

DECLARATION OF CONDOMINIUM
OF
SILVER BEACH CONDOMINIUM ONE
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DECLARATION OF CONDOMINIUM

OF

SILVER BEACH CONDOMINIUM ONE

THIS DECLARATION OF CONDOMINIUM is made by AMSPROP FLORIDA, LLC, a Florida limited liability company, hereinafter referred to as "DEVELOPER," for itself, its successors, grantees and assigns.

This Declaration Includes the Following Exhibits

Exhibit A - Legal Description, Survey and Plot Plan
Exhibit B - Undivided Share in the Common Elements
Exhibit C - Silver Beach Townhome Property
Exhibit D - Condominium Association Articles of Incorporation
Exhibit E - Condominium Association bylaws

WHEREIN, the DEVELOPER makes the following declarations:

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

1.1 Name. The name by which this CONDOMINIUM is to be identified is SILVER BEACH CONDOMINIUM ONE.

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

1.3 Effect of DECLARATION. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all UNIT OWNERS as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors

and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, and the ARTICLES and BYLAWS. Both the burdens imposed and the benefits derived shall run with each UNIT as herein defined.

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

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

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

2.3 ASSOCIATION means SILVER BEACH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the CONDOMINIUM.

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

2.5 BOARD means the Board of Directors of the ASSOCIATION.

2.6 BUILDING means and includes the building within the CONDOMINIUM which contains the UNITS.

2.7 BYLAWS means the bylaws of the ASSOCIATION, as same may be amended from time to time.

2.8 COMMON ELEMENTS means the portions of the CONDOMINIUM PROPERTY not included in the UNITS, and all other property declared as COMMON ELEMENTS herein and in the CONDOMINIUM ACT.

2.9 COMMON EXPENSES means all expenses properly incurred by the ASSOCIATION for the CONDOMINIUM which shall include, but not be limited to, the following:

2.9.1 Expenses of administration and management of the CONDOMINIUM PROPERTY and of the ASSOCIATION.

2.9.2 Expenses of operation, maintenance, repair, replacement or protection of the COMMON ELEMENTS and any ASSOCIATION property. Notwithstanding the foregoing, if the ASSOCIATION operates more than one CONDOMINIUM, the COMMON EXPENSES shall only include this CONDOMINIUM's share of such expenses for any ASSOCIATION PROPERTY which unless otherwise determined by the BOARD shall be equal to the number of UNITS in this CONDOMINIUM divided by the total number of units in all condominiums operated by the ASSOCIATION.

2.9.3 The cost of a master antennae television system or a duly franchised cable television service obtained pursuant to a bulk contract with the ASSOCIATION.

2.9.4 Costs of carrying out the powers and duties of the ASSOCIATION.

2.9.5 Any other expense, whether or not included in the foregoing, designated as COMMON EXPENSES by the CONDOMINIUM ACT or the CONDOMINIUM DOCUMENTS.

2.9.6 Any valid charge against the CONDOMINIUM as a whole.

2.9.7 All amounts payable by the ASSOCIATION to the COMMUNITY ASSOCIATION.

2.10 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION collected on behalf of the CONDOMINIUM (including, but not limited to, ASSESSMENTS, rents, profits and revenues on account of the COMMON ELEMENTS) over the amount of COMMON EXPENSES.

2.11 CONDOMINIUM means the condominium which is formed pursuant to this DECLARATION.

2.12 CONDOMINIUM ACT means the Florida Condominium Act, as it exists on the date of execution of this DECLARATION, as contained in Chapter 718 of the Florida Statutes.

2.13 CONDOMINIUM DOCUMENTS means this DECLARATION, the ARTICLES, the BYLAWS and any Rules and Regulations adopted by the BOARD, as amended from time to time.

2.14 CONDOMINIUM FORM OF OWNERSHIP means that form of ownership of real property created pursuant to the CONDOMINIUM ACT and which is comprised of UNITS that may be owned by one (1) or more persons, and there is, appurtenant to each UNIT, an undivided share in the COMMON ELEMENTS.

2.15 CONDOMINIUM PARCEL means a UNIT together with the undivided share in the COMMON ELEMENTS which is appurtenant to the UNIT.

2.16 CONDOMINIUM PROPERTY means the lands that are subjected to the CONDOMINIUM FORM OF OWNERSHIP by this DECLARATION or by any amendment hereto, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.

2.17 DECLARATION or DECLARATION of CONDOMINIUM means this instrument, as it may be amended from time to time.

2.18 DEVELOPER means and refers to the person or entity executing this DECLARATION, its successors, grantees, assigns, nominees, and designees. In the event the holder of any mortgage executed by the DEVELOPER, or any subsidiary or affiliate of the holder, obtains title to all or any portion of the CONDOMINIUM PROPERTY by foreclosure, or deed in lieu thereof, or other conveyance, such holder, or subsidiary or affiliate of the holder, shall become the DEVELOPER only if it so elects by written notice to the BOARD, except as otherwise provided by the CONDOMINIUM ACT or the rules promulgated thereunder, but regardless of such election the holder, or subsidiary or affiliate of the holder, shall have the right to assign any of the rights of the DEVELOPER as provided herein to any third party who acquires title to all or a portion of the CONDOMINIUM PROPERTY from the holder, or subsidiary or affiliate of the holder. In any event, any subsequent DEVELOPER shall not be liable for any defaults or obligations incurred by any prior DEVELOPER, except as same are expressly assumed by the subsequent DEVELOPER. The term "DEVELOPER" shall not include any person or entity acquiring title only to one or more UNIT(S) for which a certificate of occupancy has been issued by the controlling governmental authority, unless DEVELOPER specifically assigns its rights as developer to such person or entity, except for a mortgagee of the DEVELOPER who elects to be the DEVELOPER as set forth above.

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

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

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

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

3. CONDOMINIUM Improvements and UNITS.

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

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

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

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

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

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

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

3.3.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, and doors, 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.

3.3.4 Boundaries Further Defined. The boundaries of the UNIT shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each UNIT and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other UNITS

and/or for COMMON ELEMENTS. No part of the interior non-boundary walls within a UNIT shall be considered a boundary of the UNIT.

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

3.4 LIMITED COMMON ELEMENTS. The areas depicted as "LIMITED COMMON ELEMENTS" on Exhibit "A" of this DECLARATION, if any, shall be LIMITED COMMON ELEMENTS of the contiguous UNIT, or the UNIT otherwise designated, for the exclusive use and enjoyment of the UNIT OWNER and residents of the UNIT, and their guests and invitees. In addition, the following shall be LIMITED COMMON ELEMENTS:

3.4.1 The LIMITED COMMON ELEMENTS of any UNIT shall include the balcony outside of the UNIT which is accessible only from the UNIT, as shown on Exhibit "A".

3.4.2 Automobile Parking Spaces. The COMMON ELEMENTS include parking areas for automobiles of the UNIT OWNERS and residents of the CONDOMINIUM, their guests and invitees. The ASSOCIATION shall assign one parking space for each unit on the second through 6th floors (201-603), and two spaces for each unit on the seventh floor (701 and 702), for the exclusive use of the UNIT OWNER(S) or any resident of the assigned UNIT, and their guests and invitees. Any parking space(s) assigned to a UNIT shall become a LIMITED COMMON ELEMENT appurtenant to such UNIT. No UNIT OWNER or resident of any UNIT, and none of their guests and invitees, shall park in a parking space assigned to another UNIT. All other parking spaces will be for the general use of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees. Notwithstanding anything contained or to the contrary, so long as the DEVELOPER owns any UNIT in the CONDOMINIUM, the DEVELOPER and not the ASSOCIATION shall have the right to assign parking spaces as LIMITED COMMON ELEMENTS of the UNITS.

3.4.3 Developer's Right to Install and Maintain a Parking Lift in the Parking Space Assigned to Unit 701. The DEVELOPER, or its nominee, shall have the right to install and maintain, at its own and sole expense, a parking lift in and upon the parking space assigned to Unit 701. This right to install and maintain the parking lift shall be a covenant running with Unit 701.

3.4.3 Transfers. 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 then assigned parking space(s). In addition, a UNIT OWNER shall not reassign or otherwise transfer his right to use his then assigned parking space(s) without the express prior written consent of the BOARD.

4. Easements and Restrictions. Each of the following easements is hereby created, all of which shall be nonexclusive easements and shall run with the land of the CONDOMINIUM and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the CONDOMINIUM.

4.1 Pedestrian and Vehicular Traffic.

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

4.2 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the CONDOMINIUM, and over, under, on and across the COMMON ELEMENTS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the CONDOMINIUM PROPERTY. 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, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. Easements through a UNIT shall be only according to the plans and specifications for the BUILDING or as the BUILDING is actually constructed, or reconstructed, unless approved in writing by the UNIT OWNER of the UNIT. A UNIT OWNER shall do nothing within or outside his UNIT that interferes with or impairs the utility services using these easements. The ASSOCIATION or its designee shall have a right of access to each UNIT 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.

4.3 Support. Every portion of a UNIT contributing to the support of the 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.

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

4.5 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.

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

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

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

4.9 Additional Easements. The ASSOCIATION, on its behalf and on behalf of all UNIT OWNERS, shall have the right to (i) grant and declare additional easements, licenses and permits over, upon, under, and/or across the COMMON ELEMENTS and the ASSOCIATION PROPERTY in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements, licenses and permits within or outside of the CONDOMINIUM in favor of the ASSOCIATION and/or the UNIT OWNERS or in favor of any person, entity, public or quasi-public authority, or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the CONDOMINIUM, or any portion thereof, or for the health, safety or welfare of the UNIT OWNERS, or for any other reason or purpose. This section does not authorize the ASSOCIATION to modify, relocate, abandon or terminate any easement, license or permit created in whole or in part for the use or benefit of anyone other than the UNIT OWNERS, or crossing the property of anyone other than the UNIT OWNERS, without their consent or approval as otherwise required by law or by the instrument creating the easement. So long as such additional easements, licenses or permits, or the modification, relocation or abandonment of existing easements, licenses or permits 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.

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

5. Ownership.

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

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

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

7. Undivided Share in the COMMON ELEMENTS. Each UNIT shall have an undivided share in the COMMON ELEMENTS as an appurtenance to the UNIT, which undivided share shall be based upon the approximate square footage of the UNIT. In accordance with the foregoing, each UNIT's present undivided share in the COMMON ELEMENTS is set forth in Exhibit "B" attached hereto.

8. COMMON EXPENSE and COMMON SURPLUS.

8.1 Each UNIT OWNER will be responsible for a proportionate share of the COMMON EXPENSES, equal to the undivided share in the COMMON ELEMENTS appurtenant to the UNIT OWNER's UNIT as determined above. In the event the ASSOCIATION operates more than one condominium, the COMMON EXPENSES of this CONDOMINIUM shall include all expenses specifically relating to this CONDOMINIUM, as well as this CONDOMINIUM's share of all mutual expenses relating to this and other condominiums operated by the ASSOCIATION, as reasonably determined by the BOARD.

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

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

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

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

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

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

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

All incidental damage caused to a UNIT by such work, or caused by any leaking water or other cause emanating from the COMMON ELEMENTS shall be promptly repaired at the expense of the ASSOCIATION. Notwithstanding the foregoing or anything contained herein to the contrary, the ASSOCIATION will not be responsible for damage to any floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets, or any personal property of any UNIT OWNER.

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

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

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

a LIMITED COMMON ELEMENT of the UNIT.

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

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

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

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

9.5 Notwithstanding anything contained herein to the contrary, except for the willful acts or gross negligence of a UNIT OWNER, no UNIT OWNER shall be liable for any damage to the COMMON ELEMENTS, or any LIMITED COMMON ELEMENTS, or any other UNIT, or any improvements or personal property located therein, caused by fire, leaking water, or other cause emanating from the UNIT OWNER's UNIT, and each UNIT OWNER shall be responsible for repairing any such damage to his own UNIT, or improvements or personal property located therein, to the extent the cost of same is not covered by insurance.

10. Additions, Alterations or Improvements.

10.1 By the ASSOCIATION. The ASSOCIATION shall not make any material addition, alteration, change or improvement to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY without the approval of the UNIT OWNERS, provided, however, that the approval of at least two-thirds (2/3) of all the UNIT OWNERS shall be required as to any addition, alteration, change or improvement which (i) substantially changes any recreational facility which is a COMMON ELEMENT or ASSOCIATION PROPERTY, or (ii) would cost, when combined with any other additions, alterations or improvements made during the calendar year, the sum of Four Hundred (\$400.00) Dollars multiplied by the number of UNITS in the CONDOMINIUM as of the time such addition, alteration or improvement is to be made. The foregoing approval shall in no event apply with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON ELEMENTS or ASSOCIATION PROPERTY. The cost and expense of any such addition, alteration, change or improvement to the COMMON ELEMENTS and this CONDOMINIUM's share of such cost and expense as to any ASSOCIATION

PROPERTY, shall constitute a part of the COMMON EXPENSES and shall be assessed to the UNIT OWNERS as COMMON EXPENSES. Any addition, alteration, change or improvement to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY made by the ASSOCIATION shall be made in compliance with all laws, rules, ordinances, and regulations of all controlling governmental authorities. The acquisition of property by the ASSOCIATION, and material amendments or substantial additions to such property or the COMMON ELEMENTS by the ASSOCIATION in accordance with Florida Statutes, Section 718.111(7) or 718.113 shall not be deemed to constitute a material alteration or modification of the appurtenances to the UNITS.

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

11. Determination of COMMON EXPENSES and ASSESSMENTS.

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

COMMON SURPLUS. ASSESSMENTS will commence upon the conveyance of the first UNIT by the DEVELOPER, and prior to such commencement date the DEVELOPER will be responsible for all COMMON EXPENSES of the CONDOMINIUM. ASSESSMENTS for any UNIT added to the CONDOMINIUM will commence on the first day of the month after the UNIT is added, or upon the conveyance of the UNIT by the DEVELOPER, whichever occurs first.

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

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

12.1 Liability for ASSESSMENTS and Other Monies. A UNIT OWNER, regardless of how the UNIT OWNER's title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all ASSESSMENTS coming due and other monies owed to the ASSOCIATION while he is the UNIT OWNER. Additionally, a UNIT OWNER is jointly and severally liable with the previous UNIT OWNER for all unpaid ASSESSMENTS that became due up to the time of transfer of title, and for any other monies owed to the ASSOCIATION by the prior UNIT OWNER of the UNIT up to the time of the conveyance. This liability is without prejudice to any right the UNIT OWNER may have to recover from the previous UNIT OWNER the amounts paid by the UNIT OWNER. The person acquiring title shall pay the amount owed to the ASSOCIATION within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the ASSOCIATION to record a claim of lien against the UNIT and proceed in the same manner as provided in this section for the collection of unpaid ASSESSMENTS. However, no UNIT OWNER shall be liable for any ASSESSMENTS or other monies owed to the ASSOCIATION by the DEVELOPER.

12.2 Late Fees and Interest. If any ASSESSMENT or other monies owed to the ASSOCIATION are not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER an administrative late fee equal to the greater of \$25.00 or 5% of each installment of the amount of the ASSESSMENT or other monies owed, plus interest at the then highest rate of interest allowable by law, but not greater than 18% percent per year, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT or other monies owed to the ASSOCIATION, then the ASSESSMENT or other monies shall be due ten (10) days after written demand by the ASSOCIATION. The ASSOCIATION may waive the payment of any or all late fees or interest in the discretion of the ASSOCIATION. Any payment received by the ASSOCIATION shall be applied first to any interest accrued by the ASSOCIATION, then to any late fee, then to any costs and reasonable attorneys' fees incurred in the collection, and then to the delinquent ASSESSMENT(S). The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying any payment.

12.3 Lien for ASSESSMENTS and Other Monies Owed to the ASSOCIATION. The ASSOCIATION has a lien on each CONDOMINIUM PARCEL to secure the payment of ASSESSMENTS, which lien is provided by Florida Statutes, Section 718.116, and is also hereby established, and the ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any other monies owed to the ASSOCIATION, which lien is hereby established, with interest and for costs and attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENTS or other monies, or enforcement of the lien. Notwithstanding the foregoing, the ASSOCIATION shall not have a lien for any monies owed to the ASSOCIATION where such lien is prohibited by the CONDOMINIUM ACT. The lien is effective from and shall relate back to the recording of the DECLARATION. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the public records in the county in which the CONDOMINIUM PARCEL is located. To be valid, a claim of lien must state the description of the CONDOMINIUM PARCEL, the name of the record UNIT OWNER, the name and address of the ASSOCIATION, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the ASSOCIATION. No such lien shall be effective longer than 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is

commenced. The 1 year period shall automatically be extended for any length of time during which the ASSOCIATION is prevented from filing a foreclosure action by automatic stay resulting from a bankruptcy petition filed by the UNIT OWNER or any other person claiming an interest in the UNIT. The claim of lien shall secure all unpaid ASSESSMENTS or other monies owed to the ASSOCIATION which are due upon and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the ASSOCIATION incident to the collection process. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien. By recording a notice in substantially the following form, a UNIT OWNER or his agent or attorney may require the ASSOCIATION to enforce a recorded claim of lien against his UNIT:

NOTICE OF CONTEST OF LIEN

To: ... Name and Address of Association...

You are notified that the undersigned contests the claim of lien filed by you on _____, 200____, and recorded in Official Records Book _____, at Page _____, of the Public Records of _____ County, Florida, and at the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.

Executed this ____ day of _____, 200____.

Signed: (Owner or Attorney)

After service of the above-referenced notice of contest of lien as provided by the CONDOMINIUM ACT, the ASSOCIATION has 90 days in which to file an action to enforce the lien; and, if the option is not filed within the 90 day period, the lien is void. The foregoing 90 day period may be extended as provided in the CONDOMINIUM ACT.

12.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose its lien for ASSESSMENTS or other monies owed to the ASSOCIATION in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS or other monies without waiving any claim of lien, and the applicable UNIT OWNER shall be liable to the ASSOCIATION for all costs incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS or other monies, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees. However, no foreclosure judgment may be entered until at least thirty (30) days after the ASSOCIATION gives written notice to the UNIT OWNER of its intention to foreclose its lien to collect the unpaid ASSESSMENTS or other monies, and other sums secured by the claim of lien. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the ASSOCIATION shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the UNIT OWNER or by certified or registered mail, return receipt requested, addressed to the UNIT OWNER at his last known address, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. If, after diligent search and inquiry, the ASSOCIATION cannot find the UNIT OWNER or a mailing address at which the UNIT OWNER will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the UNIT OWNER records a notice of contest of lien as provided by the CONDOMINIUM ACT. The notice requirements of this section shall not apply if an action to foreclose a mortgage on the UNIT is pending before any court, if the ASSOCIATION's rights would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the UNIT OWNER. The BOARD is authorized to settle and compromise any claims the ASSOCIATION may have against a UNIT OWNER if the BOARD deems a settlement or compromise desirable.

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

12.6 Liability of First Mortgagee for ASSESSMENTS or Other Monies Owed to the ASSOCIATION. The liability of a first mortgagee or its successor or assignees who acquire title to a UNIT by foreclosure or by deed in lieu of foreclosure for the unpaid ASSESSMENTS that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

12.6.1 The UNITS unpaid COMMON EXPENSES and regular periodic ASSESSMENTS which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the ASSOCIATION; or

12.6.2 One percent of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the ASSOCIATION as a defendant in the foreclosure action. Joinder of the ASSOCIATION is not required if, on the date the complaint is filed, the ASSOCIATION was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

Notwithstanding the foregoing, in the event the CONDOMINIUM ACT is hereafter amended to reduce or eliminate the liability of a first mortgagee or other person who acquires title to a UNIT by foreclosure or by deed in lieu of foreclosure, the first mortgagee or person so acquiring title shall receive the benefit of such reduced or eliminated liability.

12.7 Certificate of Unpaid ASSESSMENTS and Other Monies Owed to the ASSOCIATION. Within fifteen (15) days after receiving a written request therefore from a UNIT OWNER, a UNIT purchaser, or any INSTITUTIONAL LENDER holding, insuring, or guaranteeing a mortgage encumbering an UNIT, or any person or entity intending to purchase a UNIT or provide a mortgage loan encumbering a UNIT, the ASSOCIATION shall provide a certificate signed by an officer or agent of the ASSOCIATION stating all ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER with respect to the CONDOMINIUM PARCEL. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby. A summary proceeding pursuant to Florida Statutes, Section 51.011 may be brought to compel compliance with this subsection, and in any such action the prevailing party is entitled to recover reasonable attorney's fees.

12.8 Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies owed to the ASSOCIATION as provided herein; and next towards any unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS or other monies were due.

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

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

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

13.3 Limitation Upon Liability of ASSOCIATION. Notwithstanding the duty of the ASSOCIATION to maintain and repair portions of the CONDOMINIUM PROPERTY, the ASSOCIATION shall not be liable to UNIT OWNERS for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the ASSOCIATION or caused by the elements or other owners or persons.

13.4 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his UNIT.

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

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

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

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

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

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

14.1 Purchase, Custody and Payment of Policies.

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

14.1.2 Approval By INSTITUTIONAL LENDERS. Each INSTITUTIONAL LENDER will have the right upon reasonable notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer, limits, and coverage of all insurance purchased by the ASSOCIATION, and the insurance trustee, and to require the ASSOCIATION to purchase insurance or to obtain an insurance trustee complying with the

reasonable and customary requirements of the INSTITUTIONAL LENDER. If the ASSOCIATION fails to pay insurance premiums when due, or fails to comply with the insurance requirements of this DECLARATION, any INSTITUTIONAL LENDER shall have the right to order insurance policies complying with this DECLARATION and to advance any sums required to maintain or procure such insurance, and will then be subrogated to the assessment and lien rights of the ASSOCIATION for the payment of such sums as a COMMON EXPENSE. In the event of a conflict between INSTITUTIONAL LENDERS, the decision of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

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

14.1.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments in excess of \$25,000.00 for losses made by the insurer on account of casualty to any portion of the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY shall be paid to the Insurance Trustee, and copies of all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

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

14.1.6 Termination of Insurance. All insurance policies purchased by the ASSOCIATION shall provide that they may not be canceled 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.

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

14.2 Coverage.

14.2.1 Casualty. The CONDOMINIUM PROPERTY and all ASSOCIATION PROPERTY, are to be insured pursuant to a "blanket" or "master" type casualty insurance policy containing a replacement cost or similar endorsement in an amount equal to 100% of the then current replacement cost (excluding foundation, excavating costs, and other items normally excluded from coverage) as determined by the ASSOCIATION's casualty insurance company. The deductible amount under the casualty policy shall not exceed \$5,000.00 or such greater amount as is approved by the UNIT OWNERS. Such coverage shall afford protection against:

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

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

14.2.1.3 The casualty insurance policy shall cover, among other things, all COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and all of the UNITS within the CONDOMINIUM including, but not limited to, partition walls, doors, windows and stairways. The

casualty insurance policy shall not include UNIT floor coverings, wall coverings or ceiling coverings, and does not include the following equipment if it is located within a UNIT and the UNIT OWNER is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters or built-in cabinets.

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

14.2.3 Directors and Officers Liability Coverage in an amount of not less than \$1,000,000.00.

14.2.4 Fidelity Bonds. The ASSOCIATION shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the ASSOCIATION. As used in this paragraph, the term "persons who control or disburse funds of the ASSOCIATION" means those individuals authorized to sign checks, and the president, secretary and treasurer of the ASSOCIATION. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the ASSOCIATION or its management agent at any one time.

14.2.5 Flood Insurance, Workman's Compensation Insurance, and Such Other Insurance as the ASSOCIATION shall determine from time to time to be desirable, or as may be required by law, or as may reasonably be required by an INSTITUTIONAL LENDER pursuant to Paragraph 14.1.2, and as is customarily obtained with respect to condominiums similar in construction, location, and use to this CONDOMINIUM, such as, where applicable, contractual and all-written contract insurance, employers' liability insurance, and comprehensive automobile liability insurance.

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

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

14.3 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE. Notwithstanding the foregoing, as to any insurance policies for ASSOCIATION PROPERTY, only the portion thereof allocable to this CONDOMINIUM shall be a COMMON EXPENSE.

14.4 Insurance Trustee. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds in excess of \$25,000 covering casualty losses shall be paid to any

national or state bank whose deposits are insured by the F.D.I.C. or by the federal or state government, trust company, or other independent financial institution in the vicinity of the CONDOMINIUM with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the UNIT OWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee. Notwithstanding the foregoing, so long as the DEVELOPER appoints a majority of the directors of the ASSOCIATION, unless any INSTITUTIONAL LENDER otherwise requires by written notice to the ASSOCIATION, no Insurance Trustee will be required, and all references in this DECLARATION to an Insurance Trustee shall refer to the ASSOCIATION where the context requires. Furthermore, unless any INSTITUTIONAL LENDER otherwise requires by written notice to the ASSOCIATION, no Insurance Trustee shall be required if the insurance company providing casualty insurance agrees to disburse the proceeds from casualty losses directly toward the payment of the expenses of making any necessary repairs and restorations, and in accordance with the provisions of this DECLARATION, and in that event all references in this DECLARATION to an Insurance Trustee shall refer to the insurance company where the context requires.

14.4.1 COMMON ELEMENTS. Proceeds on account of damage to COMMON ELEMENTS shall be held in as many undivided shares as there are UNITS, the share of each UNIT OWNER being the same as his share in the COMMON ELEMENTS, as same are hereinabove stated.

14.4.2 UNITS. Proceeds on account of damage to UNITS shall be held in the following undivided shares:

14.4.2.1 As to any damaged UNITS which are to be repaired and restored, the proceeds on account of damage to such UNITS shall be held for the owners of such UNITS in proportion to the cost of repairing the damage suffered by each UNIT OWNER.

14.4.2.2 As to damaged UNITS which are not to be repaired and restored as elsewhere provided, the proceeds on account of damage to such UNITS shall be held for the owners of all such UNITS, each OWNER'S share being in proportion to the amount of such proceeds to be paid to the OWNER as hereafter set forth.

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

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

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

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

14.5.2 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to UNIT OWNERS and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a UNIT and may be enforced by such mortgagee.

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

14.5.4 Certificate. In making distribution to UNIT OWNERS and their mortgagees, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by the President and Secretary as to the names of the UNIT OWNERS and mortgagees together with their respective shares of the distribution.

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

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

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

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

15. Reconstruction or Repair After Casualty.

15.1 Determination to reconstruct or repair. If any part of the CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY is damaged or destroyed by casualty, whether or not the damage will be reconstructed or repaired shall be determined in the following manner:

15.1.1 COMMON ELEMENTS. If the damaged improvement is a COMMON ELEMENT and is not part of the BUILDING, the damaged improvement shall be reconstructed or repaired unless two-thirds (2/3) of the UNIT OWNERS vote not to reconstruct or repair such improvement, or unless the CONDOMINIUM is terminated.

15.1.2 ASSOCIATION PROPERTY. If the damaged improvement is to ASSOCIATION PROPERTY, the damaged improvement shall be reconstructed or repaired unless members having two-thirds (2/3) of the voting interests of the ASSOCIATION elect not to reconstruct or repair such improvement or unless each CONDOMINIUM operated by the ASSOCIATION is terminated.

15.1.3 BUILDING. In the event of damage to or destruction of the BUILDING, same shall be reconstructed or repaired, except as hereafter provided.

15.1.3.1 If 25% or more of the UNITS are very substantially damaged or destroyed, or if the cost of reconstructing or repairing the BUILDING would exceed 25% of the total cost of constructing the BUILDING as estimated by a contractor approved by the ASSOCIATION, then as soon as practical after such damage or destruction a special meeting of the UNIT OWNERS shall be called to determine whether the damage or destruction will be reconstructed and repaired. The BOARD may in its discretion call a meeting of the UNIT OWNERS to determine whether to reconstruct or repair any other damage.

15.1.3.2 The BUILDING shall be reconstructed or repaired unless 2/3 of the UNIT OWNERS within the BUILDING, and a majority of the other UNIT OWNERS in the CONDOMINIUM, vote to not reconstruct or repair the BUILDING and to terminate the CONDOMINIUM, and same is approved by INSTITUTIONAL LENDERS representing at least a majority of the votes of UNITS subject to first mortgages held by INSTITUTIONAL LENDERS.

15.1.3.3 If at any meeting called to determine whether to repair the BUILDING a sufficient number of UNIT OWNERS do not appear to vote, or the UNIT OWNERS do not vote to not reconstruct or repair the BUILDING, or if as a result of extensive damage or destruction to the CONDOMINIUM it is impossible or impractical to hold a meeting for such purpose, the ASSOCIATION by vote of a majority of the directors may elect to proceed to reconstruct or repair the BUILDING.

15.1.3.4 Notwithstanding anything contained herein or to the contrary, if it is determined that the BUILDING will not be reconstructed or repaired, the net proceeds of insurance resulting from such damage or destruction to the BUILDING shall first be used to remove the BUILDING and place the ground containing same in a neat and safe condition, and the balance shall be used and distributed in accordance with the provisions of Paragraph 21.

15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements (subject to modifications made to comply with the requirements of any controlling governmental authority), portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by 2/3 of the UNIT OWNERS, and by INSTITUTIONAL LENDERS representing at least a majority of the votes of UNITS subject to first mortgages held by INSTITUTIONAL LENDERS, and by the UNIT OWNERS of all UNITS (and their respective INSTITUTIONAL LENDERS), the plans for which are to be altered, which approval shall not be unreasonably withheld.

15.3 Responsibility. The ASSOCIATION shall be responsible for the reconstruction or repair of any COMMON ELEMENTS, LIMITED COMMON ELEMENTS, or ASSOCIATION PROPERTY, and shall also be responsible for the reconstruction or repair of the UNITS, including the fixtures, installations, and additions therein initially installed, or replacements thereof of like kind or quality or which are not more expensive to reconstruct or repair than that originally installed by the DEVELOPER (unless any excess cost is paid by the proceeds of the ASSOCIATION's casualty insurance policy or by the applicable UNIT OWNER), except as hereafter set forth. Notwithstanding the foregoing, the ASSOCIATION shall not be responsible for repairing or restoring the following within any UNIT, which shall be the responsibility of the UNIT OWNER: (i) improvements, fixtures, or installations which are not of like kind or quality, or which would be more expensive to repair or replace, than that originally installed by the DEVELOPER, unless the UNIT OWNER pays any additional cost of reconstructing or repairing same to the extent such additional cost is not paid out of the proceeds of the ASSOCIATION's casualty insurance policy (ii) any improvements or property which are required to be excluded from coverage under the ASSOCIATION's casualty insurance policy pursuant to the CONDOMINIUM ACT, or (iii) any furniture, furnishings, or other personal property which are supplied by any UNIT OWNER or tenant of a UNIT OWNER. The Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

15.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the ASSOCIATION has the responsibility of reconstruction and repair, the ASSOCIATION shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

15.5 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the ASSOCIATION, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, the UNIT OWNERS shall pay any deficiency. For damage to UNITS or other areas or improvements to be maintained by a UNIT OWNER, each affected UNIT OWNER shall pay a

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

15.6 Deductible Provision. The UNIT OWNERS shall be responsible for the payment of any deductible under the ASSOCIATION's casualty insurance policy, in the same manner as the UNIT OWNERS are responsible for the payment of any excess costs of reconstruction and repair as set forth in Paragraph 15.5 above.

15.7 Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance paid on account of the ASSOCIATION's casualty insurance policy and funds collected by the ASSOCIATION from the UNIT OWNERS shall be disbursed in payment of such costs in the following manner:

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

15.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty and the funds deposited with the Insurance Trustee by the ASSOCIATION from collections from the UNIT OWNERS on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

15.7.2.1 ASSOCIATION Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is less than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the ASSOCIATION; provided, however, that upon request to the Insurance Trustee by an INSTITUTIONAL LENDER which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

15.7.2.2 ASSOCIATION Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the ASSOCIATION and upon approval of an architect qualified to practice in the State of Florida and employed by the ASSOCIATION to supervise the work.

15.7.2.3 UNIT OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION, such balance shall next be distributed to owners of damaged UNITS that will be reconstructed or repaired who have responsibility for reconstruction and repair of their UNITS. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged UNIT bears to the total of these costs in all damaged units; provided, however, that no UNIT OWNER shall be paid an amount in excess of the actual costs of reconstruction and repair for his UNIT. If there is a mortgage upon a UNIT, the distribution shall be paid to the UNIT OWNER and the mortgagee jointly and they may use the proceeds as they may determine.

15.7.2.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner

which is not in excess of amounts paid by such owner into the construction fund shall not be made payable to any mortgagee.

15.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by UNIT OWNERS shall be deposited by the ASSOCIATION with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the ASSOCIATION or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the amounts paid by UNIT OWNERS. Instead, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a UNIT OWNER and further provided that when the ASSOCIATION or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the ASSOCIATION shall first be obtained by the ASSOCIATION for disbursements in payment of costs of reconstruction and repair.

16. Condemnation and Eminent Domain.

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

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

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

16.4 Disbursement of Funds. If the CONDOMINIUM is terminated after condemnation or eminent domain proceedings, the proceeds of the awards will be deemed to be CONDOMINIUM PROPERTY and shall be owned and distributed in the manner provided for insurance proceeds if the CONDOMINIUM is terminated after a casualty. If the CONDOMINIUM is not terminated after condemnation or eminent domain proceedings, the size of the CONDOMINIUM will be reduced, the UNIT OWNERS of condemned or taken UNITS will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

16.5 Taking of COMMON ELEMENTS or ASSOCIATION PROPERTY. Awards for the taking of COMMON ELEMENTS or ASSOCIATION PROPERTY, not including the BUILDING, shall be used to make the remaining portion of the COMMON ELEMENTS or ASSOCIATION PROPERTY usable in the manner approved by the BOARD; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS or

ASSOCIATION PROPERTY. The balance of the awards for the taking of COMMON ELEMENTS or ASSOCIATION PROPERTY, if any, shall be distributed to the UNIT OWNERS in the shares in which they own the COMMON ELEMENTS after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a UNIT, the distribution shall be paid jointly to the owner and the mortgagee(s) of the UNIT. Notwithstanding the foregoing, the balance of any award for the taking of ASSOCIATION PROPERTY shall be distributed among the various CONDOMINIUMS operated by the ASSOCIATION in direct proportion to each CONDOMINIUM's responsibility for the payment of expenses of the ASSOCIATION PROPERTY.

16.6 Amendment of DECLARATION. The changes in UNITS, in the COMMON ELEMENTS and in the ownership of the COMMON ELEMENTS that are effected by condemnation shall be evidenced by an amendment of the DECLARATION of CONDOMINIUM that need be approved only by the BOARD.

17. Use Restrictions. The use of the property of the CONDOMINIUM shall be in accordance with the following provisions:

17.1 UNITS.

17.1.1 Residential Use. Each of the UNITS shall be occupied and used only for residential purposes, and not for business, commercial or other purposes.

17.1.2 Maximum Number of Occupants. With the exception of temporary occupancy by visiting guests, no UNIT may be occupied by more than two (2) persons for each bedroom in the UNIT, without the prior written consent of the ASSOCIATION. The BYLAWS or the Rules and Regulations of the ASSOCIATION may define visiting guests, and limit the number of visiting guests permitted in any UNIT at any time, and the maximum length of time a visiting guest may reside in any UNIT.

17.1.3 No Division. No UNIT may be divided or subdivided into a smaller UNIT or any portion thereof sold or otherwise transferred without first amending this DECLARATION to reflect the changes in the UNITS to be affected thereby.

17.2 Exterior Appearance. Without limiting the provisions of Paragraph 10.2 of this DECLARATION, no UNIT OWNER shall cause or permit his terrace, balcony, garden area, or patio (except as originally constructed by DEVELOPER) to be enclosed or screened in, nor shall any UNIT OWNER cause or permit his terrace, balcony, garden area, or patio to be increased in size, the configuration thereof altered, or awnings installed thereon, or on the exterior of the BUILDING. No UNIT OWNER shall cause or permit any doors, windows or screening on the exterior of his UNIT to be added, modified or removed, nor shall any UNIT OWNER in any manner change the exterior appearance of his UNIT or the BUILDING or any COMMON ELEMENT, except for purposes of repair or replacement required to be made by the UNIT OWNER, and any such repair or replacement shall be in substantial conformity with that originally installed by the DEVELOPER or last approved by the ASSOCIATION. No UNIT OWNER shall install or permit to be installed in his UNIT electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his UNIT or the BUILDING. No UNIT OWNER shall place signs or written material on the windows of his UNIT, or on the exterior of the CONDOMINIUM PROPERTY. No UNIT OWNER shall install any trees, shrubbery, flowers, or other landscaping on the exterior of any CONDOMINIUM PROPERTY, and no UNIT OWNER shall remove or alter any such landscaping installed by the ASSOCIATION. UNIT OWNERS may place tasteful patio furniture and plants on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a slightly condition, and the ASSOCIATION shall have the right to require any UNIT OWNER to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the CONDOMINIUM PROPERTY, which the ASSOCIATION deems unsightly or potentially dangerous.

17.3 Leasing. Any lease of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, BYLAWS, and Rules and Regulations of the ASSOCIATION, and a copy delivered to the ASSOCIATION prior to occupancy by the tenant(s). Without the prior written consent of the BOARD, which may be withheld in the BOARD's sole discretion, no lease of

a UNIT shall be for a term of less than three (3) months, or more than one (1) year, and no UNIT may be leased more than once in any consecutive 12 month period. During the term of any lease the BOARD, for good cause, may direct the UNIT OWNER of a leased UNIT to not re-lease the UNIT to the existing tenant(s), or extend or renew any existing lease, and in that event the UNIT OWNER shall not re-lease to the existing tenant, or extend or renew the existing lease, and any provisions of the lease granting the tenant(s) the right to extend or renew the lease, or to re-lease the UNIT, shall be of no force or effect. For purposes of this paragraph, any person(s) occupying a UNIT in the absence of the UNIT OWNER shall be deemed occupying the UNIT pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy.

17.4 Pets. Except with the written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, no more than two cats, two dogs, or one cat and one dog, are permitted in any UNIT, and the total weight of the pet(s) in any UNIT shall not exceed 40 pounds. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures. All other pets are prohibited. No pit bull terriers are permitted without the consent of the BOARD. No pet is permitted that creates an unreasonable source of noise or annoyance to other residents of the CONDOMINIUM. No pet may be kept outside of any UNIT in the absence of any resident of the UNIT. The keeping of a dog or other domestic pet at the CONDOMINIUM is not a right of a UNIT OWNER, but is a conditional license which is subject to termination at any time by the BOARD upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. If any such conditional license is revoked, the UNIT OWNER shall remove his pet from the CONDOMINIUM immediately. The BYLAWS or the Rules and Regulations of the ASSOCIATION may further provide for reasonable rules and regulations regarding pets.

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

17.6 Nuisances. No nuisances shall be allowed upon the CONDOMINIUM PROPERTY; and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by its residents shall be permitted. All parts of the CONDOMINIUM PROPERTY shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No UNIT OWNER shall permit any use of his UNIT or of the COMMON ELEMENTS which will increase the rate of insurance upon the CONDOMINIUM PROPERTY.

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

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

17.9 Proviso. Provided, however, that until the DEVELOPER has completed all of the contemplated improvements and closed the sales of all of the UNITS within this CONDOMINIUM, and the property described in Exhibit "C" attached hereto, neither the UNIT OWNERS nor the ASSOCIATION shall interfere with the completion of all contemplated improvements and the sale or leasing of all UNITS within the CONDOMINIUM and within the property described in Exhibit "C" attached hereto, and the DEVELOPER may make such use of the unsold UNITS and COMMON ELEMENTS as may facilitate such completion and sale or leasing including, but not limited to, maintenance of a sales or leasing office, the showing of the CONDOMINIUM PROPERTY and DEVELOPER-owned UNITS and the display of signs. DEVELOPER shall further have the right to

use any UNITS it owns as a construction, sales or leasing office or model in connection with any other property owned by DEVELOPER or any affiliate of DEVELOPER.

18. Sale, Transfer and Leasing of UNITS. In order to maintain a community of congenial and financially responsible UNIT OWNERS and to protect the value of the UNITS within the CONDOMINIUM, the sale, transfer and leasing of UNITS shall be subject to the following provisions:

18.1 Notice to ASSOCIATION. If a UNIT OWNER intends to sell, transfer or lease his UNIT, or any interest therein, then prior to such sale, transfer or lease, the UNIT OWNER shall give the ASSOCIATION (i) written notice of such intention, together with the name and address of the intended purchaser, transferee or tenant, and such other information concerning any intended purchaser, transferee or tenant as the ASSOCIATION may reasonably request, (ii) an executed copy of the written agreement pursuant to which the sale, transfer or lease is intended to be consummated, and (iii) a nonrefundable fee in the amount of \$100.00, or such greater amount as is established by the BOARD from time to time, which in any event shall not exceed any maximum amount provided by law. In the case of a proposed sale or voluntary transfer of a UNIT, the notice may provide that if the ASSOCIATION disapproves same, the ASSOCIATION will be required to purchase, or designate a purchaser for, the UNIT. In the case of a proposed lease, the notice may provide that if the ASSOCIATION disapproves same, the ASSOCIATION will be required to designate a tenant for the UNIT. If a UNIT OWNER acquires title to a UNIT by devise, bequest, inheritance, or by any manner other than a voluntary conveyance by the prior UNIT OWNER, such UNIT OWNER shall upon his acquisition of title give the ASSOCIATION written notice of such acquisition, together with such information concerning the UNIT OWNER as the ASSOCIATION may reasonably request, and also together with a certified copy of the instrument evidencing the UNIT OWNER's title.

18.2 Failure to Give Notice. If the notice to the ASSOCIATION herein required is not given, then at any time after receiving knowledge of a transaction or event whereby a UNIT is sold, transferred or leased, the ASSOCIATION, at its election and without notice, may approve or disapprove the transaction or ownership, or act as if it had been given the appropriate notice as of the date it receives knowledge of the transaction.

18.3 ASSOCIATION's Rights Upon Receipt of Notice. Within thirty (30) days after receipt of the notice, information, documents and fee required above, the ASSOCIATION shall by written notice to the UNIT OWNER either:

18.3.1 Approve. Approve the transaction or the acquisition of title, which approval shall be in recordable form and shall be executed by any officer or director of the ASSOCIATION.

18.3.2 Disapprove. The ASSOCIATION may disapprove the transaction by written notice to the UNIT OWNER. If the ASSOCIATION disapproves a sale or transfer of a UNIT, the ASSOCIATION will be required to purchase the UNIT pursuant to paragraphs 18.4 or 18.5 below if, and only if, (i) the UNIT has been transferred by devise, inheritance or other involuntary manner on the part of the new UNIT OWNER, or (ii) the notice to the ASSOCIATION provides that the ASSOCIATION must purchase or designate a purchaser for the UNIT if the ASSOCIATION disapproves the sale or transfer. If the ASSOCIATION disapproves a lease of a UNIT, the ASSOCIATION will be required to designate a tenant for the UNIT pursuant to paragraph 18.6.2 below if, and only if, the notice to the ASSOCIATION provides that the ASSOCIATION must do so upon the disapproval of the proposed lease. Notwithstanding the foregoing, if the ASSOCIATION disapproves a sale or transfer of a UNIT or the lease of a UNIT because the existing UNIT OWNER owes any money to the ASSOCIATION or because occupancy by the new UNIT OWNER or tenant would violate any provision of this DECLARATION or the Rules and Regulations, the ASSOCIATION will not be required to purchase the UNIT or designate a tenant for the UNIT.

18.3.3 Delinquent Payments. The ASSOCIATION shall have the right to refuse to give written approval to any sale, transfer or lease until all ASSESSMENTS, and other monies owed by the applicable UNIT OWNER to the ASSOCIATION are paid in full. In the event any monies are owed by a UNIT OWNER, and the ASSOCIATION or its designee purchases or leases such UNIT OWNER's UNIT pursuant to this Paragraph 18, then notwithstanding anything

contained in this Paragraph 18 to the contrary, the amount owed by the UNIT OWNER shall be deducted from the amount of monies to be paid by the ASSOCIATION or its designee to the UNIT OWNER pursuant to the applicable purchase agreement or lease, and such deducted amount of monies shall be paid directly to the ASSOCIATION in order to satisfy in full all unpaid ASSESSMENTS and other indebtedness.

18.4 Obligation to Purchase in the Case of a Sale. If the ASSOCIATION is required to purchase, or designate a purchaser for, a UNIT pursuant to Paragraph 18.3.2, and if the intended transaction is a sale of a UNIT for cash consideration which is approximately equal to the value of the UNIT, the UNIT OWNER shall sell and the ASSOCIATION or its designee shall purchase the UNIT upon the same terms and conditions as contained in the agreement for the intended transaction. Within ten (10) days after the ASSOCIATION's notice disapproving the sale, the ASSOCIATION or its designee and the UNIT OWNER shall execute a purchase agreement for the UNIT containing the identical terms and conditions as that contained in the agreement for the intended sale by the UNIT OWNER, except as the parties may otherwise agree to the contrary. If the ASSOCIATION, or its designee, shall fail to timely execute a purchase agreement for the UNIT without the fault of the UNIT OWNER, or if the ASSOCIATION or its designee shall default in the agreement to purchase after same is executed, then notwithstanding the ASSOCIATION's disapproval of the intended transaction, the intended transaction shall be deemed to have been approved and the ASSOCIATION shall furnish a certificate of approval as elsewhere provided to the UNIT OWNER. If the ASSOCIATION elects to have its designee purchase the UNIT, at the closing the ASSOCIATION shall provide its designee with a certificate approving the designee as a purchaser of the UNIT in recordable form. Notwithstanding the foregoing:

18.4.1 If the intended transaction contemplates a personal obligation on the part of the intended purchaser to pay a portion of the purchase price to the seller after the time of closing, then: (i) the ASSOCIATION must guarantee the payment of that obligation, or (ii) its designee must pay that amount at the time of closing in addition to the amount originally intended to be paid at the time of closing.

18.4.2 If the intended transaction contemplates that the intended purchaser will assume an existing mortgage, and the ASSOCIATION or its designee fails to qualify for same (if required by the holder of the mortgage), then the ASSOCIATION or its designee must pay the full amount required to satisfy the existing mortgage at the time of closing in addition to the amount initially intended to be paid at the time of closing.

18.4.3 If the intended transaction contemplates that the intended purchaser will obtain a new mortgage, the purchase by the ASSOCIATION or its designee will not be contingent upon the obtaining of such mortgage, and at the time of closing, the ASSOCIATION or its designee must pay the entire purchase price, less the proceeds of any mortgage obtained by the ASSOCIATION or its designee.

18.5 Obligation to Purchase in the Case of Transfers by Devise, Inheritance, Gift, or Other Transfers. If the ASSOCIATION is required to purchase or designate a purchaser for a UNIT pursuant to Paragraph 18.3.2, and if the intended transaction is a transfer of a UNIT by gift or by any means other than a sale for a cash consideration approximately equal to the value of the UNIT, or if the ASSOCIATION has disapproved a transfer to a UNIT OWNER who has acquired title to a UNIT by devise, inheritance, or in any other involuntary manner, then the UNIT OWNER shall sell and the ASSOCIATION or its designee shall purchase the UNIT upon the following terms: The sale price for the UNIT shall be the fair market value determined by written agreement between the UNIT OWNER and the ASSOCIATION or its designee within thirty (30) days after the ASSOCIATION disapproves the acquisition or intended transfer of the UNIT. If the parties are unable to agree as to the purchase price, the purchase price shall be determined by one (1) M.A.I. appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION or its designee, or if the parties are unable to agree as to an appraiser, the purchase price shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION or its designee, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal shall be borne by the ASSOCIATION or the designated purchaser. Notwithstanding the foregoing, if an intended transfer is to be a deed in lieu of foreclosure of a mortgage other than a first mortgage held by an INSTITUTIONAL LENDER, the sales price for the UNIT shall not exceed the amount owed to the mortgagee as of

the date the ASSOCIATION or its designee acquires title to the UNIT. The sale shall close within thirty (30) days following the determination of the purchase price, provided, however, that prior to such closing the ASSOCIATION or its designee may investigate the title to the UNIT and if any title defects are discovered, the closing shall be deferred for a period of up to sixty (60) days in order to enable the ASSOCIATION or its designee to cure any title defects, and the UNIT OWNER shall cooperate with the ASSOCIATION or its designee with respect to the curing of such defects. The purchase price shall be paid in cash or by cashier's check at the closing unless the parties otherwise agree to the contrary, and all costs of the closing including documentary stamps and recording fees shall be paid by the purchaser. At the closing the purchaser may assume any existing mortgages encumbering the UNIT if same are assumable, but the purchaser shall pay any fees imposed by the lender in connection with such assumption, and if the purchaser elects to assume any existing mortgages the amount to be paid at the closing shall be reduced by the indebtedness secured by the mortgage as of the closing date. Real estate taxes and assessments, and ASSESSMENTS of the ASSOCIATION payable by the UNIT OWNER, shall be appropriately prorated as of the date of closing. At the closing, if the purchaser is a designee of the ASSOCIATION, the ASSOCIATION shall deliver to the purchaser a certificate in recordable form approving the designee as a purchaser. Notwithstanding the foregoing, if the ASSOCIATION or its designee shall default in the purchase of the UNIT after being required to purchase the UNIT, the intended transfer or ownership of the UNIT shall be deemed to have been approved, and the ASSOCIATION shall furnish a certificate of approval to the intended transferee or the UNIT OWNER as elsewhere provided.

18.6 Leases and Occupancy in the Absence of a UNIT OWNER.

18.6.1 In General. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION. For purposes of this DECLARATION and the approvals herein required, any person(s) occupying a UNIT in the absence of the UNIT OWNER, or in the absence of an approved occupant or tenant, shall be deemed occupying the UNIT pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT in his absence and without consideration for periods not exceeding thirty (30) days in any twelve (12) month period as to any one guest, and such occupancy shall not be deemed a lease and shall not require the approval of the ASSOCIATION. Notwithstanding the provisions of Paragraph 18.3.2 above, the ASSOCIATION shall have the right to disapprove any lease of any UNIT without any obligation to designate a substitute tenant if the UNIT was leased during the preceding twelve month period pursuant to a lease which commenced during such period, if the lease is for a term of less than 3 months, or if the occupancy by the proposed tenant(s) would violate any provision of Paragraph 19 of this DECLARATION. Without the prior written consent of the ASSOCIATION, no lease may be modified, amended, extended, or assigned, and any tenant or occupant may not assign his interest in such lease or sublet the UNIT or any part thereof. Notwithstanding anything contained in this DECLARATION to the contrary, no amendment to this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations may be made by the UNIT OWNERS which would further prohibit or restrict any UNIT OWNER from renting or leasing his UNIT, without the consent of all of the UNIT OWNERS. *

18.6.2 ASSOCIATION's Obligation to Designate a Tenant. If the ASSOCIATION is required to designate a tenant for a UNIT pursuant to Paragraph 18.3.2, the UNIT OWNER shall lease to the ASSOCIATION's designee, and the ASSOCIATION's designee shall lease from the UNIT OWNER, the UNIT upon the same terms and conditions as contained in the lease submitted to the ASSOCIATION for its approval. Within ten (10) days after the written notice stating that the intended lease is disapproved, the ASSOCIATION's designee and the UNIT OWNER shall execute a lease for the UNIT containing the identical terms and conditions as that contained in the lease agreement for the intended lease by the UNIT OWNER, except as the parties may otherwise agree to the contrary. If the ASSOCIATION's designee fails to timely execute a lease for the UNIT through no fault of the UNIT OWNER, then notwithstanding the ASSOCIATION's disapproval of the intended lease, the intended lease shall be deemed to have been approved and the ASSOCIATION shall furnish a certificate of approval as elsewhere provided to the UNIT OWNER. Notwithstanding the foregoing, the UNIT OWNER shall not be required to lease his UNIT to the ASSOCIATION's designee, but if the UNIT OWNER refuses to

lease his UNIT to the ASSOCIATION's designee, the ASSOCIATION's disapproval of the UNIT OWNER's lease shall remain in effect.

18.7 Disapprovals. If any sale, transfer or lease of any UNIT is not approved by the ASSOCIATION, the intended transaction shall not be consummated, and any transaction which is consummated and which has not been approved by the ASSOCIATION as elsewhere provided shall be voidable at the election of the ASSOCIATION upon written notice to the UNIT OWNER. If the ASSOCIATION so elects, the UNIT OWNER shall be deemed to have authorized and empowered the ASSOCIATION to institute legal proceedings to evict any unauthorized occupant of the UNIT or to otherwise void the unauthorized transaction, at the expense of the UNIT OWNER, including the ASSOCIATION's attorneys' fees.

18.8 UNITS Owned or Leased by a Corporation or Other Entity or Unrelated Persons. If a UNIT OWNER intends to sell, transfer or lease his UNIT to a corporation or other entity, or to two (2) or more persons who are not members of the same immediate family, or if a UNIT OWNER acquiring title to a UNIT by devise, bequest, inheritance, or any involuntary manner is a corporation or other entity, or two (2) or more persons who are not members of the same immediate family, the ASSOCIATION's approval of same may be conditioned upon the approval of one or more particular occupant(s) for the UNIT, and if the ASSOCIATION's approval is so conditioned, the approved occupant(s) shall be deemed the UNIT OWNER(S) of the UNIT for purposes of this Paragraph 18, and no other person will be entitled to occupy the UNIT in the absence of such approved occupant(s) without the approval of the ASSOCIATION, except as otherwise provided in this Paragraph 18.

18.9 Exceptions. Notwithstanding anything contained herein to the contrary, the provisions of this section shall not apply with respect to any sale, transfer, or lease of any UNIT (a) by a UNIT OWNER to his spouse, adult children, parents, parents-in-law (and/or any co-owner of the UNIT,) or to any one or more of them, or to a trust or entity, the beneficiaries or owners of which are exclusively any one or more of them, (b) by or to the ASSOCIATION, (c) by or to an INSTITUTIONAL LENDER who acquires title to any UNIT by foreclosing its mortgage upon the UNIT encumbered, or by deed in lieu thereof, (d) to a former UNIT OWNER who acquires title to any UNIT by foreclosing its mortgage upon the UNIT encumbered, or by deed in lieu thereof, or (e) to any purchaser who acquires title to a UNIT at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale, and shall not apply with respect to any sale or transfer by or to the DEVELOPER.

18.10 No Severance of Ownership. No part of the COMMON ELEMENTS of any UNIT may be sold, conveyed or otherwise disposed of, except as part of the sale, conveyance, or other disposition of the UNIT to which such interest is appurtenant, and any sale, conveyance or other disposition of a UNIT shall be deemed to include that UNIT's appurtenant interest in the COMMON ELEMENTS.

18.11 Purchase of UNITS by the ASSOCIATION. The ASSOCIATION's purchase of any UNIT, whether or not by virtue of an obligation of the ASSOCIATION to purchase same as hereinabove provided, shall be subject to the following provisions:

18.11.1 Decision. The decision of the ASSOCIATION to purchase a UNIT shall be made by the BOARD, without approval of its membership, except as hereinafter provided.

18.11.2 Limitation. If at any one time the ASSOCIATION is the owner or agreed purchaser of 5% or more of the UNITS in the CONDOMINIUM, it may not purchase any additional UNIT without the prior written approval of 75% of the members eligible to vote thereon. A member whose UNIT is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to UNITS to be purchased at public sale resulting from a foreclosure of the ASSOCIATION's lien for delinquent ASSESSMENTS and other monies owed to the ASSOCIATION where the bid of the ASSOCIATION does not exceed the amount found due the ASSOCIATION, or to be acquired by the ASSOCIATION in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

18.11.3 If the ASSOCIATION purchases any UNIT and if the available funds of the ASSOCIATION are insufficient to effectuate any such purchase, the ASSOCIATION may levy an ASSESSMENT against each UNIT OWNER, in proportion to his share of the COMMON EXPENSES, and/or the ASSOCIATION may, in its discretion, finance the acquisition of the UNIT; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the CONDOMINIUM PROPERTY other than the UNIT to be purchased.

19. Compliance and Non-Monetary Default.

19.1 Enforcement. In the event of a violation by any UNIT OWNER or any tenant of a UNIT OWNER, or any person residing with them, or their guests or invitees (other than the nonpayment of any ASSESSMENT or other monies owed to the ASSOCIATION, which is governed by Paragraph 12 of this DECLARATION) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

19.1.1 Impose a fine against the OWNER or tenant pursuant to the BYLAWS; and/or

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

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

19.1.4 Commence an action to recover damages.

19.2 Negligence. A UNIT OWNER shall be liable to the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION.

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

19.4 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any person present in any UNIT or any portion of the CONDOMINIUM PROPERTY, other than a UNIT OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the

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

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

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

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

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

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

20.1.1 By the DEVELOPER. Except for amendments required to be approved by UNIT OWNERS and INSTITUTIONAL LENDERS as set forth below, the DEVELOPER shall have the right to amend this DECLARATION without the consent of the UNIT OWNERS, the ASSOCIATION or its BOARD, so long as the DEVELOPER is entitled to appoint any director of the ASSOCIATION, or owns any UNIT in the CONDOMINIUM. Notwithstanding the foregoing, the DEVELOPER shall not make any amendment to this DECLARATION which is prohibited to be made by the DEVELOPER pursuant to the CONDOMINIUM ACT. Any amendment made by the DEVELOPER shall be recorded amongst the public records of the county in which the CONDOMINIUM is located, and any amendment shall be effective when so recorded.

20.1.2 By the UNIT OWNERS.

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

20.1.2.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the BOARD or by not less than 1/3 of the votes of the UNIT OWNERS. Approval of an amendment must be by not less than 2/3 of the votes of all UNIT OWNERS.

20.1.2.3 Execution and Recording. A copy of each amendment shall be attached to a certificate of the ASSOCIATION certifying that the amendment was duly adopted,

which certificate shall include the recording data identifying this DECLARATION and shall be executed by the President and Secretary of the ASSOCIATION with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the county in which the CONDOMINIUM is located.

20.2 Proviso. No amendment shall discriminate against any UNIT OWNER or against any UNIT, or class or group of UNITS, unless the UNIT OWNERS so affected and their respective INSTITUTIONAL LENDERS shall join in the execution of the amendment. No amendment shall change the configuration or size of any UNIT in any material fashion, materially alter or modify the appurtenances to the UNIT, or change the proportion or percentage by which the UNIT OWNER of the UNIT shares the COMMON EXPENSES and owns the COMMON SURPLUS unless the record owner of the UNIT and any INSTITUTIONAL LENDER holding a first mortgage encumbering the UNIT join in the execution of the amendment, and, unless otherwise required by any governmental authority, unless at least a 67% of the total voting interests approve the amendment. No amendment may prejudice or impair the rights, interests or priorities of INSTITUTIONAL LENDERS unless all INSTITUTIONAL LENDERS holding a first mortgage encumbering a UNIT join in the execution of the amendment. Prior to the completion and closing of the sale of all UNITS no amendment shall be made without the written joinder of the DEVELOPER, which approval shall not be unreasonably withheld so long as the amendment would not adversely affect future sales by the DEVELOPER. Where any provision of this DECLARATION benefits any other property not within the CONDOMINIUM, no amendment to such provision may be made which would adversely affect the owner of such property without the written consent of such owner or, if such property is submitted to the condominium form of ownership, or is made subject to the jurisdiction of a homeowners or property owners association, without the written consent of the applicable condominium, homeowners or property owners association. The foregoing joinder requirements as to amendments herein specified shall be in addition to other provisions of this DECLARATION relating to amendments to the DECLARATION.

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

20.4 Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION, the ARTICLES, or the BYLAWS, except for amendments made by DEVELOPER which do not materially and adversely affect the UNIT OWNERS or any INSTITUTIONAL LENDER, or which are made to correct errors or omissions, or which are required to comply with the requirements of any INSTITUTIONAL LENDER or any governmental authority, must be approved by at least 67% of the UNIT OWNERS and by INSTITUTIONAL LENDERS representing at least a majority of the votes of UNITS subject to first mortgages held by INSTITUTIONAL LENDERS, if the amendment is of a material nature. A change to any of the provisions governing the following will be considered as material: (i) voting rights; (ii) increases in ASSESSMENTS that raise the previously assessed amount by more than twenty-five (25%) percent, ASSESSMENT liens, or the priority of ASSESSMENT liens; (iii) reductions in reserves for maintenance, repair and replacement of COMMON ELEMENTS; (iv) responsibility for maintenance and repair; (v) reallocation of interests in the general or LIMITED COMMON ELEMENTS, or rights to their use; (vi) redefinition of any UNIT boundaries; (vii) convertability of UNITS into COMMON ELEMENTS or vice versa; (viii) expansion or contraction of the CONDOMINIUM, or the addition, annexation, or withdrawal of property to or from the CONDOMINIUM; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of UNITS; (xi) imposition of any restrictions on the UNIT OWNER's right to sell or transfer his or her UNIT; (xii) restoration or repair of the CONDOMINIUM (after damage or partial condemnation) in a manner other than that specified in the documents; or (xiii) any provision that expressly benefits mortgage holders, insurers or guarantors.

21. Termination of the CONDOMINIUM. The CONDOMINIUM shall continue until (i) terminated by casualty loss as more particularly provided in this DECLARATION, or (ii) such time as withdrawal of the CONDOMINIUM PROPERTY from the provisions of the CONDOMINIUM ACT is authorized by a vote of 2/3 of the UNIT OWNERS (DEVELOPER shall not vote the UNITS owned by it for such withdrawal unless the UNIT OWNERS of at least 2/3 of all other UNITS so

elect such withdrawal, at which time DEVELOPER may choose to vote either in favor of or against such withdrawal, as DEVELOPER sees fit) and such withdrawal is approved by INSTITUTIONAL LENDERS representing at least a majority in the case of termination due to condemnation, and 2/3 in all other cases, of the votes of UNITS subject to first mortgages held by INSTITUTIONAL LENDERS. In the event such withdrawal is authorized as aforesaid, the CONDOMINIUM PROPERTY shall be subject to an action for partition by any UNIT OWNER or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all UNIT OWNERS as hereafter set forth, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such net proceeds all liens on his UNIT in the order of their priority. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the county in which the CONDOMINIUM is located. This section may not be amended without the consent of all INSTITUTIONAL LENDERS, and the DEVELOPER, so long as it owns any UNITS. After termination of the CONDOMINIUM, the UNIT OWNERS shall own the CONDOMINIUM PROPERTY and any other assets of the ASSOCIATION, as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the UNIT OWNERS. Such undivided shares of the UNIT OWNERS shall be the same as their respective undivided shares in the COMMON ELEMENTS appurtenant to the UNIT OWNERS' UNITS prior to the termination, except that any proceeds received from the sale of the CONDOMINIUM PROPERTY shall be distributed as hereafter set forth.

21.1 Termination Event. For purposes of this Paragraph, a "Termination Event" means (i) the total termination of this CONDOMINIUM in accordance with the provisions of this Paragraph, (ii) the partial or total termination of this CONDOMINIUM in accordance with the provisions of Paragraph 15.1.3 of this DECLARATION, or (iii) the taking of the entire BUILDING by condemnation or eminent domain proceedings.

21.2 Termination Proceeds and Distribution Thereof. For purposes of this Paragraph, the term "Termination Proceeds" means any monies received by the ASSOCIATION in connection with a Termination Event, including but not limited to (i) the proceeds received from the sale of the CONDOMINIUM PROPERTY, (ii) the proceeds of casualty insurance which is received by the ASSOCIATION, or (iii) the proceeds of any condemnation or eminent domain proceedings received by the ASSOCIATION. The Termination Proceeds shall, in the case of damage or destruction, or taking by condemnation or eminent domain proceedings, first be used to remove or place in a neat and safe condition the BUILDING or other improvements as may be required by law or as may be determined appropriate by the ASSOCIATION, and the remainder shall be distributed among the UNIT OWNERS and the mortgagees of UNITS as hereafter set forth. However, no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such funds all liens and encumbrances on his UNIT in the order of priority of same.

21.3 Determination of Termination Percentage. It is acknowledged the interest in the COMMON ELEMENTS assigned to the UNITS has been assigned on the basis of each UNIT having an equal interest. It is acknowledged such assignment does not reflect the relative market value of the UNITS, which may differ due to such factors as the location and floor of the UNIT in the BUILDING, the view the UNIT may have, etc. Accordingly if there is a Termination Event it would not be equitable to distribute the Termination Proceeds to the UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS. Therefore, in the event there is a Termination Event, each UNIT OWNER shall be entitled to a percentage of any Termination Proceeds, equal to the UNIT's Termination Percentage which shall be determined in the following manner:

21.3.1 The ASSOCIATION shall request the American Arbitration Association, or a nationally recognized association of real estate appraisers, to have two appraisers appointed to value the UNITS. The appraisers so appointed shall be members of at least two nationally recognized real estate appraiser organizations, shall have at least 10 years experience appraising similar condominiums in the county in which the CONDOMINIUM is located, and, where applicable, shall be duly licensed as real estate appraisers under the laws of the state of Florida.

21.3.2 The appraisers so appointed shall place a value on each UNIT. Such value shall assume the UNITS were sold in the ordinary course, with no extraordinary compulsion on the part of the seller to sell or the buyer to buy. The values shall assume that all UNITS contain similar interior improvements and decor, and shall not take into account upgraded or additional decorative items in any UNIT. The value of the UNITS shall, however, take into account matters which would make one UNIT more or less valuable than another by virtue of its size, the location and floor of the UNIT within the BUILDING, the exterior views of the UNIT, etc. The appraisers may also rely, in part, on the relative base prices of the UNITS established by Developer, if such information is available.

21.3.3 After the appraisers have placed a relative value on each UNIT, the "Termination Percentage" of each UNIT shall be determined, which shall be equal to the average of the two values for the UNIT, divided by the average of the two values for all of the UNITS.

22. Special Provisions Regarding Mortgagees.

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

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

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

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

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

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

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

22.2 Consent of Mortgagees. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any CONDOMINIUM PARCEL(S) or CONDOMINIUM PROPERTY is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the CONDOMINIUM, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to

have been given, where required, may be evidenced by an affidavit signed by an officer of the ASSOCIATION, which affidavit, where necessary, may be recorded in the Public Records of the County where the CONDOMINIUM is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

23. SILVER BEACH DEVELOPMENT.

23.1 The Developer owns the adjacent real property ("Silver Beach Townhome Property") more particularly described in Exhibit "C" attached hereto. The Silver Beach Townhome Property and this CONDOMINIUM are a unified development pursuant to that certain Amended Declaration of Unity of Title recorded in Official Records Book 38536, Page 978, Public Records of Broward County, Florida. The CONDOMINIUM shall comply with the terms and conditions of the Amended Declaration of Unity of Title.

23.2 The Developer intends to improve the Silver Beach Townhome Property with five (5) fee simple townhomes ("Silver Beach Townhomes"). The Silver Beach Townhomes shall be operated by an association ("Homeowners' Association"). The Homeowners' Association shall comply with the terms and conditions of the Amended Declaration of Unity of Title. The Developer reserves the right to improve the Silver Beach Townhome Property with other residential models and types of ownership.

23.3 The Developer shall construct and install on the CONDOMINIUM PROPERTY a swimming pool and related facilities ("Silver Beach Swimming Pool") as more particularly depicted on Exhibit "A", Sheet 3 of 30, attached hereto. The Silver Beach Swimming Pool is for the exclusive use of the CONDOMINIUM and the Silver Beach Townhomes subject to the terms and conditions of this Paragraph 23.

23.4 The terms and conditions of this Paragraph 23 touch and concern both the CONDOMINIUM PROPERTY and the Silver Beach Townhome Property and shall be deemed to be covenants and restrictions running with both parcels of real property.

23.5 The owners of Silver Beach Townhomes shall have a right of access to and use of the Silver Beach Swimming Pool if: (a) the Developer grants the owners such rights in the recorded declaration creating Silver Beach Townhomes; (b) the recorded declaration requires the Homeowners' Association to share the costs of operating the Silver Beach Swimming Pool; and (c) the recorded declaration requires the owners of Silver Beach Townhomes to comply with the rules and regulations of the CONDOMINIUM for use of the Silver Beach Swimming Pool. The recorded declaration creating the Silver Beach Townhomes shall be consistent with the provisions of this Paragraph 23.

23.6 In the event the owners of Silver Beach Townhomes are given the right to use the Silver Beach Swimming Pool, then such owners shall be responsible for a share of all costs of any kind or nature whatsoever incurred by the ASSOCIATION in connection with the operation of the Silver Beach Swimming Pool, including but not limited to the costs of owning, insuring, repairing, replacing, maintaining, operating, and managing the Silver Beach Swimming Pool. The share of the costs to the Silver Beach Townhomes owners shall be the total such costs multiplied by a fraction the numerator of which fraction is the total square feet (excluding garages) of the Silver Beach Townhomes and the denominator of which fraction is the total square feet of the CONDOMINIUM apartments and the total square feet (excluding garages) of the Silver Beach Townhomes.

23.7 In the event the owners of Silver Beach Townhomes are given the right to use the Silver Beach Swimming Pool, the ASSOCIATION shall maintain a separate budget and separate books and records for all expenses of any kind or nature relating to the Silver Beach Swimming Pool. The amount payable by the owners of Silver Beach Townhomes shall be assessed to, and will be payable by, the Homeowners' Association, which assessments shall be made not less frequently than quarterly pursuant to the aforementioned budget for the Silver Beach Swimming Pool. Special assessments may also be made to provide funds required for the Silver Beach Swimming Pool and not produced by regular assessments. Copies of any budget for the Silver

Beach Swimming Pool and a notice of any assessments payable by the Homeowners' Association shall be sent to the Homeowners' Association not less than thirty (30) days prior to the due date of any assessments. The Homeowners' Association shall be entitled to inspect the books and records of the ASSOCIATION relating to the Silver Beach Swimming Pool at any time upon reasonable notice.

23.8 The Homeowners' Association shall pay Silver Beach Swimming Pool assessments to the ASSOCIATION within thirty (30) days after written demand by the ASSOCIATION, and if not paid, the Homeowners' Association will be required to pay interest on the unpaid assessments at the rate of eighteen percent (18%) per year, plus the costs incurred by the ASSOCIATION in collecting such assessments, including attorneys' fees. If the Homeowners' Association fails to pay such assessments to the ASSOCIATION, the ASSOCIATION may prohibit the use of the Silver Beach Swimming Pool by the owners of Silver Beach Townhomes until the Homeowners' Association pays all such monies owed to the ASSOCIATION.

23.9 The owners of Silver Beach Townhomes shall be subject to all rules and regulations of the ASSOCIATION regarding use of the Silver Beach Swimming Pool. The ASSOCIATION shall have the right to expel any person (including an owner of a Silver Beach Townhome) from the Silver Beach Swimming Pool violating such rules and regulations.

23.9 The DEVELOPER reserves the right to construct additional facilities within the Silver Beach Swimming Pool for a period of one year after the recording of this Declaration.

23.10 This Paragraph 23 respecting the shared use of the Silver Beach Swimming Pool may be amended or terminated only by an instrument in writing, signed by both the ASSOCIATION and the Homeowners' Association and recorded in the Public Records of Broward County, Florida.

24. Miscellaneous Provisions.

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

24.2 Duration. In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and for such purpose measuring life shall be that of the last surviving original purchaser of a UNIT.

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

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

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

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

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

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

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

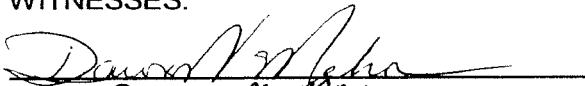
24.10 Lawsuits Against DEVELOPER. The ASSOCIATION shall not commence any legal proceedings against DEVELOPER, directly or indirectly, on its behalf or on behalf of the UNIT OWNERS, or spend any monies in connection with any litigation against DEVELOPER, without the prior written consent of at least 75%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

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

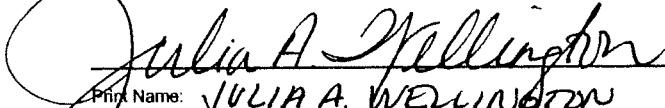
IN WITNESS WHEREOF, the DEVELOPER has caused this DECLARATION to be executed this 8th day of December, 2004.

WITNESSES:

AMSPROP FLORIDA, LLC, a Florida limited liability company

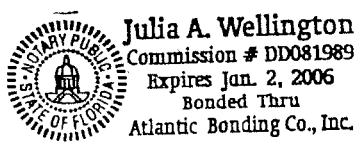

Print Name: DAWN McMAHON

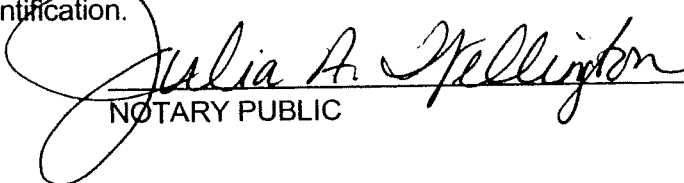
By: 
Zvi Levin, Managing Member


Print Name: JULIA A. WELLINGTON

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of December, 2004, by Zvi Levin, as Managing Member of AMSPROP FLORIDA, LLC, a Florida limited liability company, on behalf of the company. X He is personally known to me or _____ has produced as identification.




NOTARY PUBLIC

