association shall suspend the voting rights of a Unit or member due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than \$1,000 (one-thousand dollars) and 90 days' delinquent. A voting interest or consent right allocated to a Unit or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the Declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association.

2.8 Inspection of Books and Records. The records of the Association shall be open to inspection by Unit Owners or their authorized representatives, and all holder, insurers or guarantors of any first mortgage encumbering a Unit, upon reasonable request, during normal business hours or under other reasonable circumstances. Such records of the Association shall include current copies of the Declaration, Articles, Bylaws, Rules and Regulations of the Association and any amendments thereto; any contracts entered into by the Association, and the books, records and financial statements of the Association; and all other official records of the Association as described in the Condominium Act. The Association shall be required to make available to prospective purchasers of Units in the Condominium current copies of the Governing Documents and the most recent budget and annual financial statement of the Association. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying.

2.9 Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days after receipt of the inquiry. The Board's response shall either give a substantive response to the Unit Owner, notify the Unit Owner that a legal opinion has been requested, or notify the Unit Owner that advice has been requested from the division. If the board requests advice from the division, the board shall, within ten (10) days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period.

Section 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County each year at a day,

place and time designated by the Board of Directors, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during January or February each year. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof. Boards or Committee members may participate in meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. Directors who appear electronically count toward establishing a quorum, and may vote as if physically present.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members' meetings must be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be promptly called by the President upon the President's or Secretary's receipt of a written petition signed and dated by at least twenty-five (25%) percent of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting. Boards or Committee members may participate in meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. Directors who appear electronically count toward establishing a quorum, and may vote as if physically present.

A. The calling of a special meeting for recall of Directors is governed by Section 4.4.B below and by applicable Administrative Rules, and not by the provisions of this section 3.3.

B. The calling of a meeting pursuant to F.S. 718.112(2)(e) requires only the application of 10% of the voting interest of the Owners.

C. In the event the Owners of Units within less than all of the Condominiums are entitled to vote on any matter for which a special meeting is called, only the Unit Owners within such Condominium shall be entitled to notice and to attend such meeting.

3.4 Court-Ordered Meeting. The Circuit Court of the County may, after notice to the Association, order a meeting of the members to be held:

A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or

B. On application of a member who signed a demand for a special meeting valid under section 3.3 above, if:

1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's Secretary or president; or

2. The special meeting was not held in accordance with the notice.

The Court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members Meetings.

A. Election Meeting. Notice of the election meeting shall be as provided for in Section 4.2 below.

B. Annual and Special Meetings. Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Owner at his address as it appears on the books of the Association. Notice of meetings (except membership meetings to recall board members) may be given by electronic transmission to Members who consent in writing to receive notice by electronic transmission. The Officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, and must also state the intended agenda for the meeting.

1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium Property of each of the Condominium's operated by the Association at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership.

C. Waiver of Notice.

1. A member may waive any notice of a meeting of the members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members' need be specified in any written waiver of notice.

2. A member's attendance at a meeting, either in person or by proxy:

(a) Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.6 Members' List for Meeting.

A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.

B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.

C. The Association shall make the members' list available at the meeting, and any member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.

D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.

E. If the requirements of this Section 3.6 have not been substantially complied with or if the Association refuses to allow a member or his agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the Circuit Court of the County of application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.

F. Refusal or failure to comply with the requirements of this Section 3.6 shall not affect the validity of any action taken at the meeting.

3.7 Proxies. A Proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxies shall be used for elections. No proxy shall be valid for a period longer than ninety (90) days after the date of first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to the Secretary at or before the adjournment of the particular meeting. The proxy form must conform to any requirement of the Condominium Act and applicable Administrative Rules. An executed original or a photographic, photostatic, facsimile, electronic or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name a member of the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board.

Subject to Section 3.8 of these Bylaws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's

vote or other action as that of the member appointing the proxy.

A. Election of Directors. Notwithstanding the foregoing to the contrary, except as otherwise permitted by the applicable Administrative Rules as to filling of vacancies by the membership after recall, no proxies may be used for the election of Directors.

3.8 Association's Acceptance of Votes.

A. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other Officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

B. The Association and its Officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.8 are not liable in damages to the member for the consequences of the acceptance or rejection.

C. Corporate action based on the acceptance or rejection of a vote, consent, waiver or proxy appointment under this Section 3.8 is valid unless a Court of competent jurisdiction determines otherwise.

3.9 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, but shall not be permitted to speak for more than three minutes for matters that are on the meeting agenda and two minutes on matters that are not on the agenda. The Board shall be permitted to adopt reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that two-thirds of the voting interests at the Meeting determine so. An Owner shall have the right to tape record or videotape a members' meeting, subject to any applicable administrative Rules and written Board rules on the subject.

3.10 Quorum; Ballot Return.

A. Annual and Special Members Meetings. The quorum for the annual and special members' meetings shall be thirty percent (30%) of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

B. Election Meeting. Not less than twenty percent (20%) of the eligible voters must cast ballots in order to have a valid election.

3.11 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these Bylaws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.12 Order of Business. The order of business at members' meetings shall be substantially as follows:

Call to order by the President (or other Officer in the absence of the President)

- A. Election of chairman of the meeting
- B. Call of the roll or certification of quorum
- C. Proof of notice of meeting or waiver of notice
- D. Minutes of last members meeting
- E. Reports of Officers
- F. Reports of Committees
- G. Election of Directors (where appropriate)
- H. Unfinished Business
- I. New Business
- J. Adjournment

3.13 Minutes of Meetings. The minutes of all meetings of the membership shall be kept in a book available for inspection by members and/or their authorized representatives at any reasonable time. Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

3.14 Action by Members Without a Meeting. Owners may take action by written agreement without a meeting, as long as written or, as relevant, electronic notice is given to the Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on unless that notice is waived as provided in these Bylaws. The decision of a majority of the Owners, or a larger percentage vote as otherwise may be required by the Condominium Act, or the Condominium Documents (the decision to be evidenced by written consent to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members, which

shall in no event be later than sixty (60) days from the date of the first written consent. This Section 3.14 shall not apply to the election of Directors.

Section 4. BOARD OF DIRECTORS: COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by Law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner. Directors and Officers should exercise all powers and duties without engaging in conduct which would be construed as a conflict of interest pursuant to Florida Statutes as amended from time to time. Statutory conflicts of interest shall include but not be limited to:

A. An Association may not employ or contract with any service provider that is owned or operated by a Board Member or with any person who has a financial relationship with a Board Member or Officer, or a relative within the third degree of consanguinity by blood or marriage of a Board Member or Officer pursuant to F.S. §718.112(p).

B. An Association may not hire an attorney who represents the management company of the Association pursuant to F.S. §718.111(3).

C. Directors, managers and management companies are prohibited from purchasing a Unit at the Association's lien foreclosure sale as further provided in F.S. §718.3025(5).

D. Directors and officers of a Board of an Association and the relatives of such Directors and Officers, must disclose to the board any activity that may reasonably be construed to be a conflict of interest as provided in F.S. §718.3027(1).

E. A contract entered into between a director or an officer, or a relative of a director or an officer, and the Association may be voidable pursuant to the provisions of F.S. §718.3027(4).

4.1 Number and Terms of Service.

A. Number. The affairs of the Association shall be managed by a Board consisting of seven (7) Directors. All directors and officers must be members of the Association. The outgoing Board President may be retained on the Board in an ex-officio capacity but only at the request of the incoming Board. The outgoing President will serve in this capacity at the pleasure of the Board. However, the outgoing President shall not have any voting right on the Board nor shall the outgoing President be counted as a director.

B. Terms. Vacancies on the Board caused by the expiration of a Director's term shall be filled by electing new Board Members. The Directors elected by the Unit Owners shall serve staggered terms. To accomplish staggered terms, the four (4) Directors receiving the highest number of votes shall be elected for a two (2) year term. The three (3) Directors receiving the next highest number of votes shall be elected for a one (1) year term. Any tie vote shall be decided by

a drawing of the names of the candidates having an equal number of votes. All Directors elected at subsequent Annual Meetings shall be elected for two (2) year terms. Each Director shall serve until his or her successor is duly elected and qualified or until such Director's health, resignation or removal, as hereinafter provided or as otherwise provided by Statute or the Articles. Notwithstanding the foregoing, a board member may not serve more than four consecutive 2-year terms, unless approved by an affirmative vote of two-thirds of the total voting interests of the Association or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy.

4.2 Election of Directors. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled, and additional Directors if desired. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date. Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Secretary of the Association or its designee, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may furnish the Association with an information sheet which shall be no larger than 8 ½ inches by 11 inches. The candidate's information sheet, if any, must be received by the Secretary by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate.

Not less than thirty (30) days prior to the date of the election meeting, the Association shall provide a notice to all Owners reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets received from same. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules. The determination of which Director receives which term shall be determined based on the number of ballots cast, such that the candidates receiving the most ballots cast shall obtain the longer terms. A newly elected Director shall take office immediately upon the adjournment of the election and annual meetings.

A. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

1. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.

2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of Directors to fill the vacancies shall be governed by the

procedures set forth in the applicable Administrative Rules.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled by the Board before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

4.4 Removal of Officers and/or Directors (Recall). Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed, with or without cause, from office, but shall remain on the Board, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

A. By Written Agreement. If a proposed recall is requested by written agreement, a separate agreement is required for each member of the Board being recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.

B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.

C. Re-election. Any Director recalled shall be eligible for re-election at the next regular election meeting.

4.5 Vacancies on the Board. To fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the Circuit Court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court the member shall mail to the Association and post conspicuously on the Condominium Property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

A. A Vacancy Other than in Connection with Recall. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4.A or 4.4.B above, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. Whenever possible, the successor should be a member from the same Condominium as the Director whose vacancy is being filled. A vacancy that will occur at a specific later date (by reason

of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

B. Vacancy in Connection with Recall.

1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors.

2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules.

3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.

4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election, shall be as set forth in applicable Administrative Rules.

4.5 Meetings of the Board of Directors.

A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.

B. Regular Meetings. Regular meetings of the Board of Directors must be held at least once per month at a time and place as determined by the Board of Directors.

C. Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of a majority of the Directors.

D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.

E. Telephone or Electronic Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference or other electronic means (such as Skype or equivalent) so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.6 Notice of Board Meetings; Agenda.

A. Notice to Directors. Notice of the time and place of meetings shall be given to each Director, personally, by mail, telephone, electronic transmission and posted to the community bulletin board and shall be transmitted two (2) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

C. Notice to Owners.

1. Posting. Notices of all Board meetings shall be posted conspicuously on the Condominium or Association Property at least forty-eight (48) continuous hours in advance, except in an emergency.

2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be proposed, discussed or approved shall be mailed, electronically transmitted, or delivered to the Owners and posted conspicuously on the Condominium or Association Property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association.

D. Agenda. The notice of any Board meeting shall identify all agenda items and when any annual assessment shall be considered, the notice must state that an annual assessment will be considered.

4.7 Quorum and Voting.

A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors.

B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable Statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of Officers. So long as

required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.

C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the President, shall be deemed to have voted in favor of any action taken, unless:

1. He objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or

2. He votes against the action taken or abstains due to a conflict of interest. An abstention for any other reason shall be presumed that the Director has taken no position in regards to the action.

D. Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rule as amended from time to time. Such Vote must be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

4.8 Owners Participating at Board Meetings. Meetings of the Board of Directors shall be open to all members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Owners' statements. Any Owner may tape record or videotape meeting of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors.

4.9 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the President of the Association, or in his absence, the Vice-President, shall be the presiding Officer at all meetings of the Board of Directors. If neither is present, the presiding Officer shall be selected by majority vote of those Directors present.

4.10 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of Officers and Committees
- E. Election of Officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.11 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a

meeting by signing and concurring in the minutes of that meeting. That concurrence however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.12 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members of the Association and/or their authorized representative(s) at any reasonable time and posted to the community website. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the Member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

4.13 Committees.

A. Condominium Statutory Committee. The notice, conduct and participation in voting, and keeping and maintenance of minutes of Committees as defined by the Condominium Act as amended from time to time, shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time. Except for Committees authorized to take final action on behalf of the Board of Directors, or Committees making recommendations to the Board of Directors concerning the budget, all other Association Committees shall be exempt from the requirements of Section 718.112(2)(c), Florida Statutes, as renumbered or amended from time to time.

B. Non-Statutory (That is Non-Chapter 718, Florida Statutes) Committee. Any Committee not defined by the Condominium Act may be appointed by the Board of Directors; or by members of the Association at a members' meeting. Committee Members shall serve at the pleasure of the Board of Directors. Ten Percent (10%) of the Members may call a Special Members Meeting for the purpose of appointing a Committee. The Board of Directors may have a liaison Board Member on the Committee. With the exception of the Finance/Budget Committee, each Committee will select the Committee chair. In no circumstances can the Committee be made up of a quorum of Board Directors. Unit Owners and occupants, current in all of their obligations to the Association, are eligible for Committee membership and can serve on more than one Committee. Only a Unit Owner may be the Committee chairperson.

Each Committee Chair should ensure that their Committee adhere to the following guidelines:

1. Establish internal communication, facilitate meetings with agenda, maintain minutes and records of Committee actions, and provide minutes to the Board Secretary.
2. Gather information on issues and resident needs, summarize and transmit that information to the Board of Directors.
3. Provide advice and recommendations to the Board of Directors through reports or by presenting such recommendations at a Board Meeting.

Section 5. OFFICERS

5.1 Officers - Required: Appointment; Removal; Resignation; Vacancies. The executive Officers of the Association shall be a President, and a Vice-President, who shall be Directors, and a Treasurer and a Secretary, who need to be Directors, all of whom shall be elected annually by a majority vote of the entire Board. Any person except the President may hold more than one (1) office. The Board of Directors may, from time to time appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

Any Officer may be removed with or without cause by a unanimous vote of the remaining Board Members at any Board meeting. An Officer shall not be absent for three consecutive meetings or shall be automatically deemed resigned. An Officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The President shall be the chief executive Officer of the Association. He shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He shall execute bonds, mortgages, and other Contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other Officer or agent of the Association.

5.3 Vice-President(s). The Vice-President(s), in the absence or disability of the President, performs the duties and exercises the power of the President, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the President to effect a particular duty under question, incident to the office of the President.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing Committees and Executive Committee when required. He shall maintain an accurate and up-to-date roster of Owners and their addresses. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the responsibility for the custody of the Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable

effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. In addition, the treasurer shall report the status of Reserves, report the cash and cash equivalents, report on the status of each 90-day delinquency and shall report on each expense line over budget at monthly meetings. The treasurer does not have the authority to bind the Association or the Board of Directors in dealings with third parties unless the board has provided written express authority for the treasurer to do so and all vendors shall be made aware of such. Any of the foregoing duties may be performed by an Assistant to the Treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its Officers, the responsibility for preparing minutes of Directors' and Members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the Secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, Officers, nor (statutory and non-statutory) Committee Members shall receive compensation for their services as Directors, Officer or Committee member (as applicable), unless compensation is approved by a majority of the voting interests of the Board, and if required, the persons are duly licensed as Community Association Managers. Nothing herein shall preclude the Board of Directors from employing a Director, Officer or Committee member for the management of the Condominium, or for any other service to be supplied by such Director, Officer, or Committee member. Directors, Officers and Committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties. An officer, director, or manager may not solicit, offer to accept, or accept anything or service of value or kickback for which consideration has not been provided for his or her own benefit or that of his or her immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, director, or manager who knowingly so solicits, offers to accept, or accepts anything or service of value or kickback is subject to a civil penalty pursuant to s. 718.501(1)(d) and, if applicable, a criminal penalty, as provided by Law. However, this does not prohibit an officer, director, or manager from accepting services or items received in connection with trade fairs or education programs.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 7 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget. The Board of Directors shall adopt an annual budget for Common Expenses for each budget year, which shall run from January 1 of each year through December 31 of each year, unless the Board votes otherwise. The Association shall establish a separate budget for each Condominium, and for the general expenses of the Association. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. To the extent required by the Administrative Rules, the annual budget shall

include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(2)(c). The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid Common Expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.

A. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, shall call a special meeting of the Owners within thirty (30) days upon not less than ten (10) days written notice to each Owner. At the special meeting, the Owners shall consider and enact a budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum is not attained at the special meeting or a substitute budget is not adopted by the Owners at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable Reserves for repair or replacement of the Properties, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Properties shall be excluded from the computation.

B. The Association shall establish a separate budget for each Condominium and for the general expenses of the Association. The budgets for each Condominium shall include maintenance, deferred maintenance, and replacement of the common elements associated with each Condominium and the Buildings and Units located therein. Common expense items relating to all Condominiums shall be shared equally among the Unit Owners in both Harbours I and Harbours II as a 1/106 percentage share per Unit, unless the board determines such allocation is unjust and inappropriate and agrees upon a different method of allocating the Common Expense items. Common Expense items to be shared by all Unit Owners in both Harbours I and Harbours II shall include all costs of insurance, landscaping, lawn maintenance, maintenance and repair of any common areas utilized by both Condominiums, pavement repair and maintenance, utilities, cable services, management fees, legal fees, administrative expenses, social costs and entertainment provided to the members, security, and any other Common Expenses as determined by the Board. The method of allocating the expenses relating to one or more Condominiums shall be set forth upon the various budgets, and the above provisions relating to the adoption of budgets by the Board, the mailing of copies to the members, and the necessity of membership approval shall apply to each such budget.

7.2 Reserves.

A. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance for each separate Condominium and shall list the information as outlined in the Harbours Reserve Study and as required by the Condominium Act and Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the

estimated life and replacement cost of each item, as more fully set forth in the Administrative Rules as amended from time to time. These Reserves shall be fully funded unless a majority of the voting interests present in person or by proxy at a duly called meeting vote to fund no Reserves or less than adequate Reserves for a budget year. The vote to waive or reduce Reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Owners as required in 7.1 above. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by a majority of the voting interests present in person and by proxy at a members meeting called for that purpose, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such Reserves shall be segregated from operating funds of the Association where advisable for favorable income tax treatment.

B. Non-Statutory General Reserves. In addition to the Statutory Reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for each Condominium for contingencies, operating expenses, repairs, permitted improvements, capital expenditures or deferred maintenance. The purpose of the Reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, in the manner required by any applicable Administrative Rules as amended from time to time. These funds may be spent for any purpose approved by the Board, subject to advice from the Association's accountant as to tax consequence of same.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in equal quarterly installments, in advance, due on the first day of each month, unless otherwise specified by the Board of Directors. Written notice of the annual assessment shall be provided to all members prior to the commencement of each monthly period. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) or for betterment(s) of the Condominium Property for which there is/are not sufficient funds in the annual budget and annual assessments providing all Special Assessments be approved by an affirmative vote of a majority of the Board of Directors. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. In the event funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the Common Surplus, and may at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments. However, if the funds are not used at all for specific purpose(s) stated in the notice, then those funds not so used, in the stated amount, shall be returned to the Owners.

7.5 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent Owner a notice that the right of acceleration has been exercised, which notice may be given as part of the notice of intent to foreclose as required by F.S. 718.116, or may be sent separately.

7.6 Depository. All funds collected by an Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds. This subsection does not prohibit a multicondominium Association from commingling the operating funds of separate condominiums or the reserve funds of separate condominiums. Furthermore, for investment purposes only, a multicondominium Association may commingle the operating funds of separate condominiums with the reserve funds of separate condominiums. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles. A manager or business entity required to be licensed or registered under s. 468.432, or an agent, employee, officer, or director of an Association, shall not commingle any Association funds with his or her funds or with the funds of any other Condominium Association or the funds of a community Association as defined in s. 468.431. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board.

A. Proviso. Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.7 Financial Reporting. The Board of Directors shall have performed and shall provide such form of accounting as required by applicable provisions of the Condominium Act and Administrative Rules for multicondominium Associations as amended from time to time. The Board of Directors shall mail or hand deliver the form of accounting to each Owner as required by the Condominium Act and Administrative Rules as amended from time to time. A photocopy of same shall be furnished to the Division of Florida Land Sales, Condominiums and Mobile Homes if required by the Condominium Act or Administrative Rules as amended from time to time. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the Bylaws, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the most recent financial report or a notice that a copy of the most recent financial report will be mailed or hand delivered to the Unit Owner, without charge, within 5 business days after receipt of a written request from the Unit Owner.

7.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year, unless changed by the Board of Directors.

7.9 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Services, based upon the method which yields the lowest tax liability.

Section 8. SYSTEM OF FINES FOR NON-COMPLIANCE

8.1 Authority and Scope. The Board of Directors may impose fines on any Owner and Unit for any violations of the Condominium Documents and Rules and Regulations; as amended from time to time; and/or violations of the Law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), servant(s) etc.

8.2 Owner is Liable. Each and every such violation shall be the responsibility of and attributed to the Owner (and his Unit) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agents(s), guest(s), visitor(s), servant(s), etc.

8.3 Written Notice Required; Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given not less than fourteen. (14) days written notice of the following:

- A. The Owner responsible for the violation(s).
- B. The nature of the violation and the name(s) of the violator(s), if known.
- C. The maximum amount of fine for each violation of the particular provision of the Condominium Documents, and/or Rules and Regulations and/or law.
- D. The date, time and place of a meeting, at which meeting the Committee referred to in Section 8.6 below shall determine whether the Owner (for himself/herself, family guests, servants, agents, etc., or other occupants of the Unit), is guilty of the Violation, and if so, shall impose a fine for the violation.
- E. The Association shall be permitted to include in the Committee meeting notice, the following optional information: A hearing shall be scheduled at a specified day and time and at a specified time on each day thereafter; with each day that the violation continues constituting a separate violation resulting in a separate fine.

8.4 Level of Fines. A fine for each violation shall be in amount(s) as set by the Board of Directors not to exceed the maximum amount permitted by the Condominium Act as amended from time to time. This fine may be levied at the particular rate for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility. The maximum total fine shall be as provided for in the Condominium Act as amended from time to time.

8.5 Record Keeping. The Association shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

8.6 Hearing Before Committee of Owners.

A. A party against whom a fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

B. Failure of the Owner and the violator in question to appear at the scheduled hearing may result in the automatic vote by the Committee that the Owner is in violation, whereupon the fine may be levied without further advance warning.

C. The Committee shall be comprised of such members as provided for in the Condominium Act and Administrative Rules, as amended from time to time and in the absence of such provision, then as selected by Board of Directors.

8.7 Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due owing, with due date for payment.

8.8 Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Condominium Documents or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Condominium Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Condominium Documents, Rules and Regulations and law, if in fact the violation(s) remain(s). An Association may suspend the voting rights of a parcel or Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent and may suspend and revoke other rights as set forth in the Declaration as allowed by law, and as may be amended from time to time.

8.9 Late Fees. The imposition of late fees shall not be governed by this Section 8.

Section 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

Section 10. EMERGENCY BY-LAWS. The following shall apply to the extent not prohibited by the Condominium Act.

10.1 The Board of Directors may adopt Bylaws to be effective only in an emergency defined in Section 10.5 below. The emergency Bylaws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the Meetings; and Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all Officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular Bylaws consistent with the emergency Bylaws remain effective during the emergency. The emergency Bylaws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency Bylaws:

- A. Binds the Association; and
- B. May not be used to impose liability on a Director, Officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS. All amendments to the Bylaws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition signed by Owners of one-fourth (1/4) of the Units.

11.2 Procedure; Notice and Format. Upon any amendment or amendments to these Bylaws being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Bylaws shall be included in the notice of the Owners' meeting at which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment is substantially the following language: "Substantial rewording of Bylaws. See provision ___ for present text."

11.3 Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Condominium Documents, these Bylaws may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than a majority of the voting interests of the entire membership. If the amendments were proposed by a written petition signed

by the Owners pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate Recording: Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by any Officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the Public Records where the Declaration is recorded. The Certificate shall be executed with the formalities required for the recording of a deed.

11.5 Provisos. Notwithstanding any provision in the Condominium Documents to the contrary:

A. No amendment shall operate to unlawfully discriminate against any Owner or Unit or class or group of Units. Further, no Amendment shall be made which discriminates against or affects the Unit Owners in less than all of the Condominiums operated by the Association without the approval of a majority of the Unit Owners within the Condominium(s) so discriminated against or affected.

B. An amendment to these Bylaws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

C. Any emergency Bylaws adopted pursuant to Article 10 of these Bylaws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such Bylaws need not be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.C of the Bylaws shall not preclude the members from amending or repealing such emergency Bylaws as provided in Sections 11.1 through 11.4 above. No emergency Bylaws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

Section 12. ASSOCIATION WEBSITE. The Association shall maintain a website or web portal which conforms to the requirements of Florida Statutes §718.111(12)(c)(3)(g). The Association's website shall include those Condominium Documents and Association Official Records as promulgated by Florida Statutes, as amended from time to time.

**MERGED,
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE HARBOURS AT ABERDEEN CONDOMINIUM, INC.**

(merged through April, 2019)

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of THE HARBOURS AT ABERDEEN CONDOMINIUM, INC., a Florida corporation not for profit, which was originally incorporated under the same name on June 13, 1989 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation and the provisions of these Merged, Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Merged, Amended and Restated Articles of Incorporation of THE HARBOURS AT ABERDEEN CONDOMINIUM, INC. shall henceforth be as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation is THE HARBOURS AT ABERDEEN CONDOMINIUM, INC., and its mailing address is: c/o CAMS Association Management, 1037 S State Rd 7, Ste 302, Wellington, FL 33414.

ARTICLE II

DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Merged, Amended and Restated Declaration of Condominium of The Harbours at Aberdeen, A Condominium and the Merged, Amended and Restated Declaration of Condominium of The Harbours at Aberdeen, A Condominium collectively as the "Declaration"; these Merged, Amended and Restated Articles of Incorporation as the "Articles"; and the Merged, Amended and Restated Bylaws of the Association as the "Bylaws".

Section 2.1 Definitions. In addition, the following Definitions shall apply:

A. "Condominium" shall mean and refer to The Harbours of Aberdeen (aka Harbours of Aberdeen I Condominium), A Condominium and/or to the Harbours of Aberdeen II, a Condominium, as applicable.

B. "Unit" shall mean and refer to a Condominium Unit within The Harbours of Aberdeen and/or The Harbours of Aberdeen II, as applicable.

C. “Unit Owner” shall mean the record Owner of a Unit within The Harbours of Aberdeen and/or The Harbours of Aberdeen II, as applicable.

D. Any other defined term in these Articles or in the Bylaws shall be adjusted and modified where applicable to refer to both of the Condominiums operated by the Association.

ARTICLE III

PURPOSE AND POWERS

Section 3.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium and Corporate Acts for the operation of The Harbours at Aberdeen, a Condominium and The Harbours of Aberdeen II, A Condominium in Palm Beach County, Florida. The multicondominium Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida.

Section 3.2. Powers and Duties.

A. General. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration, the Bylaws or the Florida Condominium and Corporate Acts.

B. Powers. The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and Bylaws as they may hereafter be amended, including, but not limited to:

1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties; and to levy and collect Charges. All Special Assessments must be approved by a majority vote of the Board of Directors.

2. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property except that the Association shall not sell, convey or transfer any real property without the consent of a majority of the Unit Owners.

3. To protect, maintain, repair, replace and operate the Properties pursuant to the Condominium Documents.

4. To purchase insurance upon the Condominiums for the protection of the Association and its members, as required by law.

5. To make improvements of the Properties, subject to any limitations contained

in the Declaration, and to reconstruct improvements after casualty.

6. Entering into Units during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

7. To make, amend and enforce reasonable rules and regulations governing the use of the Condominiums and Association Property, inclusive of the Units, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copy of official records and to levy reasonable fines against Unit Owners for violations of the Condominium Act or the Condominium Documents.

8. To contract for the management and maintenance of the Condominium and to authorize a management agent or company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and other monies owed to the Association, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes, as well as exercising such other powers and rights delegated to it by the Association, which powers and rights are delegated to it by the Association, which powers and rights are vested in the Association by virtue of the Declaration, these Articles, the Bylaws, and the Condominium Act. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Declaration and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

9. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

10. To borrow money with the following limitations: The Association shall have the right to borrow money upon the approval by the Board of Directors alone up to an amount which is five percent (5%) of the annual budget, cumulatively in a budget year. However, if the amount of same shall exceed five percent (5%) of the annual budget, cumulatively in a budget year, then the loan may not be made unless ratified by a majority of the Board of Directors and a majority of the voting interests of the membership of the Association present, in person or by proxy, at a meeting of the Association at which a quorum is present.

11. The Association, acting through the Board, shall have the right to purchase, lease or otherwise acquire Units in the name of the Association, or its designee, and may sell, lease, mortgage, or otherwise deal with Units acquired by the Association.

12. Purchasing or leasing a Unit for use by a resident superintendent.

13. To provide exterminating services to the Units.

C. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.

2. The Association shall prepare a Question and Answer Sheet if and as required by the Condominium Act and Administrative Rules and shall update it annually.

3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all amendments to the foregoing, as well as the Question and Answer Sheet referred to above, on the Condominium or Association Property, to ensure their availability to Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

4. The Association shall ensure that the following contracts shall be in writing:

(a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.

(b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorney's and accountant's services, and any other service contracts exempted from the foregoing requirement by the Condominium Act or Administrative Rules as amended from time to time.

5. The Association shall obtain competitive bids for materials, equipment and services where required by the Condominium Act and Administrative Rules as amended from time to time. The Association shall obtain at least three (3) competitive bids for all services, materials and equipment in excess of \$10,000. This provision shall not require the Association to accept the lowest bid.

6. The Association shall obtain and maintain fidelity bonding as required by the Condominium Act and Administrative Rules.

7. The Association shall keep a roster of Owners and their addresses and mortgagees and their addresses based on information supplied by the Owners under Section 23.7 of the Declaration.

All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3.3. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

A. In anticipation of or during any emergency defined in Section 3.3.E below, the Board of Directors of the Association may:

1. Modify lines of succession to accommodate the incapacity of any Director, Officer, employee or agent of the Association; and

2. Relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

B. During any emergency defined in Section 3.3.E below:

1. Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio;

2. One or more Officers of the Association present at a meeting of the Board of Directors may be deemed to be Directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum; and

3. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporation action taken in good faith during an emergency under this Section 3.3 to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, Officer, employee, or agent of the Association.

D. An Officer, Director, or employee of the Association acting in accordance with any emergency Bylaws is only liable for willful misconduct.

E. An emergency exists for purposes of this section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 3.4. Condominium property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

Section 3.5 Distribution of income. The Association shall make no distribution of income to its members, Directors or Officers.

Section 3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be provided in Section 2.1 of the Bylaws.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the Bylaws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V

DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the Bylaws. Each Director must be a member of the Association. Other provisions regarding qualifications of Directors are contained in the Bylaws.

Section 5.2. Duties and Powers. All of the duties and powers of the Association existing under Chapters 718 and 617 Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

A. approval by Owners, when such approval is specifically required in the Law or Condominium Documents; and/or

B. action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE VI

OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws.

Section 6.2. Duties and Power. The powers and duties of the Officers are as provided in the Bylaws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE VII

INDEMNIFICATION

Section 7.1. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every Officer, and every member of a Committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, Officer or member of a Committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. In the event of conflict between this Article VII and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors and Officers. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor;
or

B. A violation of criminal law, unless the Director or Officer has no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful;
or

C. A transaction from which the Director or Officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Directors or office may be entitled. Notwithstanding the foregoing, an officer, director, or agent shall be liable for monetary damages as provided in F.S. § 617.0834 if such officer, director, or agent breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of criminal law as provided in s. 617.0834; constitutes a transaction from which the officer or director derived an improper personal benefit, either directly or indirectly; or constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Forgery of a ballot envelope or voting certificate used in a Condominium Association election is punishable as provided in s. 831.01, the theft or embezzlement of funds of a Condominium Association is punishable as provided in s. 812.014, and the destruction of or the refusal to allow inspection or copying of an official record of a Condominium Association that is accessible to Unit Owners within the time periods required by general law in furtherance of any crime is punishable as tampering with physical evidence as provided in s. 918.13 or as obstruction of justice as provided in chapter 843.

12.3 Removal from Office. An officer or director charged by information or indictment with a crime must be removed from office, and the vacancy shall be filled as provided in s. 718.112(2)(d)2. until the end of the officer's or director's period of suspension or the end of his or her term of office, whichever occurs first. If a criminal charge is pending against the officer or director, he or she may not be appointed or elected to a position as an officer or a director of any Association and may not have access to the official records of any Association, except pursuant to a court order. However, if the charges are resolved without a finding of guilt, the officer or director must be reinstated for the remainder of his or her term of office, if any.

ARTICLE VIII

BY-LAWS

The Amended and Restated Bylaws of the Association are as approved by the membership of the Association, and may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the Bylaws; with the vote of the Board alone permitted only if and as permitted in the Bylaws.

ARTICLE IX

AMENDMENTS TO THE ARTICLES OF INCORPORATION

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 9.1. Proposal. Amendments to these Articles may be proposed by resolution of the Board of Directors or by Written petition signed by the Owners of one-fourth (1/4) of the Units.

Section 9.2. Procedure; Notice and Format. Upon any amendment or amendments to these Articles being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the Owners' meeting of which a proposed amendment is considered by the Owners. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles. See ___ for present text."

Section 9.3. Vote Required. Except as otherwise provided by Florida Law, or by specific provision of the Condominium Documents, these Articles may be amended by concurrence of not less than a majority of the entire Board of Directors and not less than a majority of the voting interests of the entire membership. If the amendments were proposed by a written petition signed by the Owners pursuant to Section 9.1. above, then the concurrence of the Board of Directors shall not be required.

Section 9.4. Recording and Effective Date. A copy of each Amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida Law, and a copy certified by the Department of State shall be recorded in the Public Records of the County. The Certificate of the Amendment shall, on the first page, state the book and page of the Public Records where the Declaration is recorded. The Certificate shall be executed by any Officer with the formalities required for the recording of a deed. The Amendment shall be effective upon recording in the Public Records of the County. Exception. As to any Amendment to Article XI of these Articles, this Section 9.4 shall not apply.

Section 9.5. Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary:

A. No amendment shall operate to unlawfully discriminate against any Unit or class or group of Units. Further, no Amendment shall be made which discriminates against or affects the Unit Owners in less than all of the Condominiums operated by the Association without the approval of a majority of the Unit Owners within the Condominium(s) so discriminated against or affected.

B. An Amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

C. Article XI of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for The Harbours at Aberdeen Condominium, Inc. is:

Law Office of J.M. Cunha, Esq. Inc.

601 Heritage Drive Ste 424

Jupiter, FL 33458