

This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
CONDOMINIUM 26 OF THE MARINA AT THE BLUFFS, A CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Condominium 26 of The Marina at the Bluffs, A Condominium**, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **4845** at Page **1524**; and

WHEREAS, at a duly called and noticed meeting of the membership of **The Marina at the Bluffs Condominium Association, Inc.**, a Florida not-for-profit corporation, held on **August 28, 2025**, the aforementioned Declaration of Condominium was amended and restated pursuant to the provisions of the Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration of Condominium is a true and correct copy of the Amended and Restated Declaration of Condominium adopted by the membership at the above-referenced meeting of the membership of the Association, and that the attached Amended and Restated Declaration of Condominium replaces the original Declaration of Condominium recorded in the official records book and at the page identified above and any amendments thereto. All of the exhibits to the original recorded Declaration of Condominium which are otherwise referenced in or attached to the attached Amended and Restated Declaration of Condominium remain intact and unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

**SEE ATTACHED
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
CONDOMINIUM 26 OF THE MARINA AT THE BLUFFS, A CONDOMINIUM**

* * * * *

[Signature page to follow]

WITNESS my signature hereto this 22 day of October, 2025, at Jupiter, Palm Beach County, Florida.

WITNESSES:

**THE MARINA AT THE BLUFFS
CONDOMINIUM ASSOCIATION, INC.**

Witness: Nicole Anthony
Print Name: Nicole Anthony
Address: 1550 Marina
Isle Way

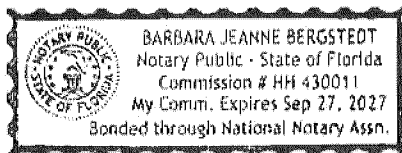
Witness: Stephen Amato
Print Name: Stephen Amato
Address: 601 Salar Circle #201
Jupiter, FL 33477

By: Neil Midtgard
Print Name: Neil Midtgard, President
Address: 1550 Marina Island Way
SUP. FL 33477

Attest: Michelle M. Meyer
Print Name: Michelle M. Meyer, Secretary
Address: 1001 Seafarer Circle #403
Jupiter, FL

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of October, 2025, by Neil Midtgard and Michelle Meyer, as President and Secretary, respectively, of **The Marina at the Bluffs Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.



Barbara J. Bergstedt (Signature)
Barbara J. Bergstedt (Print Name)
Notary Public, State of Florida at Large

This instrument was prepared by:
Kenneth S. Direktor, Esquire
Becker & Poliakoff, P.A.
625 North Flagler Drive 7th Floor
West Palm Beach, FL 33401

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
CONDOMINIUM 26 OF THE MARINA AT THE BLUFFS, A CONDOMINIUM

NOTE: This document is a substantial rewording of the Declaration of Condominium executed by Developer on April 9, 1986, recorded on April 11, 1986, at Official Records Book 4845, Page 1524, of the Public Records of Palm Beach County, as amended to this date (hereinafter the "Original Declaration"), except that all Exhibits to the Original Declaration which are not otherwise referenced herein or attached hereto remain unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

1. INTRODUCTION AND SUBMISSION.

- 1.1 The Land. The real property comprising this condominium located in Palm Beach County, Florida, is more particularly described in Exhibit "A" to the Original Declaration. The foregoing shall hereinafter be referred to as the "Land".
- 1.2 Submission Statement. The Developer submitted the Land and all improvements thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act.
- 1.3 Name. The name by which this condominium is to be identified is CONDOMINIUM 26 OF THE MARINA AT THE BLUFFS, A CONDOMINIUM (hereinafter called the "Condominium").

2. DEFINITIONS. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it may be amended from time to time, and all references herein to the Act shall mean and refer to the Act as amended from time to time, whether or not so stated.
- 2.2 "Articles" or "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.4 "Association" or "Condominium Association" means THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.
- 2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members, which includes, without limitation, all Recreation Areas within the Marina at the Bluffs community, as identified in the Recreational Covenants Agreement.
- 2.6 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
- 2.7 "Building" means the structure situated on the Condominium Property in which the Units are located.
- 2.8 "By-Laws" mean the Amended and Restated By-Laws of the Association, as they are amended from time to time.
- 2.9 "Committee" means a group of Board members, Unit Owners or Board members and Unit Owners appointed by the Board or the President to make recommendations to the Board regarding a proposed annual budget or otherwise to take action on behalf of or make recommendations to the Board.
- 2.10 "Common Elements" means and includes the portions of the Condominium Property which are not included in the Units or Association Property, as defined herein.

- 2.11 "Common Expenses" means: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property, as well as those portions of the Units for which the Association is responsible; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Association or against the Condominium Property; (5) the costs of carrying out the powers and duties of the Association; and (6) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common expenses also include all reserves required by the Act or otherwise established by the Board, insurance for directors and officers, road maintenance and operation expenses, in-house communications, security services, and pest control services to the Units, Common Elements and Association Property, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Condominium or Association Property. The cost of communications services as defined in Chapter 202, Florida Statutes, information services, or internet service obtained pursuant to a bulk contract shall also be a Common Expense, but shall be allocated on a per Unit basis, and shall not include any other separate obligations of individual Unit Owners.
- 2.12 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.
- 2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.14 "Condominium Property" means the lands, leaseholds, improvements and other personal property submitted to Condominium ownership by the Original Declaration, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.15 "County" means the County of Palm Beach, State of Florida.
- 2.16 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.17 "Developer" means the entity identified in the Original Declaration as Developer.

- 2.18 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium or Association Property, including, but not limited to, the Buildings.
- 2.19 "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Unit, including any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (iii) any "Secondary Mortgage Market Institution" including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon Units.
- 2.20 "Legal Fees" mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (b) court costs through and including all trial and appellate levels and post-judgment proceedings.
- 2.21 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Any portion of the Condominium Property for which the Unit Owners are responsible for maintenance, repair or replacement under Section 7 of this Declaration which is not located within the Unit boundaries, as defined in Section 3.5 of this Declaration, shall be Limited Common Elements.
- 2.22 "Member" means an Owner who, or which, is a member of the Association.
- 2.23 "Recreation Area Expenses" means the taxes, insurance, utility expenses, maintenance and other monetary expenses generally arising from ownership and operation of the "Recreation Areas" (as defined in the Recreational Covenants Agreement), which expenses are more specifically

described in the Recreational Covenants Agreement, and which are part of the Common Expenses of the Marina Bluffs Condominiums.

- 2.24 "Recreational Covenants Agreement" means the document recorded in Official Records Book 4486, Page 1028, of the Public Records of Palm Beach County, Florida, by which certain lands and improvements are burdened with certain covenants, restrictions and easements for the benefit of the Association and the Unit Owners.
- 2.25 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.26 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Unit.
- 2.27 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in this Declaration, the Articles of Incorporation and By-Laws shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

3. DESCRIPTION OF CONDOMINIUM.

- 3.1 General Description of the Condominium. The Improvements included in the Condominium are described on the "Survey" (as hereinafter defined) and include a five-story, residential, multi-family apartment building ("Building"). The Condominium contains thirty (30) Units, each of which is identified by a three digit Arabic number (e.g. "201") and is so referred to herein and in the Exhibits attached to the Original Declaration. No Unit in the Building bears the same numeral as any other Unit in the Building.
- 3.2 General Description of the Development. The Marina at the Bluffs Condominiums are located in the Town of Jupiter, Palm Beach County, Florida. Marina Bluffs Condominiums include, in the aggregate, twenty-two (22) apartment buildings containing a total of six hundred sixty (660) Units. Each apartment building was submitted to condominium ownership as a separate Marina at the Bluffs Condominium by the recording of a Declaration for that particular building and appurtenances. It should be also conclusively presumed, that for the purpose of sharing in Common Expenses and sharing in ownership of Common Surplus, that the Common Elements appurtenant to each Condominium are equal. As set forth in the Recreational Covenants Agreement, Developer set aside certain land areas and constructed certain improvements thereon for the use of Unit Owners in

all of the Marina Bluffs Condominiums ("Recreation Areas"). The Association owns the Recreation Areas. As set forth in the Recreational Covenants Agreement, easements have been established across, over, under and upon the "Residential Property" (as that term is defined in the Recreational Covenants Agreement), including the Condominium Property of each Marina at the Bluffs Condominium and the Recreation Areas and other Association Property, in order to provide a means of ingress and egress, and for other purposes for the convenience and benefit of Members of the Association, their family members, guests, licensees and invitees.

3.3 Survey and Plot Plans of Condominium Property.

- (a) Annexed as Exhibit B to the Original Declaration is a survey of the Land, a graphic description of the Improvements in which the Units are located, a site plan, and a description of Unit Dimensions (all of which are herein referred to as the "Survey"). The Survey shows and identifies thereon the Common Elements and each Unit and its relative location and approximate dimensions. There is attached to the Survey and made a part hereof a certificate of a surveyor, prepared, signed and in conformance with the requirements of Section 718.104(4) of the Act.
- (b) There are reflected on the Survey certain areas designated for parking ("Parking Spaces"). Certain of the Parking Spaces (Unit Owner Parking Space(s)) are reserved for the exclusive use of Unit Owners. The Unit Owner Parking Spaces shall be assigned as set forth in Section 3.5 hereof. The remainder of the Parking Spaces will be guest parking ("Guest Parking Spaces"). Unit Owner Parking Spaces and Guest Parking Spaces may be used only by Unit Owners and their family members, invitees, licensees and guests under such rules and regulations ("Rules and Regulations") as may be promulgated from time to time by the Board.

3.4 Unit Boundaries. Each Unit includes that part of the Building containing the Unit that lies within the boundaries of the Unit as follows:

- (a) The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - (i) Upper Boundaries: The horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

- (ii) Lower Boundaries: The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
 - (iii) Interior Divisions: No part of the nonstructural interior walls shall be considered a boundary of the Unit.
 - (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other, and with the upper and lower boundaries.
 - (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such aperture, including all framework thereof. Exterior surfaces made of glass or other transparent material, and all framings and casings therefor, shall be included in the boundaries of the Unit.
 - (d) Exceptions. In cases not specifically covered above, or in any case of conflict or ambiguity, the survey of the Units shall control in determining the boundaries of the Unit.
- 3.5 Limited Common Elements. Limited Common elements shall mean and comprise that portion of the Common Elements assigned or reserved for the exclusive use of a particular Unit or Units as an appurtenance thereto, and as set forth in Section 2.21 above. The "Survey" for the Condominium depicts Parking Spaces located within the Condominium Property. These Parking Spaces shall be used, assigned and reassigned in accordance with the provisions of this Section 3.5. The exclusive right to use a Parking Space shall be an appurtenance to the Unit to which it is assigned.
- (a) Developer assigned the use of a particular Parking Space to a particular Unit at the time the Unit is originally acquired from Developer. The assignment of use was made by describing the particular Parking Space by reference thereto in a document entitled "Assignment of Use of Parking Space" which was delivered at the same time as the Special Warranty Deed to the Unit. The Association maintains a book ("Book") for the purpose of listing each assignee of each Parking Space and the transfers thereof. Upon assignment of such Parking Space by Developer, Developer caused the Association to record its transfer in the Book, and the Unit to which its use is assigned shall have the exclusive right to the use thereof. The use of the Parking Space shall thereupon be

appurtenant to said Unit and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Unit. Upon conveyance or passing of title to the Unit to which the said assignment of use of Parking Space has been made, the Unit Owner making the conveyance of title shall execute a notice of transfer to the Association which shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new document entitled "Assignment of Use of Parking Space" and record the transfer in the Book.

- (b) The Assignment of Use of Parking Space shall be a written instrument signed by any two (2) officers of the Association which shall describe the Parking Space, the use of which is to be assigned, the name of the transferee and the transferee's Unit number, which shall thereupon be recorded in the Book.
- (c) In the event any Parking Spaces have not been assigned to the use of any particular Unit, such Parking Spaces may be assigned, or used on such terms and conditions as the Board may from time to time determine; provided that a portion of the Parking Spaces shall always be kept for providing guest parking.
- (d) After the Initial Assignment, the exclusive use of Parking Space(s) may not be reassigned or transferred except in connection with the transfer of title to the Unit to which such Parking Space(s) is appurtenant as hereinbefore provided. Notwithstanding the foregoing, however, Parking Space(s) may be temporarily reassigned with the express written consent of the Unit Owner(s) whose Parking Space(s) are being reassigned and the consent of the Board of Directors, provided that all such transfers automatically terminate when title to the Unit from which the assignment was made is transferred, regardless of any agreement between the assignor and assignee to the contrary.
- (d) Notwithstanding any provision herein contained to the contrary, there shall always be at least one (1) Parking Space appurtenant to each Condominium Unit and no transfer shall be made which shall result in a Condominium Parcel having less than one (1) Parking Space appurtenant thereto.
- (e) No trailer, boat, van, camper, truck or commercial vehicle shall be permitted on any portion of the Condominium Property, except for trucks furnishing goods and services and except as the Association

may designate from time to time in its Rules and Regulations. The term "Commercial vehicle" includes, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes (markings and symbols installed at the factory by the vehicle's manufacturer are excluded as are license plate frames, bumper stickers placed on the rear bumper of vehicles, and decals for communities or businesses which identify the vehicle as belonging to that community or organization). The term "Commercial Vehicle" shall exclude law enforcement vehicles notwithstanding such vehicle's markings.

Notwithstanding the foregoing, passenger vans are permitted. Such vans must have windows on all body panels, not be utilized for commercial purposes, and contain no commercial lettering or signage. The maximum permissible vehicle length may be set forth in the Rules and Regulations promulgated by the Board of Directors from time to time, however, the permitted length in such rule may never be less than the length of the parking space as measured from the parking stop to the end of the painted lines of the parking space.

While engaged in making deliveries or service calls, or if being utilized by Association employees, trucks and other commercial vehicles may be parked in designated areas, but not overnight.

All vehicles parked on the property contrary to the provisions contained herein or in separately published rules and regulations shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

Notwithstanding anything herein to the contrary, no vehicle or other device shall be permitted to park on Condominium property for other than delivery or service call purposes, if its dimensions exceed the dimensions of the parking space assigned or designated.

The Board may adopt and amend additional rules and regulations regarding the issuance and display of decals to identify residents' or guests' vehicles.

3.6 Easements. Subject to the Association's authority to suspend use rights hereunder and under the Act, the following easements are hereby created (in addition to any easements created under the Act):

- (a) Perpetual Nonexclusive Easement. Subject to Section 18.4 of this Declaration, the Common Elements and Association Property shall be, and the same are hereby declared to be subject to a perpetual easement in favor of all of the Owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners.
- (b) Settlement or Movement of Improvements. In the event that any Unit shall encroach upon any Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment upon the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portions of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.
- (c) Air Space. The Owner of each Unit shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and said Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (d) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium and Association Property as may be required from time to time for utility, cable television and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provisions of such utility or other services or drainage facilities or the use of these easements. Drainage systems on the Condominium and Association Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

- (e) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion of the Common Elements and Association Property as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements or Association Property as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways. The Unit Owners in each Marina at the Bluffs Condominium shall have the right to use and enjoy the walks and other rights-of-way comprising a portion of the Common Elements within each such Marina at the Bluffs Condominium and the Association Property, and each Declaration shall provide appropriate easement provisions to effectuate this plan. The walks and other rights-of-way in this Condominium as shown on the Survey attached to the Original Declaration or hereafter located within the Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same and, pursuant to the Recreational Covenants Agreement, to the Recreation Areas and to public ways, including dedicated streets, which easement is created in favor of all the Unit Owners in the Condominium and Owners of Units in all Marina at the Bluffs Condominiums now or hereafter existing for their use and for the use of their family members, guests, invitees or licensees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish Rules and Regulations governing the use and enjoyment of the Common Elements and Association Property, and all easements over and upon same. Notwithstanding anything to the contrary contained in this paragraph, the easements described and set forth in this paragraph are intended to comply with Section 718.104(4) of the Act. Inasmuch as the Condominium constitutes a part of Marina at the Bluffs Condominiums, the Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the balance of Marina at the Bluffs Condominiums and the Owner or Owners of any portions thereof, their family members, guests, invitees or licensees, the Association, and such appropriate utility and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by the Association to

and from all portions of Marina at the Bluffs Condominiums for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto. Association hereby reserves unto itself, its successors, assigns, designees and nominees, the right to impose upon the Common Elements and Association Property henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as the Board deems to be in the best interests of and necessary and proper for the Condominium and the balance of the Marina at the Bluffs Condominiums.

- (f) Maintenance Easement. The Association shall have an easement to enter a Unit for the maintenance, repair and replacement of the Common Elements. Such access to a Unit shall be with notice to the Unit Owner or other occupant, if practicable, and only during reasonable hours, except that access may be had at any time in case of emergency.
- (g) Notwithstanding anything herein to the contrary, any easements with the adjacent marina, known as The Bluffs Marina Association, Inc, (as the name may be changed from time to time), its successors and assigns, its board of directors, or officers, or with any member or individual using the marina, must be approved by the affirmative vote of seventy-five percent (75%) of the eligible voting interests of the Association.

3.7 Association. The Association shall be the Condominium Association responsible for the operation of each Marina at the Bluffs Condominium as well as the Recreation Areas. Each Unit Owner in each of the Marina at the Bluffs Condominiums shall be a member of the Association as provided in the Condominium Documents.

4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and, except as elsewhere provided herein to the contrary, the exclusive right to use all appropriate appurtenant Limited Common Elements shall

not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

5.1 Percentage Ownership and Shares. Each Unit shall have, as an appurtenance thereto, an equal undivided percentage interest in the Common Elements and an equal percentage share of the Common Expenses and Common Surplus.

5.2 Voting. An Owner or Owners of a Unit shall collectively be entitled to one (1) vote.

5.3 Membership In Association. Each Unit shall have, as an appurtenance thereto, a membership in the Association and in the funds and assets of the Association.

6. AMENDMENTS. Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

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

6.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than a majority of the voting interests of the Association at a membership meeting at which a quorum is established, or by written agreement provided a quorum participates.

- 6.3 Proviso. Provided, however, that no amendment may 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 Owner of the parcel shares the Common Expenses and owns the Common Surplus unless the record Owner of the Unit and all record owners of liens on it join in the execution of the amendment, and unless all the record Owners of all other Units approved the amendment.
- 6.4 Notwithstanding anything to the contrary in any provision of this Declaration of Condominium, upon the completion of the construction of balconies on the building containing the Units, the Board of Directors may amend this Declaration, by a vote of a majority of the entire Board, without the necessity of a vote of the Unit Owners, to specifically designate all such balconies as limited common elements appurtenant to the units to which they are attached. Such amendment(s) may also address the maintenance obligations for such balconies.

7. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.

- 7.1 Units. All maintenance, repairs and replacements of, in or to any Unit, as defined in Section 3.4 hereof, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Unit Owner includes, but is not limited to, all electrical and plumbing fixtures, shower pans, lines, pipes, outlets, wiring and connections within or serving only that Unit, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, the heating and air-conditioning equipment (wherever situated), and everything else within the boundaries of the Unit except to the extent the Association is specifically responsible therefore under Section 7.3 below. The Unit Owner shall also maintain, repair and replace, at his, her or its sole cost and expense, all portions of any hurricane protection that the Unit Owner may install, upon prior written approval of the Association, including such portion of the Common Elements, if any, to which the hurricane protection is attached, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane protection if necessary or required in order for the Association to discharge its obligations hereunder, except painting the exterior surfaces of the shutters, which shall be performed by the Association at Common Expense.
- 7.2 Specific Unit Owner Responsibilities.

- (a) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of any portions of the air-conditioning and heating systems serving only his or her particular Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, discharge lines, and all related parts, without regard to whether such items are located within the boundaries of the Units, except as provided in Section 7.3 below. Notwithstanding the foregoing, the Association may enter into a service contract for all air conditioning and heating systems serving any portion of the Condominium Property, with the cost of the service contract being paid for at Common Expense, provided, however, that each individual Owner shall be responsible for any maintenance, repair or replacement not covered by the service contract.
- (b) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of all exterior screens, Without limiting the generality of the foregoing, no Unit Owner may decorate, alter or modify exterior screens, doors, or windows or the framework in any manner whatsoever. As to the exterior doors, Unit owners are responsible to paint the interior side of all Unit doors and shall be responsible for all door locks (interior and exterior), door knobs or opening mechanisms (interior and exterior) and any operating or locking mechanisms within the door. All door knobs, opening mechanisms and locks visible from the exterior must conform in style, color and appearance as approved by the Board of Directors from time to time.
- (c) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair, and replacement of all fans, stoves, hot water heaters, refrigerators, sinks, toilets, tubs, showers, shower pans, or other appliances or equipment, including any fixtures and/or their connections required to provide Utility Service to his Unit.
- (d) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement the circuit breaker box within or serving the unit and all electrical lines, conduits or fixtures running from the circuit breaker box into the Unit up to and including the fixtures or outlets within the Unit.
- (e) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the main shut-off valves within or serving the Unit and all plumbing lines, conduits or fixtures running from the main shut-off valve into the Unit up to and including

the fixtures or outlets within the unit and all drain lines within or serving the Unit up to the point the drain line connects to the common line, except and excluding those drain lines which are located, in whole or in part, within a load bearing wall or load bearing slab.

- (f) Maintenance and upkeep of the interior areas of any balcony, terrace or patio shall be the exclusive responsibility of the Owner of the Unit to which that balcony, terrace or patio is attached pursuant to Section 3.5 hereinabove.
- (g) Unit Owners shall promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.
- (h) All maintenance, repair or replacement for which the Units Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein. Notwithstanding the foregoing, a Unit Owner or Tenant may have work performed in their unit without prior approval of the Board to prevent or minimize damage to their Unit, when there are electrical issues, including but not limited to a power outage affecting only the individual unit or issues with electrical wiring which may become an immediate danger to persons or property; plumbing issues, including but not limited to water leaking within the unit or plumbing which is backing up into the unit; failure of air conditioning and heating systems, and/or failure of appliances including but not limited to stoves, ovens, microwaves, refrigerators. The Unit Owner or Tenant must notify the Board as soon as practicable after the action is taken, but no later than the next business day.
- (i) All floors in all Units, except bathrooms, kitchens and foyer, shall be carpeted or covered with a hard surface, in accordance with rules promulgated by the Association, so as to abate the noise which may be created and transmitted to the Unit or Common Elements of the Condominium lying below. All hard surfaces must have approved noise abatement. In the event the Board of Directors determines that any noise is being transmitted to another Unit or to Common

Elements and that such noise is unreasonable, then the Owner of such Unit shall, at his expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board.

- (j) The Unit Owner shall be responsible, at his or her own expense, for the maintenance, repair and replacement of all windows and sliding glass doors serving a Unit, including, without limitation, all frames, locks and operating mechanisms appurtenant thereto, as well as trim and caulking.

7.3 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, at common expense, for:

- (a) All maintenance, repairs and replacements in or to the Common Elements, Limited Common Elements and Association Property;
- (b) All portions of the Condominium (except interior wall surfaces of Units) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, chasing and load bearing railings, walls or columns, or boundary walls of Units;
- (c) All fixtures on the exterior of the Buildings (except as otherwise specifically provided in this Declaration);
- (d) All floor and ceiling slabs, including, but not limited to, the slabs of all terraces and balconies;
- (e) All conduits, chases, chase areas, ducts, plumbing, air-conditioning (not including any compressor, air handler or other components identified in Section 7.2[a] above which serve only one particular Unit);
- (f) Wiring and other facilities for the furnishing of Utility Services which are contained in the aforementioned portions of the Condominium;
- (g) All electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Unit;

- (h) All plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the main shut off valve within or serving the Unit, and only those drain lines located in whole or in part within a concrete slab or load bearing wall;
- (i) All air conditioning supply pipes, return pipes and ball valves serving the Common Elements and the Units, as well as the air conditioning riser pipes;
- (j) All other utilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained;
- (k) All property owned by the Association;
- (l) Except for damage caused by the negligent or intentional acts of the Unit owner, tenant or their family members, guests and invitees, which shall be the Unit Owners responsibility to repair or replace at his or her own expense, the Association shall be responsible for the maintenance, repair and replacement of all entry doors to Units, except for door locks, door knobs, operating mechanisms and mechanisms within the door. The painting of the exterior surfaces of all Unit entry doors and exterior window frames;
- (m) All incidental damage caused to a Unit by such work up to a maximum of \$1,000.00 per unit (unless caused by negligent or intentional misconduct for which the Association is responsible, in which case no limitation shall apply).

The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Unit Owners, their families, tenants, guests or invitees, in which case such cost and expense shall be paid solely by such Unit Owners, and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit.

8. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON ELEMENTS OR ASSOCIATION PROPERTY BY THE ASSOCIATION.

- 8.1 Alterations related to the common elements of this Condominium. No portion of the Common Elements and Association Property of this Condominium may be subject to any additions, alterations or improvements

(as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of two percent (2%) of the annual budget for this Condominium then in effect for Common Expenses, including operating expenses and reserves, for any individual addition, alteration or improvement, or in excess of five percent (5%) percent of the annual budget for this Condominium then in effect, including operating expenses and reserves, for all additions, alterations or improvements undertaken within a fiscal year, unless such additions, alteration or improvements have been approved by not less than two-thirds (2/3) of the voting interests of this Condominium, at a membership meeting at which a quorum is established, or by written agreement. Any additions, alterations or improvements to the Common Elements or Association Property of this Condominium, or any part thereof, involving a Common Expense of less than the two percent (2%) and five percent (5%) thresholds described above, may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property of this Condominium undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners of this Condominium accordingly.

- 8.2 Alterations related to the Common Elements or Association property outside of the footprint of any particular Condominium. No portion of the Common Elements and Association Property (used by all members of the Association) may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of two percent (2%) of the annual budget for the Association, then in effect for Common Expenses, including operating expenses and reserves, for any individual addition, alteration or improvement, or in excess of five percent (5%) percent of the annual budget for the Association then in effect, including operating expenses and reserves, for all additions, alterations or improvements undertaken within a fiscal year, unless such additions, alteration or improvements have been approved by not less than a majority of voting interests of the Association at a membership meeting at which a quorum is established, or by written agreement provided a quorum participates. Any additions, alterations or improvements to the Common Elements or Association Property, or any part thereof, involving a Common Expense of less than the two percent (2%) and five percent (5%) thresholds described above, may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners throughout the Association accordingly.

9. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY BY UNIT OWNER.**

9.1 Prohibited Alterations. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements or Association Property.

9.2 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Unit or to the Limited Common Elements appurtenant to his or her Unit which is structural in nature, or which impacts the Common Elements in any way, including, but not limited to, any work which involves piercing the Unit boundary, which changes the appearance of any portion of the exterior of the Building, which relocates, modifies or installs new electrical, plumbing, telephone or any such utility line, or which requires the issuance of a permit from a governmental or regulatory authority or agency, without the prior written consent of the Board of Directors. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of

installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration. The Board may impose the requirements set forth in Paragraph 7.2(h) above and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.

- 9.3 Additional Unit Owner Responsibility for Alterations and Additions. Any modifications, installations, or additions made by a Unit Owner shall be the financial responsibility of the Unit Owner and his or her grantees, heirs, successors and assigns and any future Owners of the Unit, including, but not limited to, insurance, maintenance, repair, and replacement of the modifications, installations or additions, regardless of whether the modification, installation or addition was installed by the current or a former Unit Owner. Any modifications, installations or additions made by a Unit Owner may be removed by the Association at the expense of the Owner in connection with the Association's discharge of its obligations under this Section. In such cases, if the Association advances the cost of removal and/or re-installation of such improvements, the Unit Owner who installed the alteration, addition, or improvement (and/or his or her successors in title) shall be obligated to reimburse the Association for any costs incurred by the Association in connection with the removal and/or re-installation of the alteration, addition or improvement, with said obligation being secured by a lien enforceable in the same manner as a lien for Common Expenses as provided in Section 12 herein below. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or re-installation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

10. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

- 10.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Amended and Restated By-Laws and Amended and Restated Articles of Incorporation of the Association (respectively, Exhibits "A" and "B" annexed hereto), as amended from time

to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements, Association Property, or to a Unit or Units. Unit Owners shall be required to provide the Association with a key for access to the Unit for the foregoing purposes. If the Owner fails to provide a key that provides access to the Unit, the Association shall not be liable for any damage caused to the Unit or to the Unit Owner's property as a result of the Association gaining access to the Unit or any delay in gaining such access, and the Unit Owner shall be liable for any costs incurred by the Association in obtaining access. The Unit Owner shall be given advanced notice of any non-emergency access.
- (b) The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair and replace the Common Elements and Association Property. Notwithstanding the foregoing powers, any lease of the Common Elements or Association property to the marina facility which is directly adjacent to the Condominium Property, or to the marina facility's officers, directors, or boaters using the facility, must be approved by seventy-five percent (75%) of all of the eligible voting interests of the Association.
- (c) The power to acquire or convey title to real property (excluding Units in the Condominium which may be acquired or conveyed upon approval of the Board)) and to mortgage real property upon the approval of seventy-five percent (75%) of all the eligible voting interests of the Association either at a meeting or by written agreement.
- (d) The power to purchase Units in the Condominium and to hold, lease, mortgage or sell a Unit so acquired, subject to the limitations thereon

in the Articles of Incorporation on the manner in which Units may be acquired.

- (e) The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.
- (f) The right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- (g) The duty to maintain official records according to good accounting practices, and the requirements of the Condominium Act, as same may be amended from time to time.
- (h) The power to contract for the management and maintenance of the Condominium and Association Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Condominium Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, subject to the limitation on mortgaging Association real property set forth in Paragraph (c) of this Article 10.1.
- (j) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Units, the Common Elements, Association Property and the Condominium Property.
- (k) The power to lease and/or charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted a right to such exclusive use.

- (l) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 10.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium or Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant hereto. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.
- 10.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 10.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting or vote by written agreement, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

10.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declaration, Articles of Incorporation or By-Laws shall be given or taken by the Board of Directors, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

11. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS

THEREFOR. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and assess such Assessments among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Additionally, the Board of Directors may levy special assessments when determined by the Board of Directors to be necessary. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

12. COLLECTION OF ASSESSMENTS.

12.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Unit Owner. Except as provided in Section 12.4 below, the Unit Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (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 Condominium Parcel and proceed in the same manner as provided herein and in the Act, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or

enjoyment of any Common Elements or Association Property or by the abandonment of the Unit for which the Assessments are made or otherwise.

- 12.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien shall have such priority as may be provided in the Act. All claims of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and Special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 12.7 below.
- 12.3 Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Unit which shall have the same priority as the Association's lien for unpaid assessments against the Unit. Except to the extent limited by the Act, the lien on any rentals derived from the Unit shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the owner is delinquent in the

payment of any Assessment or other charge due and payable to the Association by the Unit Owner under this Declaration.

- 12.4 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Institutional First Mortgagee's liability is limited to the maximum amount set forth in the Act. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.
- 12.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.
- 12.6 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.
- 12.7 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.
- 12.8 Set Off. Any funds due and payable by the Association to a Unit Owner under this Declaration of Condominium, the Articles of Incorporation or the By-Laws, or under the Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Unit Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

13. INSURANCE. Insurance covering portions of the Condominium Property shall be governed by the following provisions (other than title insurance):

13.1 Authority to Purchase; Named Insured. The Association shall purchase such insurance policies upon the Condominium and Association Property as shall be required by the Act. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense, as well as all other real and personal property located within the boundaries of the Unit which is excluded from the coverage to be provided by the Association as set forth in the Act, which policies shall provide that the coverage afforded thereunder is excess over the amount recoverable under any other policy covering the same property and which shall be without rights of subrogation against the Association.

13.2 Coverage.

- (a) Casualty. All Buildings and Improvements upon the Condominium Property shall be insured in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, as determined annually by the Board of Directors. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. All personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. In the event any steam boiler or gas heater is utilized or maintained on the Condominium or Association Property, explosion insurance (including the amount thereof) and the insurance company issuing same, shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

- (i) Loss or damage by wind, fire and other hazards covered by a standard extended coverage endorsement; and
 - (ii) Such other risks as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use as the Building on the Land, including but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the insured property or adjoining driveways and walkways, or any work, matters or things related to the insured property, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice-versa; such coverage shall be in such amounts as shall be required by the Board of Directors of the Association, but with combined single limit of not less than One Million Dollars (\$1,000,000.00) for each person, accident or occurrence, and Fifty Thousand Dollars (\$50,000.00) property damage.
- (c) Workmen's Compensation Insurance to meet the requirements of law.
- (d) Casualty Insurance, Liability Insurance, Workmen's Compensation and Other Mandatory Insurance, when applicable, regarding the Improvements and Buildings, as well as such other insurance on said property as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.
- (e) Flood Insurance, if required by Institutional Mortgagees, or if the Association so elects.
- (f) Fidelity Insurance covering all Directors, Officers and employees of the Association and managing agents who handle Association funds, if any.
- (g) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.

Where 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) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have an issued

coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association, or by one (1) or more Unit Owners.

- 13.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one (1) or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 13.4 Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees in the following shares:
- (a) Common Elements or Association Property. Proceeds on account of damage to Common Elements: an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit. Proceeds on account of damage to Association Property: an undivided equal share for each Member of the Association.
 - (b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:
 - (i) When the Building is to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association;
 - (ii) When the Building is Not to be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.
 - (c) Mortgagee. In the event a mortgage endorsement has been issued as to a Unit, the original policy of which shall be held for the

mortgagee, the share of the Unit Owner as their interests may appear shall be held in trust for the Unit Owner and any mortgagee; provided, however, that 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 of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

- (a) 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 cost of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be retained by the Association as common surplus.
- (b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which 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.

13.6 Association as Agent. The Association is hereby irrevocably appointed agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium or Association Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of such claims.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY. This provision shall apply to the reconstruction and repair of any portion of the Condominium Property damaged by casualty.

14.1 Determination to Reconstruct or Repair. If any part of the Condominium or Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (a) Common Elements and Association Property. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated. If the damaged property is Association Property, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that all condominiums shall be terminated. This provision shall not preclude the Owners from exercising the rights provided in paragraph (c) of this subsection 14.1.
- (b) Building. The Unit Owners may vote not to reconstruct or repair the Condominium and Association Property after casualty and terminate the Condominium as provided in the Act.
- (c) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Buildings or Improvements, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved in the manner required in Section 8 of the Declaration.
- (d) Estimate 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. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.
- (e) Responsibility for Reconstruction and Allocation of Expenses. The responsibility for reconstruction and the allocation of reconstruction expenses shall be as set forth in the Act.

15. CONDEMNATION.

- 15.1 Deposit of Awards with Association. The taking of portions of the Condominium or Association Property by the exercise of the power of eminent domain may, in the discretion of the Board of Directors, be deemed to be a casualty, and the awards for that taking may be deemed to be proceeds from insurance on account of the casualty and may be deposited in the manner provided for insurance proceeds. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards

with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

- 15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty, or as elsewhere specifically provided herein.
- 15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Board), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit. The Association shall have the right to collect and enforce any Assessment for such costs and charges in the manner provided in accordance in Section 12 of this Declaration for the enforcement of Assessments.
 - (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, if a mortgagee endorsement has been submitted to the Association, the remittance being made payable

jointly to the Owner and such mortgagees in the manner provided in such mortgagee endorsement.

- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the allocated percentage in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced by multiplying such allocated percentage by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be restated as follows:
- (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
 - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Board), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to any Institutional First Mortgagees who have submitted a mortgagee endorsement to the Association in amounts sufficient to pay off their mortgages in connection with each Unit which is made uninhabitable; second, to the Association for any unpaid Assessments and other charges; and third, jointly to the affected Unit Owners and other mortgagees of their Units who have submitted a mortgagee endorsement to the Association.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed

the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required in Section 8 hereof.

- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Units. This shall be effected by restating the shares of continuing Unit Owners as follows:

- (i) Add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof (the "Percentage Balance"); and
- (ii) Divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as provided above) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

- 15.6 Taking of Common Elements or Association Property. Awards for the taking of Common Elements or Association Property shall be used to render the remaining portion of the Common Elements or Association Property usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required by Section 8 hereof. 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 or in

equal share to all Members of the Association for any award for a taking of Association Property, after adjustments to these shares are effected pursuant hereto by reason of the taking or applied by the Association to other Assessments, in the discretion of the Board. If the Board determines to distribute the surplus and there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit who have submitted a mortgagee endorsement to the Association.

- 15.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium to be approved by, and executed upon the direction of, a majority of the Board.

16. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

- 16.1 Occupancy. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. As used herein, "single family" or words of similar import shall be deemed to include up to two (2) natural persons who are married or up to two (2) natural persons who are not related by blood, marriage or adoption living together as a single housekeeping unit, their children, grandchildren, parents, mothers-in-law or fathers-in-law, and the spouses of the aforementioned family members. The Board of Directors may make and amend rules pertaining to the number of persons who may occupy a Unit, such rules to be based upon non-discriminatory factors, including, but not limited to, the square footage of the bedrooms, the square footage of the Units and shared amenities within the Units, the shared amenities and facilities on the Common Elements and Association Property, and the living standards in the surrounding community.

Under no circumstances may any Unit be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use.

A guest shall be considered any occupant who is not a Unit Owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the Unit with the Owner or approved tenant or the guest is a member of the Owner's or approved tenant's family, as defined above. However, any guest who occupies a Unit in excess of thirty

(30) days cumulatively in any calendar year, whether with or without the Owner or approved tenant in residence, shall be subject to screening and orientation as a tenant. Guest occupancy in the absence of the Unit Owner or approved tenant by persons other than members of the Unit Owner's or approved tenant's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such guest visits. Prior to any occupancy of the Unit by any guest, the Owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, any familial relationship to the Owner or approved tenant, the anticipated date of arrival, and the anticipated date of departure.

- 16.2 Pets. No pets or animals may be kept or brought on any portion of the Condominium Property at any time except as specifically permitted herein and subject to the rules and regulations adopted by the Board of Directors. Only Owners may bring, harbor or keep pets on the Condominium or Association Property, provided that no Owner may bring, keep or harbor more than one (1) dog weighing up to (20) pounds or one (1) cat weighing up to twenty (20) pounds. An Owner may also bring, harbor or keep birds in a cage or fish in a tank, provided that the size of the fish tank may not exceed ten (10) gallons. No tenant or guest may bring a pet onto the Condominium Property. All permitted pets shall either be carried, in a cage or on a leash when within any portion of the Condominium or Association Property other than the Unit in which the pet resides. In addition to the foregoing, the Board may make and amend rules from time to time to impose further restrictions on the keeping and handling of permitted pets on the Condominium or Association Property, which may include, without limitation, the species and number of birds which may be permitted and limitations on permissible breeds of other permitted animals. Permission to have a pet on the Condominium or Association Property may be revoked for any violation of the requirements of this provision or the rules adopted by the Board or should any pet on the Condominium or Association Property show danger propensities, become a nuisance, or should the Owner fail to properly control or immediately clean up after the pet.
- 16.3 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 16.4 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of

Units or which interferes with the peaceful possession or proper use of the Condominium or Association Property by the residents or occupants. The Board of Directors is hereby authorized to adopt additional rules and regulations regarding noise, including, but not limited to, regulations regarding the types of activities that are permitted, the level of noise that is permitted, and the hours during the day during which certain types of activities are permitted.

- 16.5 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium or Association Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this subsection.
- 16.6 Leases. No portion of a Unit may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. No Unit Owner may lease his or her Unit more than twice in a twelve (12) month period, measured from the commencement of the most recent prior lease. No Unit Owner may lease his or her unit during the first twelve (12) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Unit, except transfers by devise or inheritance to members of the family, as defined herein above, of a deceased Unit Owner, or Units acquired by the Association, or transfers to add a member of the Owner's family, as defined hereinabove, to the title for estate planning purposes. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first twelve (12) months of ownership shall commence upon expiration of the existing lease. No lease may be for a term of less than four (4) months or more than twelve (12) months. No rooms may be rented and no transient tenants accommodated. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any lessee of a Unit Owner who is in breach or violation of this Declaration or the rules and regulations of the

Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and the tenant shall have the right to use the facilities and Common Elements to the exclusion of the Unit Owner unless the tenant waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, a Unit Owner shall be jointly and severally liable with his, hers or their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All tenants shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited. The foregoing paragraph 16.6 shall not apply to leases of Association-owned units.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by a Unit Owner and a tenant of Association Property and Common Elements is prohibited.

- 16.7 Signs. No "For Sale" or "For Rent" signs or other displays of advertising shall be maintained on any part of the Common Elements, Limited Common Elements, Association Property or Units, excepting for spaces specifically provided for such signs as shall be designated by the Association.
- 16.8 Antennas. No television or radio antennas or towers of any nature shall be erected on any part of the Condominium or Association Property or the exterior of any Building, except to the extent such installations must be permitted by federal law or except to the extent such installations are approved as an alteration to the Common Elements or Association Property as provided in Sections 8 or 9 hereof. The Board is empowered to adopt rules and regulations regarding the installation of television or radio satellites or antennas consistent with any applicable federal law in order to preserve

and protect the Condominium or Association Property from damage and to address legitimate safety objectives.

- 16.9 Limitations on Ownership. No ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other entity of any kind except for trustees of trusts or corporations where all of the stock is owned by the members of a single family, as defined above, where such trust or corporation was formed for the purpose of estate or financial planning. This provision is not applicable to the acquisition of Units by the Association. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the prohibitions in this section applicable to leases. Title to a Unit may not be held in the name of more than two (2) natural persons. No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than two (2) Units in the Condominiums operated by the Association including, without limitation, individually, jointly or through his or her spouse or domestic partner, a "straw man" or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit. Such additional transfers shall be considered void.

17. **CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS.** In order to insure the community of congenial residents and thus protect the value of the Units, the sale, leasing, rental, and transfer of Units by any Owner shall be subject to the following provisions:

- 17.1 Transfers Subject To Approval. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:
- (a) All sales of units except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a unit or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.
 - (b) All transfers by lease.

- (c) All transfers by gift.
- (d) All transfers by devise or inheritance.
- (e) Any other transfer of title to or possession of a unit.
- (f) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.
- (g) All transfers by lease may be conditioned upon the posting of a security deposit with the Association not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.

17.2 Notice to Association. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the Letters of Administration for the Personal Representative of a deceased Owner's estate and such other documentation from the Probate Court file as the Board may reasonably require in the event of a transfer by devise, a copy of the lease in the case of a lease, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

17.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 17.2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

- (a) Approval. In the event the Association approves a lease, the Association shall notify the transferor and transferee of its approval in writing. In the event the Association approves any other transfers subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of

approval, approving the transfer, executed by an authorized representative of the Association.

- (b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Unit Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Unit Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (a) of this Section 17.3.

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit. Good cause shall be defined to include the following:

- (1) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Unit and/or the Common Elements by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the rules and regulations, or;
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence

to persons at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or

- (3) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); or
- (4) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or
- (5) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium as a lessee, guest, owner or occupant of a Unit; or
- (6) The applicant fails to comply with the requirements of Section 17.2 hereof.
- (7) No transfer of title will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

17.4 Leasing. The Association must approve or disapprove a lease within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof. The Association may disapprove a lease on any reasonable grounds, including, but not limited to, any of the provisions defining good cause for transfers of title which might be applicable.

17.5 Exceptions. The foregoing provisions of this section entitled "Conveyances, Sales, Rentals, Leases and Transfers" will not apply to a transfer to or a purchase by the holder of an institutional mortgage that acquires its title as the result of owning such mortgage upon the Unit concerned; and this will be so whether the title is acquired by deed from the Unit Owner, his successors

or assigns, or through foreclosure proceedings; nor will such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

- 17.6 Mortgage Approval and Subordination. All liens against a Unit, other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for Assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds eighty percent (80%) of the fair market value of the Unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the Unit at the time of recordation of the mortgage.

18. **COMPLIANCE AND DEFAULT.** Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

- 18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements, Association Property, a Unit, the Unit Owner's personal property, or to the personal property of the Association or other Unit Owners or residents or guests, including, but not limited to, repair after casualty under Section 14 hereinabove, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any member of his family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment under Article 12 hereof.
- 18.2 Compliance. In the event a Unit Owner or occupant fails to comply with such Unit Owner's obligations under Sections 7, 9, 13 and 16 hereof or fails to observe and comply with any other provision of the Declaration, the By-

Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments levied under Article 12 hereof.

- 18.3 Fines. In addition to all other remedies provided hereunder, in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium or Association Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed the maximum amount permitted by the Act.
- 18.4 Suspension of Use Rights. In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the Unit Owner, his or her tenants, guests, licensees or invitees, to use any portion of the Common Elements or Association Property or other facilities during any period of time during which the Unit Owner is delinquent in the payment of assessments or any other financial obligation to the Association or in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required.
- 18.5 Suspension of Voting Rights. In addition to the remedies provided in Section 12 hereof and by applicable law, the Association may suspend the voting rights of any Owner who is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association. Any Owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Owner.
- 18.6 Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act shall be subject to a right of set-off for any amounts due and owing to the

Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

- 18.7 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).
- 18.8 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 18.9 Election of Remedies. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.
- 18.10 Assignment of Rights. The Association, through its Board of Directors, may assign all or a portion of its enforcement rights hereunder to the Property Owners Association. All such assignments prior to the effective date of this amendment are hereby revoked and of no further force and effect.

19. **TERMINATION.**

- 19.1 Procedure. This Condominium may be voluntarily terminated in the manner provided for in the Act.
- 19.2 Certificate. The termination of the Condominium in any of the foregoing manners shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to the fact of the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

20. **RESTRICTIONS AND EASEMENTS.** The real property submitted to Condominium ownership hereby is subject to conditions, limitations, restrictions,

dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Association for the benefit of such persons as the Association designates.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the Land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

21. **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Association, the Unit Owners, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

22. **ADDITIONAL PROVISIONS.**

- 22.1 **Notices.** All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of 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, unless another manner of delivery is specifically required by the Condominium Act or this Declaration or the By-Laws. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

- 22.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 22.3 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 22.4 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 therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of a Treasurer may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 22.5 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 applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 22.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules

and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

- 22.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 22.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 22.9 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 or no genders.
- 22.10 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.