

SECOND CONSOLIDATED AND AMENDED
DECLARATION OF CONDOMINIUM OF
JUPITER HARBOUR, A CONDOMINIUM

WHEREAS, VENEZIA PLAZA N.V., a Netherlands Antilles corporation, and M.S.T. INC., a Florida corporation, a joint venture d/b/a THE ISLAND ON JUPITER INLET declared five condominiums in Palm Beach County, Florida, each Condominium's Declaration of Condominium being recorded in the Public Records of Palm Beach County, Florida as follows:

CONDOMINIUM NAME	DATE	<u>OFFICIAL RECORDS</u>	
		BOOK	PAGE
Antigua Condominium	August 3, 1982	3771	292
Bahama Condominium	May 1, 1981	3528	1601
Bermuda Condominium	May 1, 1981	3528	1663
Eleuthera Condominium	December 15, 1982	3852	1264
Jamaica Condominium	May 1, 1981	3528	1539

WHEREAS, on December 11, 1992 the Consolidated and Amended Declaration of Condominium of the Island at Rive Harbour, a Condominium was recorded in Official Records Book 4432 at Page 0438 of the Public Records of Palm Beach County, Florida;

WHEREAS, the purpose of the Consolidated and Amended Declaration of Condominium of the Island at Rive Harbour, a Condominium included: the merger of the five Condominiums into one condominium, that condominium being named the "The Island at Rive Harbour; a Condominium;" and, merger of the five Declarations of Condominium into one declaration of condominium, that being named the "Consolidated and Amended Declaration of Condominium of The Island at Rive Harbour, a Condominium;"

WHEREAS, the Consolidated and Amended Declaration of Condominium of The Island at Rive Harbour, a Condominium has been amended from time to time, including by a Certificate of Amendment recorded November 2, 1989 in Official Records Book 6248 at Page 490 of the Public Records of Palm Beach County, Florida that changed the name of the merged Condominium, Island at Rive Harbour, a Condominium, to “JUPITER HARBOUR, A CONDOMINIUM;” and, changed the name of the Consolidated and Amended Declaration of Condominium of the Island at Rive Harbour, a Condominium, to “Consolidated and Amended Declaration of Condominium of Jupiter Harbour, a Condominium;”

WHEREAS, the foregoing Second Amended and Restated Declaration of Condominium of Jupiter Harbour, a Condominium, supercedes the Consolidated and Amended Declaration of Condominium of Jupiter Harbour, a Condominium.

ARTICLE I

DEFINITIONS

_____ 1. Assessment. Assessment means each Owner’s share of the amount required for the payment of the Common Expenses and Limited Common Expenses from time to time, as determined by the Association, as well as special assessments, fines and surcharges levied against the Owner or the Unit as hereinafter provided.

_____ 2. Articles. Articles means the Second Amended and Restated Articles of Incorporation of the Association which is attached as Exhibit C, as amended from time to time.

_____ 3. Association. Association means Jupiter Harbour Condominium Association, Inc., a non-profit Florida corporation, which is the entity responsible for the operation of the Condominium, or any successor.

_____ 4. Board of Directors. Board of Directors or Board means the Board of Directors of the Association.

_____ 5. Building. Building means any of the improved structures containing Units which constitute a part of the Property and are graphically depicted on Exhibit A.

_____ 6. Bylaws. Bylaws means the Second Amended and Restated By-Laws of the Association which is attached as Exhibit D, as amended from time to time.

_____ 7. Common Elements: Common Elements means all of the Property except the Units, and shall include but not be limited to:

- (a) All improvements and parts of the Property not included within the Units which

do not serve a particular Unit;

(b) Easements through the Units for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to the various Units and to the Common Elements;

(c) All structural beams, posts and members within the Units and an easement of support in every position of the Units which contributes to the support of the Building;

(d) All utility areas and installations and all utility services which are available to more than one Unit or available to the Common Elements;

(e) All parking areas and all driveways, alleyways, sidewalks and entrance ways and all other means of egress and ingress within and across the Property;

(f) All electrical outlets, apparatus and wiring, plumbing pipes and apparatus, telephone wires, hard wired fire/smoke alarms and detectors and their wiring, and all other ducts, conduits, cables, wires or pipes, which serve more than one unit and/or common elements regardless of where they are located; and

(g) All tangible personal property required for the maintenance and operation of this Condominium and for the common use and enjoyment of the Owners.

8. Common Expenses. Common Expenses means:

(a) Expenses of administration, insurance, maintenance, operation, repair and replacement of the Common Elements and of the portions of the Units to be maintained by the Association, and the costs of carrying out the powers and duties of the Association, including professional fees and expenses.

(b) Expenses declared Common Expenses by provisions of this Declaration, the Bylaws or by resolution of the Board of Directors.

(c) Any valid charge against the Property as a whole.

(d) The cost of mangrove trimming on or adjacent to the Property; the cost of such bulk rate television and data services and other utilities such as water, trash, sewer and other utilities not billed individually to Units as determined by the Board of Directors; and the cost of exterminating services in the Units.

9. Common Property. Common Property means that real property described in Exhibit B of the Master Declaration described below.

10. Common Surplus. Common Surplus means the amount of all receipts or revenues,

including assessments, rents, or profits, collected by a condominium association which exceeds common expenses.

11. Condominium. Condominium means the condominium created by the Consolidated and Amended Declaration of Condominium of The Island at Rive Harbour as amended from time to time.

12. Condominium Act. Condominium Act means the Florida Condominium Act, currently Chapter 718, Florida Statutes, as it may hereafter be amended from time to time.

13. Condominium Parcel. Condominium Parcel means a Unit together with the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto and an undivided share in the Common Surplus, and includes an obligation to bear a portion of the Common Expenses.

14. Declaration. Declaration means this Second Consolidated and Amended Declaration of Condominium of Jupiter Harbour, a Condominium, as amended from time to time.

15. Former Condominium. Former Condominium means any of those condominiums described in the introductory paragraph of this Declaration as Antigua, Bahama, Bermuda, Eleuthera or Jamaica.

16. Limited Common Elements. Limited Common Elements means those common elements which are reserved for the use of a certain Unit, to the exclusion of other Units, and for all purposes herein shall be treated as common elements as to the Unit for which they are reserved. Those Common Elements referenced in Article I(7)(f) above but which serve only a particular Unit, shall be a Limited Common Element of the Unit so served.

17. Master Declaration. Master Declaration means that Restated and Amended Declaration of Covenants and Restrictions for Jupiter Harbour formerly known as Island on Jupiter Inlet and as Rive Harbour dated November 10, 1988 and filed in Official Records Book 5871, page 582, Public Records of Palm Beach County, Florida as amended from time to time.

18. Mortgagee. Mortgagee means the holder of any recorded mortgage lien which encumbers any of the Property, including the Common Elements and any Unit.

19. Occupant. Occupant means any person or legal entity, other than the Owner, in lawful possession of, or lawfully present in any Unit.

20. Owner. Owner means the person(s) or entity owning in fee simple a Condominium Parcel.

21. Property. Property means all of the property subjected to condominium ownership

by the Consolidated and Amended Declaration of Condominium of the Island at Rive Harbour, a Condominium, as amended from time to time.

22. Property Owners Association. Property Owners Association means the Jupiter Harbour Property Owners Association, Inc. (Formerly known as Rive Harbour Property Owners Association, Inc. and Formerly The Island on Jupiter Inlet Property Owners' Association, Inc., as described in the Master Declaration.

23. Unit. Unit means a condominium unit in the Condominium as defined by the Condominium Act, subject to the boundary description in Article II of this Declaration.

ARTICLE II

DESCRIPTION OF CONDOMINIUM

1. Name. The name of this Condominium shall be Jupiter Harbour, a Condominium.
2. Description of Condominium Property. Attached hereto as composite Exhibit A are a survey and legal description of the Property and floor plans of the Units. The Condominium includes five (5) residential Buildings, containing ninety-seven (97) Units.
3. Time-Share Estates. No time-share estates will or may be created with respect to any of the Units in the Condominium.

ARTICLE III

OWNERSHIP OF UNITS AND BOUNDARIES

Each Unit together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject only to provisions of this Declaration and the Condominium Act. Each Owner shall be entitled to exclusive possession of the Unit, subject to the provisions of this Declaration and the Condominium Act. The boundaries of each Unit shall be:

1. The upper horizontal boundary shall be the lower surface of the unfinished ceiling.
2. The lower horizontal boundary apertures shall be the plane of the upper surface of the unfinished floor.
3. The vertical boundaries shall be:
 - (a) Exterior Building Walls— the unfinished inside wall surface of the Building,

and extended to include within the Unit's boundary apertures: doors, windows and their components including screens and frames.

(b) Interior Building Walls -- the area within a Unit's boundary except to the extent that such wall provides structural support or services to a portion of the Condominium outside that Unit; otherwise a wall inside a Unit is part of that Unit.

4. A Unit shall include all items outside of the Unit's vertical boundaries that provide services or utilities only to that Unit, but excepting Limited Common Elements which are an appurtenance to a Unit.

ARTICLE IV

UNITS AND APPURTENANCES

The Units are identified in Exhibits A and B, by number and location. Each Unit shall include the following as appurtenances, whether or not separately described, which shall pass with that Unit whenever it is conveyed:

1. Common Elements, Common Surplus and Common Expenses.

(a) Each Condominium Parcel shall include an undivided interest in the Common Elements and the Common Surplus as provided in Exhibit B, and shall bear a portion of the Common Expenses to the extent described in Exhibit B.

(b) The proportional shares of Common Elements, Surplus and Expenses appurtenant to each Unit have been established taking into consideration the size of the Units, their location and their initial sales prices. Although such percentage shares have been allocated upon such basis, the shares do not exactly reflect a mathematical ratio of respective square footage among Units or respective sales prices among Units.

(c) Each Owner and the Association may use the Common Elements for the purposes for which they are maintained but no such use shall hinder or encroach upon the lawful rights of other Owners. The Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition or division of the whole or any part thereof so long as the Buildings may exist in useful condition upon the land. Shares of the Owners in the Common Elements and Surplus or Common Expenses may be altered only by amendment of the Declaration executed by all Owners. No such change shall materially adversely affect the lien of a prior recorded mortgage without the consent of the Mortgagee.

(d) The expenses for Limited Common Elements referred to in Section VII (1)(b) above shall be assessed to the Owner(s) as provided for in Section IX (4) below.

2. Membership in the Association. Ownership of a Unit shall entitle the Owner to membership in the Association and an undivided and non-severable interest in the funds and assets of that corporation. Each Owner's interest in the Association shall be equal to such Unit's percentage interest in the Common Elements.

3. Membership in the Property Owners Association. Ownership of a Unit shall entitle the Owner to membership in the Property Owners Association, as more particularly described in the Master Declaration (the terms of which are hereby incorporated by this reference).

4. Unit Easements. Each Unit shall have and is hereby granted, as an appurtenance, the following perpetual easements for reasonable use, subject to reasonable rules and other provisions of the Declaration:

(a) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is hereafter vacated.

(b) Nonexclusive easement through or over all Common Elements for ingress, egress and other uses as permitted by this Declaration, including maintenance, repair and replacement of the Unit.

(c) Nonexclusive easements through other Units for maintenance, repair and replacement of the Unit and Common Elements, and for other necessary purposes; provided that access to any Unit shall be permitted under this easement only during reasonable hours except in case of emergency.

(d) Nonexclusive easements for encroachments presently existing of which any hereafter be caused by settlement or movement of the Building, or minor inaccuracies in construction.

(e) Nonexclusive easements through the Common Elements and the other Units for utilities service; provided, however, that such easements through the other Units shall be limited to those utilities areas and apparatus reasonably necessary after Board of Director's written approval.

(f) Nonexclusive easements over and across the Common Property for ingress, egress, utilities service, recreational use and all other purposes described in the Master Declaration.

5. Association Easements. The Association is hereby granted a perpetual, alienable, nonexclusive easement for the installation, maintenance, repair, operation and removal of utilities and drainage systems, to protect the Condominium, and, for maintenance, repair and reconstruction of the Condominium throughout the Condominium Property; provided, however, that such easements through the Units shall be limited to those utilities and drainage areas, for maintenance, repair and reconstruction of the Condominium and, in addition, to a Unit, to protect property outside that Unit and apparatus shown as constructed or as known existing in the Buildings and

specifications for the Buildings.

6. Limited Common Elements. Limited Common Elements include a Units terrace or balcony, assigned parking space and assigned carport storage room.

ARTICLE V

COMMON PROPERTY

1. Property Owners Association. In accordance with the Master Declaration, the Property Owners Association is responsible for the operation, maintenance, repair and replacement of all Common Property. Each Owner, as a member of the Property Owners Association, shall pay a ratable share of the costs attributable to the Common Property, through periodic Property Owners Association assessments as established by the Master Declaration.

ARTICLE VI

MANAGEMENT OF THE CONDOMINIUM

1. The Association. The Association shall administer this Condominium and manage, maintain and repair the Property (except for the portions of Units and Limited Common Elements to be managed, maintained and repaired by Owners). All persons owning a vested present interest of record in the fee title to any Condominium Parcel shall automatically be members of the Association and their respective membership shall terminate as their vested interest in the fee title to the Condominium Parcel terminates. Membership in the Association cannot be transferred, assigned or pledged in any manner except as an appurtenance to the respective Condominium Parcel. The Association has all of the rights and powers available to a non-profit corporation under the laws of the State of Florida, and in addition, the rights, powers and duties accorded to it by this Declaration. All expenses of the Association shall be assessed as Common Expenses of the Owners, as provided in the Bylaws.

2. Voting Rights in the Association. Each Unit shall be entitled to one vote in the Association. Voting rights are as set forth in the Bylaws and Articles.

3. Registry and Rights of Owners and Mortgagees.

(a) The Association shall at all times maintain a register setting forth the names of the Owners and for those Mortgagees who acquire a mortgage upon a Unit after the Effective Date of this Declaration who request registration (A "Registered Mortgagee"). In the event of the sale or transfer of any interest in a Condominium Parcel, the purchaser and transferee shall notify the Association in writing of their interest in the Condominium Parcel together with the recording information for the instrument by which such purchaser or transferee has acquired their interest. Any Mortgagee may register their mortgage to become a "Registered Mortgagee" by notifying the

Association of the existence of a mortgage held by such party and upon the Association's actual receipt of such notice by United States Postal Service Certified Mail, Return Receipt Requested stating the name of the mortgagee, the mortgage's street address, facsimile and telephone number and recording information of the mortgage, the Association shall register the Mortgagee in the Association's records. A Registered Mortgagee has a duty to keep their name, address and telephone number and any satisfaction, release and/or assignment information updated with the Association.

(b) The Association shall notify each Registered Mortgagee with respect to a particular Unit upon which the Mortgagee holds a Mortgage when the Association becomes aware of an event of (i) any casualty loss that affects a material portion of that Unit or the Condominium Property, (ii) any condemnation proceedings or comparable governmental action that affects a material portion of that Unit or the Condominium Property, (iii) a default in payment of that Unit's Assessments for a period of sixty (60) days after they are due, and (iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. In addition, the Association shall, upon the request of a Mortgagee, (i) permit that Mortgagee to inspect the books and records of the Association, (ii) give that Mortgagee an annual financial statement of the Association within ninety (90) days after the end of the Association's fiscal year, and (iii) give that Mortgagee written notice of all meetings of the Association, and permit that Mortgagee to designate a representative to attend all such meetings (but without the right to participate in or vote at such meetings).

ARTICLE VII

MAINTENANCE AND REPAIR

The responsibility for the maintenance and repair of the Property shall be as follows:

1. Association. The Association shall maintain, repair and replace:

(a) All Common Elements, including but not limited to all boundary walls of the Units except interior surfaces, all portions of the Units contributing to the support of the Buildings, the outside walls of the Buildings, floor and ceiling slabs, load bearing walls, fire escapes, stairwells, lobby areas, utility and service areas, all fixtures on the exterior, and all sidewalks, alleyways and access drives.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units except those facilities which are the responsibility of the Owners to maintain (such as A/C, Electrical lines, A/C Freon lines and compressors) and all such facilities and items contained within a Unit that service part of the Condominium other than Units in which they are contained.

(c) All other items which the Board of Directors determines shall be maintained,

repaired or replaced by the Association, in accordance with uniform policies consistently applied.

The Association shall have such access to each Unit during reasonable hours as may be reasonably necessary for repair or maintenance of any Common Elements located therein or Condominium Property accessible therefrom, and shall have such right of access in emergencies as is reasonably necessary to prevent injury or damage to a Unit or to the Common Elements.

2. Owner. The Owner shall:

(a) Maintain, repair and replace all portions of each Unit and its appurtenant Limited Common Elements, except the portions specifically stated in this Declaration to be repaired and replaced by the Association. The items to be maintained by the Owner shall include but not be limited to:

- (i) Heating and air-conditioning equipment the ducts, pipes, wirings, controls, compressors, fans and other apparatus serving only that Unit, even if located outside the Unit boundaries;
- (ii) All kitchen and bathroom fixtures, apparatus and equipment;
- (iii) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits within the unfinished surfaces of the boundary walls of the Unit, and any such items serving only one Unit, even if located outside the Unit boundaries;
- (iv) All apertures to a unit, such as but not limited to doors and windows, their frames, components and supporting materials, interior walls and partitions, wall decorations and built-in furniture, screens and screen supports;
- (v) All items installed by a Unit Owner including but not limited to hurricane shutters and sun shutters; and
- (vi) All screens and screen components on or adjacent to terraces and balconies.

(b) Not install any item which causes annoyance to the Owners or Occupants of other Units.

(c) Promptly report to the Association any defects or necessary repairs for which the Association is responsible.

(d) If any Owner shall fail to commence and diligently pursue the maintenance and repair required by this Declaration within ten (10) days of receiving written notice to do so from the Association or sooner if the Association deems necessary under the circumstances, the Association shall have the right to undertake such repairs, maintenance or replacement at the expense of the Owner. If the Owner fails to reimburse the Association for such expenses upon demand, the Association shall have the same rights for the collection of such expenses (including a lien upon that Owner's Condominium Parcel) as for unpaid Assessments to the extent not prohibited by Law.

3. Improvements by the Association.

The Association shall have the right to make or cause to be made improvements to the common elements and Association Property which are approved by the Board of Directors. If the cost of same shall exceed two (2%) percent of the annual budget, including reserves, cumulatively in a budget year, then the improvement may not be made unless approved by a majority of the voting interests voting at a meeting in person or by proxy. If the improvement is necessary for the maintenance, repair, replacement or protection of the Condominium or Association Property or for the safety or security of the residents or is required by any governmental entity, then the approval of voting interests is not needed.

4. Reconstruction or Repair After Casualty.

(a) Determination to Reconstruct or Repair. If any part of the Property shall be damaged by casualty, the Board of Directors shall determine as to each Unit whether or not it is tenantable after the casualty. If Units to which 50% or more of the Common Elements are appurtenant are found to be tenantable, the damaged property shall be reconstructed or repaired as provided herein. If Units to which less than 50% of the Common Elements are appurtenant are found to be tenantable, the Board of Directors shall:

- (i) Obtain reliable and detailed estimates of the costs to repair or replace the damaged property to its former condition; and
- (ii) Give all Owners notice of the casualty, calling a meeting of all Owners to be held within thirty (30) days from the date of the notice.

At the meeting, the Owners shall consider whether to repair or replace the damage or to terminate the Condominium. If Owners holding two-thirds of the votes of the Association elect to repair or replace the damaged property, it shall be repaired or replaced. Otherwise, the Condominium shall be terminated without agreement as provided in Article XIII, Section 1.

_____ (b) Responsibility. The responsibility for reconstruction or repair after a casualty shall be the same as for maintenance and repair of the Property generally, and the Association shall have the same rights as therein provided in Article VII, Section 2 to make repairs which are the responsibility of an Owner if that Owner fails to do so.

(c) Proceeds. If the damage is to be repaired, the Association shall make available the proceeds of insurance for such work. If the proceeds of insurance are not sufficient to reconstruct or repair the damaged property, assessment shall be made against the Owners responsible for the repair in sufficient amounts to provide funds for the payment of such costs. Assessments for repair of a particular Unit shall be made against the Owner of that Unit. Assessments for repair of Common Elements shall be made against all Owners in proportion to each Owner's share in the Common Elements.

(d) Disbursement of Funds. If the estimated cost of reconstruction or repair is less than \$10,000 and does not involve any of the structural parts of the Buildings, the Board of Directors shall disburse funds for repair (insurance proceeds plus Assessments) immediately upon their receipt. If the amount is \$10,000 or more, or involves damage to structural parts of the Building, funds shall be disbursed by the Board of Directors:

- (i) Only after the Board of Directors has approved the contractor to perform the repair work and the terms of the repair contract; and
- (ii) Only to the extent that work is, in the judgement of the Board of Directors, satisfactorily completed.

Funds to repair damage for which the individual Owner is responsible shall be disbursed directly to that Owner unless there is a mortgagee endorsement as to any part of the insurance proceeds, in which event such insurance proceeds shall be disbursed jointly to the Owner and the Mortgagee. All such disbursements shall be received in trust for use in the repair or replacement of the damaged Unit. All funds to repair damage for which the Association is responsible shall be disbursed directly by the Association for such repairs and replacements. It shall be presumed that the first money disbursed in payment of the costs of reconstruction or repair shall be from insurance proceeds. If any insurance proceeds remain after payment of all costs of the reconstruction or repair, they shall be distributed to the beneficial owners, except that distributions of insurance proceeds to Owners whose Mortgagees have a mortgagee endorsement as to such insurance proceeds shall be made payable jointly to the Owner and the Mortgagee.

(e) Eminent Domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty. All awards payable due to such taking shall be paid to the Association and deemed to be proceeds from insurance on account of a casualty. If the taking by eminent domain causes the Condominium to be terminated pursuant to Section 4(a) of this Article, then all awards shall be distributed as provided therein. If the taking does not cause the Condominium to be terminated, all such awards shall be used as follows:

- (i) If the taking reduces the size of a Unit and in the judgment of the Board of Directors the remainder can be made tenantable, the award attributable to the taking of the Unit shall be used to make the Unit tenantable. If the cost of such work exceeds the amount

of the award, the additional funds required shall be assessed against the Owner. If the award exceeds the costs, the balance shall be paid to the Owner or if a Mortgagee is shown on the Association's mortgage roster, jointly to the Owner and the Mortgagee;

(ii) If the taking destroys or so reduces the size of a Unit that in the judgment of the Board of Directors it cannot be made tenable, the award attributable to that Unit shall be paid entirely to the Owner, or if a Mortgagee is shown on the Association's mortgage register, jointly to the Owner and the Mortgagee. Upon payment of such proceeds, the Owner shall convey his entire interest in that Condominium Parcel to the remaining Owners in undivided shares in proportion to the ownership interests of those Owners in the Common Elements. If the condemnation award paid with regard to such taking is less than the fair market value of the Unit, as determined in the sole discretion of the Board of Directors, acting reasonably, then the Association shall pay the conveying Owner the difference between the fair market value of the Unit thus determined and the amount of the condemnation award, as a Common Expense to be borne by Assessment of the remaining Owners. Thereupon, the remaining portion of that Unit shall become a part of the Common Elements and shall be placed in condition for use by all of the remaining Owners in a manner approved by the Board of Directors, the cost of such work being a Common Expense. The shares in the Common Elements and Common Expenses appurtenant to the remaining Units of the Condominium shall be equitably adjusted to distribute the ownership of the Common Elements and burden of the Common Expenses among the reduced number of Owners on the same basis as such ownership is established in this Declaration. The changes in Units, in the Common Elements and in the ownership of Common Elements and sharing of Common Expenses which result from or are necessitated by eminent domain shall be evidenced by an amendment of this Declaration, which need be approved only by the Board of Directors. The amendment shall be recorded at the expense of the Association in the public records of Palm Beach County, Florida.

(iii) If part of the Common Elements are taken, all awards attributable to such taking shall be distributed to the Association which shall use such awards to repair or replace the Common Elements to the extent possible. If the award exceeds the cost of repair or replacement, the excess shall be retained by the Association and

become a part of the Common Surplus.

ARTICLE VIII

INSURANCE

The insurance, other than title insurance, which shall be carried on the Property and the property of the Owners shall be governed by the following provisions:

1. Authority to Purchase. Insurance policies upon the Property shall be purchased by the Association, and provision shall be made for the issuance of certificates of mortgagee endorsements shall be held by the Association. At their own expense, Owners may obtain such additional insurance coverage as they desire, upon their Condominium Parcels or their own personal property, for the contents and portions of the Units for which they are responsible, and for their personal liability and business interruption expense.

2. Coverage. The Association shall obtain casualty insurance upon the Buildings and improvements upon the Property and all personal property included in the Common Elements, in an amount equal to their maximum insurable value, excluding foundation and excavation costs, as determined annually by the Board of Directors, but subject to such deductible and co-insurance clauses as are customary in the area in order to obtain coverage at reasonable costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. The Board of Directors shall obtain such other insurance coverage for the Association as it deems desirable or required by law including, without limitation, workers' compensation, fidelity bonding, directors' and officers' liability insurance and public liability insurance.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that any increase in premiums occasioned by a particular use of a Unit, or by misuse of a Unit or of the Common Elements, shall be assessed against the responsible Owner. If requested to do so, the Association shall furnish evidence of payment of premiums to each Mortgagee.

4. Proceeds. All proceeds of insurance policies purchased by the Association shall be payable to the Association. The Association shall hold such proceeds in trust, to be distributed as provided herein.

5. Association as Agent. The Association is irrevocably appointed agent for each Owner and for each Mortgagee to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

6. Notice of Actions. If any action shall be brought against the Association which might result in a judgment for an amount greater than the insurance coverage carried by the Association,

the Owners shall be given prompt notice of the action and shall have the right to intervene and defend their interests.

ARTICLE IX

ASSESSMENTS AND LIENS

1. Budgets. The Board of Directors shall approve annual budgets of projected Common Expenses for each fiscal year and shall assess each Unit and its Owner that Unit's proportionate share of such expenses.

2. Liability for Assessments. The Association has a lien upon each Unit for payment of Assessments accruing against the Unit and amounts provided by this Declaration which lien relates back to the recording of this Declaration, except as specifically stated in this Declaration.

(a) General Liability. An Owner of a Unit, regardless of how title to the Unit is acquired, including but not limited to a purchaser at a judicial sale and a grantee of a deed in lieu of foreclosure, shall be liable for all Assessments and amounts provided by this Declaration coming due while the Owner of the Unit.

(b) Grantee Liability. An Owner of a Unit is jointly and severally liable with the previous owner of the Unit for all unpaid Assessments and amounts provided by this Declaration that came due before the transfer of title. This liability is without prejudice to any right the Owner may have to recover the amounts paid from the previous owner.

(c) First Mortgage. If a first Mortgage against a Unit is properly recorded before the Association's claim of lien is recorded, then the liability of the Unit and the holder of the first Mortgage (and if it is the subsequent holder of the first Mortgage, the holder's successor or assignee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure) for the unpaid Assessments that became due before the first mortgagee's acquisition of title is limited to the lessor of:

(i) The Unit's unpaid common expenses and regular periodic Assessments which accrued or came due during the 6 months immediately preceding the acquisition of title or for which payment in full has not been received by the Association; or,

(ii) One percent of the original first Mortgage debt.

The liability limitations of this paragraph (c) apply after a foreclosure only if the holder of first Mortgage joins the Association as a defendant in the foreclosure action; however, joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the holder of the first Mortgage. All unpaid

Assessments are Common Expenses, collectible from all of the Owners, including the new Owner and the Owner's successors and assigns; however, such new Owner is not excused from liability for any Assessments against the Owner's Unit which accrue after the Owner's acquisition of title. Notwithstanding to the foregoing, the holder of a first Mortgage properly recorded on or before April 1, 1992 shall be exempt from liability for Assessments coming due before the holder: received a title as the result of a foreclosure of the first Mortgage; or, received a deed-in-lieu of foreclosure of the first Mortgage.

3. **Payment of Assessments; Lien for Unpaid Assessments.** Each Owner's Assessments shall be due and payable to the Association in four (4) equal quarterly installments, in advance on the first day of each calendar quarter, unless some other payment schedule is adopted by the Board of Directors.

(a) **Special.** The Board of Directors may, as provided in the Bylaws, levy special assessments against Units and their Owners in proportion to their share of the Common Expenses. In addition, the Board of Directors may charge and/or assess an Owner for certain expenses attributable solely to the Owner's Unit. Such charges and assessments may be for costs specifically provided herein (such as reconstruction or repair after casualty) or may be in the discretion of the Board of Directors for other costs reasonably attributable solely to that Unit.

(b) **Collateral Charges and Lien.** Any Assessment provided for in this Declaration which is not paid when due is secured by the Association's lien which shall include in addition to the delinquent Assessment amount: interest from the due date until paid at the maximum rate required by law; a late charge of the greater of \$25.00 or five percent of the delinquent amount, or such lower amount allowed by law and determined by the Board of Directors; attorney's fees; and other costs incurred in the collection thereof; and court costs.

(c) **Remedies.** The Association shall have all other rights and remedies provided by this Declaration, the Bylaws, the Condominium Act and other applicable laws for the collection of Assessments and related charges, or the enforcement of its liens.

4. **Limited Common Expense Assessment.** Notwithstanding any provision to the contrary in this Declaration, the cost of the maintenance, repair and replacement of those Limited Common Elements referred to in Section VII(1)(b) above shall be assessed by the Association to the particular Owner(s) whose Limited Common Elements are maintained, repaired and replaced. The Association shall keep detailed records of same. The Owner of the Unit shall also be liable for all attorney's fees, costs, interest, late charges and collection costs incurred to collect the Assessment.

ARTICLE X

USE AND OCCUPANCY RESTRICTIONS

The use of the Property shall be in accordance with the following provisions, so long as the Condominium and the Buildings exist in a useful condition on the Property:

1. Residential Use. The Property shall be used only for single-family residential housing. No unit may be divided or subdivided into a smaller Unit, nor shall any portion thereof be sold or otherwise transferred, without first properly amending this Declaration to show the resulting changes in the Units. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and Occupants. No employees, contractors or agents of an Owner shall be allowed to use any of the recreational facilities which are part of the Common Property without the prior written consent of the Association.

2. Lawful Use; Nuisances. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed by all Owners, Occupants and those on the Property. No nuisances shall be allowed on the Property, nor any use or practice which annoys or interferes with the other Owners or Occupants. No loud or objectionable noises or odors which may disturb adjacent Units shall be permitted. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage to accumulate nor any fire hazard allowed to exist. No owner shall make or permit any use of their Condominium Unit which will increase the rate of insurance upon the Property.

3. [This Section intentionally omitted.]

____4.____ Pets. No pet shall be allowed in the Units or within the Condominium Property.

5. Regulations. Reasonable regulations concerning the use of the Property may be made and amended from time to time by the Board of Directors, provided that they do not conflict with this Declaration. Copies of such regulations shall be furnished by the Association to an Owner or Occupant upon request. By acceptance of title to or possession of their Units, all Owners and their family, guests, tenants and invitees and Occupants agree to abide by the regulations and Bylaws of the Association. The Board of Directors or its designated agent shall have the right, without breach of the peace, to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with the Condominium Act, this Declaration, the Bylaws and the Regulations of the Association, as amended from time to time.

____6.____ Signs. No signs, antennas or aerials shall be displayed from a Unit or on the Common Elements except those which have advance written approval from the Association.

7. Minimum Lease Terms. The minimum lease term for Units shall be three (3) months, subject to all of the provisions herein regarding approval of such leases.

8. Maximum Lease Term. The maximum lease term for Units shall be one (1) year. Nothing herein shall prohibit renewals of existing leases, provided, however, that any renewal shall be deemed a new lease, a new application for approval shall be filed with the Association, and each such renewal shall be subject to approval by the Association in accordance with the provisions of this Declaration.

9. Vehicles and Parking

- (a) Prohibited Vehicles or Items. THIS SECTION (a) CONTAINS PROHIBITED VEHICLES OR ITEMS (“PROHIBITED ITEMS”), WHICH ARE PROHIBITED AND SHALL NOT BE ENTITLED TO PARK ON THE PROPERTY AT ANY TIME. HOWEVER, IF AN ITEM IS LISTED IN SECTION (b) RIGHT BELOW, THEN IT IS ALLOWED NO MATTER WHAT IS STATED IN THIS SECTION (a) THE FOLLOWING ARE PROHIBITED ITEMS:
- (i) Motorcycles, dirt bikes or other two-wheeled motorized vehicles, and motorcycle delivery wagons;
 - (ii) Mopeds and any motor or engine powered cycles or scooters;
 - (iii) C-J type Jeeps without a metal or hard plastic enclosed passenger compartment or other similarly designed vehicles;
 - (iv) Trucks:
 - 1) prohibited include, but are not limited to, any motor vehicle:
 - a) with dual wheels;
 - b) with more than two axles;
 - c) marketed as a truck by its manufacturer;
 - d) designed for or primarily used for cargo carrying purposes, or,
 - e) configured while at the Condominium with an exterior cargo bed, whether with a bed top or camper top or without;
 - 2) however, notwithstanding the above, a sports utility vehicle designated by the Board of Directors or a pick-up truck shall not be prohibited by this Section (a)(iv):
 - a) if the entire bed is covered with a properly fitted and properly designed cover installed flush with the top of the bed; and,
 - b) if the cargo carrying capacity certified by the manufacturer is one-half (½) ton or less;
 - (v) Vehicles designed for agricultural use
 - (vi) Dune buggies, swamp buggies and all terrain and off-road vehicles;
 - (vii) Any trailer, other items designed to be transportable by vehicular towing or items attached to a vehicle for the purpose of towing;
 - (viii) Boats and boat trailers with or without boats;
 - (ix) Semis, tractors or tractor trailers;
 - (x) Buses;
 - (xi) Limousines;
 - (xii) Travel trailers;
 - (xiii) Commercial vehicles with an outward appearance of being used in connection with business, including but not limited to: the vehicle displays work supplies or equipment to view and/or is commercial or business signage, lettering, logo, slogan or advertizing, except for vehicle manufacture and dealer information.
 - 1) Actual use of the vehicle shall not be considered; only its outward appearance shall be considered.

- 2) A vehicle with covers over exterior signage, lettering, logo, slogan or advertising is a prohibited commercial vehicle;
 - (xiv) Vehicles which are not fully mechanically operable, which are unregistered or which are not currently licensed for use;
 - (xv) Vehicles whose measurements exceed:
 - 1) Width, the lesser of:
 - a) side body to side body eight-six inches; or,
 - b) with accessories, ninety-five inches; or,
 - 2) Length which exceeds the length of the space the vehicle is parked;
 - (xvi) Campers;
 - (xvii) Recreational vehicles;
 - (xviii) Mobile homes or mobile houses;
 - (xix) Truck mounted campers attached or detached from the truck chassis;
 - (xx) Motor homes or motor houses;
 - (xxi) Motor vehicles not having any bodies whatsoever, or incomplete bodies;
 - (xxii) Vehicles that have been:
 - 1) converted to a different type of motor vehicle by replacing the original body; or by modifying the exterior and/or interior of the vehicle; or,
 - 2) “jacked up” or otherwise modified to increase body height other than by placement accessories on the roof or installation of an antenna;
 - (xxiii) Vehicles that have:
 - 1) noise or exhaust exceeding that of a well- maintained vehicle;
 - 2) visible broken or perforated parts or components;
 - 3) exterior rust greater than one inch in diameter;
 - 4) paint that is not uniformly and professionally applied without peeling, bubbling, deterioration or showing an undercoat;
 - (xxiv) Deteriorating accessories including but not limited to peeling or bubbling window tinting and,
 - (xxv) Vans, unless permitted by Section (b)(v) below.
- (b) Exceptions to Section (a) above. The following are NOT considered PROHIBITED ITEMS, and shall be entitled to park without the restrictions in Section (a) above, subject to other provisions in this Declaration, or in the Rules and Regulations of the ASSOCIATION not inconsistent with this Section:
- (i) Moving vans and enclosed cargo trailers shall be permitted to park, but not on the grass, for the purpose of loading and unloading. However, same shall not be parked during the hours of 9:00 p.m. to 6:00 a.m. nor from 6:00 p.m. Saturday to 6:00 a.m. Monday, without prior approval of the Board of Directors.
 - (ii) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Property, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

- (iii) Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.
- (iv) Vehicles mandated by any fair housing law to be allowed to be parked at the Condominium.
- (v) A two-axle van which is not a commercial vehicle as defined above; which contains at least one row of seating beyond the first row; which seats a minimum of four persons; and which contains windows around the entire vehicle.

(c) No motor vehicle, including moving vans, shall be parked at any time on the grass swales within the Condominium (except for the landscaping equipment at the direction of the Board of Directors). No vehicle shall be parked on the streets.

(d) Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

(e) No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. Washing or waxing of a vehicle shall not be considered as repairs under this Section.

(f) There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner, resident, Guest and invitee shall remove his/her vehicle for the time period requested or the vehicle will be considered improperly parked in violation of this Section.

(g) Remedy of Towing. If an offending vehicle owner does not correct a violation of this Section, then the Association shall have the option and right to have the vehicle, item or boat towed away at the owner's expense unless otherwise prohibited by a valid law. This applies even though the property from which the vehicle is towed is owned by or dedicated to the County.

(h) Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle, item or boat so towed, the Association shall nonetheless have the right to seek compliance with the Declaration by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation and By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section.

10. Bicycles. Bicycles shall be stored, kept or parked in accordance with the rules and regulations adopted by the Association from time to time.

11. Terraces. No terrace shall be permanently enclosed except with screening. The appearance of terraces shall not be altered in any manner whatsoever without the prior written consent of the Board of Directors of the Association and the Property Owners Association.

12. Floor Coverings. In all Units, all rooms and hallways where carpeted must be padded to prevent noise from the Unit from being transmitted outside the Unit; however, other flooring may be installed on adequate soundproofing material only with prior written consent of the Board of Directors pursuant to the criteria adopted by the Board of Directors.

(a) The Board of Directors has the authority to adopt reasonable rules and regulations implementing this regulation.

(b) In addition to all other remedies contained in the Declaration and Bylaws any installation in violation of this subsection shall be subject to removal by the Association and the cost thereof shall be the responsibility of the violating Unit Owner.

13. Noise Abatement. No Noise shall be permitted to be transmitted from one Unit to another. In the event the Board of Directors of the Association determines that any noise is being transmitted from one Unit to another Unit and that such noise is unreasonable, the Owner of the Unit transmitting the noise shall, at their own expense, take such steps as shall be necessary to abate the noise to the satisfaction of the Board of Directors of the Association. In the event the Owner of the Unit fails to abate the noise, the Board of Directors shall take such steps as shall be reasonably necessary to abate. The Association shall be entitled to recover expenses incurred by the Association in the enforcement of noise abatement, including reasonable attorneys' fees.

14. Exterior. No changes shall be made to any portion of the exterior of the Building or to the Common Elements or which is visible from the exterior of an Unit, including without limitation the color of any exterior window, door, storm or hurricane shutter, glass or screen of a Unit or floor covering of any balcony or terrace, or screening of open balconies or terraces, except with the prior written consent of the Board of Directors and the Association and Property Owners Association. The Owner requesting Board approval shall submit an application with other supporting materials, including drawing(s) of the desired improvement, in the form(s) as the Board shall reasonably require.

15. Keys. The Owner of each Unit has a continuing duty to keep on file with the Association workable key(s) to allow the Association access to the Owner's Unit, Storage Unit and Utility Closet for the Association's lawful purposes.

ARTICLE XI

TRANSFER OF UNITS

In order to preserve the value of the Condominium and to maintain a community of congenial

Owners and Occupants, the transfer of the Units shall be subject to the following conditions. Each Owner, by acceptance of their Unit, agree to observe and be bound by such restrictions:

1. Transfers Subject to Approval. All transfers of a Condominium Parcel or any interest therein (including without limitation sales, assignments, leases and other transfers) shall be subject to the approval of the Board of Directors, except transfers:

- (a) By gift without consideration; or
- (b) By devise or intestate succession; or
- (c) To another Owner.

2. Notice. Each Owner desiring to transfer their Condominium Parcel in a manner subject to this Article (the Transferring Owner) shall first give the Board of Directors written notice of the proposed transfer, specifying the name and address of the proposed transferee, their business or occupation, financial and character references, the terms of the proposed transfer (including copies of contracts, leases and agreements providing for the transfer), and such other information as the Board of Directors may reasonable request (all such information being herein called the "Notice").

3. Options of Association. The Board of Directors shall have fifteen (15) days from receipt of the Notice to approve or disapprove the transfer. If approved, the Board shall furnish a certificate of approval to the Transferring Owner as provided herein. If the Board elects to disapprove the transfer, and the Notice contained a demand for the Association to exercise the options contained in this section upon disapproval, the transferor's Unit and transaction are in compliance with this Declaration and the Association's Rules and Regulations and the transferor is in compliance and proposed transferee will be in compliance with the Declaration and Rules, then the Association shall have the following options:

(a) If the proposed transfer is a sale, the Association shall be required to purchase the Transferring Owner's interest in the Parcel upon the same terms as provided in the Notice; however, the transfer to the Association or its assignee shall be closed within thirty (30) days thereafter upon the same terms as stated in the Notice and are applicable to the new transfer. The Board of Directors shall have authority to make mortgage or other financing arrangements, to make Assessments proportionately upon the Owners and to do such other things as may be deemed necessary to close and consummate the transfer of the Condominium Parcel to the Association or its assignee.

(b) If the proposed transfer is a lease or other transfer (other than a sale), the Association shall have the option:

- (i) to acquire the Transferring Owner's interest on the same terms as stated in the Notice; or
- (ii) to require that the transfer not be made.

- (c) No right to lease or occupy a Unit may be assigned or subleased.
- (d) Notwithstanding any other provision in this Declaration:

if a proposed transferee of any type of transfer has been convicted of a felony;
or

if a proposed transferee for a sale or otherwise of an ownership interest in a Unit is not anticipated to have the financial resources to properly maintain a Unit, including payment of debt service, if any, and assessments, pursuant to criteria adopted by the Board of Directors,

then the Association shall not be required to exercise an option to accept the transfer of the Unit, whether by sale, lease or otherwise.

(e) If the Association fails to give the Transferring Owner any notice of its election within fifteen (15) days after the Association's receipt of the Notice, the Transferring Owner may proceed to close the proposed transfer with the named transferee only, at any time within the next ninety (90) days, at the price and on the terms stated in the Notice. The Board shall, within a reasonable time after the transfer, furnish to the transferee a recordable certificate of approval executed by an agent of the Association. If the Transferring Owner fails to close the transaction within such ninety (90) day period upon the terms stated in the Notice, the Owner's Condominium Parcel shall again become subject to the Association's right of approval as herein provided.

4. Form of Documents; Association Expenses. No Owner shall enter into any contract or other arrangement providing for transfer of any interest in a Unit unless such document specifically provides that the transfer is subject to the rights of the Association contained in this Article, and further provides that the contracting parties shall indemnify the Association against any costs or expenses, including reasonable attorney's fees at trial or upon appeal, incurred by the Association and arising out of such documents, disputes relating thereto or the enforcement of the Association's rights granted in this Declaration. If any Owner fails to include such provisions in any contract or other document, that Owner shall so indemnify the Association, and the Association shall have a lien upon that Owner's Parcel for its costs and expenses, including reasonable attorney's fees, incurred as a result of such transaction.

5. Costs. The Bylaws or the Board of Directors may establish a uniform fee to be charged in connection with approval or disapproval of any transfer of a Condominium Parcel subject to this Article XI.

6. Unauthorized Transactions. If any Owner shall attempt to transfer any interest in their Condominium Parcel without complying with the foregoing provisions, the Association shall have all the remedies provided herein and under the laws of the State of Florida, including, without limitation, the right to seek specific performance of its right of first refusal, and the right to injunctive relief preventing the proposed transfer. The Association shall also have the right to

purchase or acquire the transferred interest from the new Owner, upon the same terms and conditions as those by which the new Owner acquired such interest. If the Association elects to exercise this right, it may require the new Owner to convey their interest in the Condominium Parcel to the Association or its assignee, upon the terms and conditions herein set forth.

7. Transfer by the Association. If the Association acquires an interest in any Condominium Parcel, the Board of Directors shall have the authority at any time thereafter to sell, lease or otherwise transfer such interest in the Condominium Parcel on behalf of the Association upon such terms as the Board of Directors shall deem advisable, without the necessity of complying with the foregoing provisions relating to the Association's right of first refusal, and all net proceeds or deficits therefrom shall be distributed to, or assessed to, the Owners in accordance with their ownership interest in the Common Elements.

8. Form of Ownership. After the effective date of this provision, ownership in a Condominium Parcel may not be transferred other than to: natural persons; or trustees of a trust created for a natural person's estate and/or his or her tax planning purposes; and, trust beneficiaries who are both natural persons and are that Condominium Parcel's Occupants.

9. Designated Occupants. If other than a natural person or if a Trustee is a Condominium Parcel Owner, then the Owner shall designate in writing the person who is to be the permanent Occupant of that Condominium Parcel and that Owner shall not designate other persons as the Occupant whether in substitution of or in addition to the person initially designated, except with the prior written approval of the Association as if the designation was a lease. No more than one change in occupant designation is permitted in any calendar year.

10. Guests. No Unit may be occupied by a guest (who is defined as a person not paying rent and who has been designated as a guest registered in writing to the Association by the Unit's Owner), in the absence of the Unit's Owner, the Unit Owner's family or a Designated Occupant or Designated Occupants family, in any calendar year more than three times each not to exceed twenty-one days. Family means a continuing relationship by a person and his or her spouse or another person unrelated by blood or marriage living together as a single housekeeping unit; their children; their step-children; their siblings; all of their parents; and, each of their grandchildren.

11. Exceptions. The foregoing provisions of this Article shall not apply to a transfer to or purchase by a Mortgagee which acquires its title as the result of foreclosure of a mortgage, whether the title is acquired by deed from the mortgagor, their successor or assigns, or through foreclosure proceedings, nor shall such provision apply to a subsequent transfer or sale by that Mortgagee.

ARTICLE XII

AMENDMENTS TO DECLARATION

1. Specific Amendments. Article V and any other provision of this Declaration affecting

the Common Property shall not be subject to amendment without the joinder of the then owner of the Common Property. Article XIII, entitled "Termination," may not be amended without the consent of all Owners and Mortgagees. No amendment shall change any Unit or its appurtenant share in the Common Elements unless the Owner and all Mortgagees of the Unit shall join in the execution of the amendment and all other Owners shall approve it. No amendment may change Article VIII, entitled "Insurance," nor Article VII, paragraph 4, entitled "Reconstruction or Repair After Casualty," unless all Mortgagees shall join in the execution of the amendment.

2. Proposal and Adoption. An Amendment may be proposed by the Board of Directors or by Unit Owners holding ten percent (10%) of the voting interests of the Association. A proposal by Unit Owners shall be submitted in writing to the President of the Association whom upon receipt shall call a meeting of the Association to consider the proposed amendment. The meeting shall be held within sixty (60) days after receipt by the President of the proposed Unit Owner amendment. Notice of the meeting specifying the proposed amendment shall be furnished in accordance with the Bylaws of the Association. Unless otherwise provided in paragraph 1 above, the proposed amendment shall be adopted if approved by not less than eighty percent (80%) of the holders of the voting interests of the Association voting in person or by proxy at a meeting.

3. Execution. After adoption of any amendment to this Declaration the Association shall record, in the Public Records of Palm Beach County, Florida, a certificate meeting the requirements of the Condominium Act, and the amendment shall be effective from the time of such recording unless otherwise permitted by the Condominium Act.

ARTICLE XIII

TERMINATION

The Condominium may be terminated in the following ways:

1. Destruction. In the event it is determined pursuant to Article VII, Section 4(a) that the Buildings shall not be reconstructed after damage, the Condominium will be thereby terminated without agreement.

2. Agreement. The Condominium may be terminated at any time by approval in writing of all Owners and Mortgagees.

3. Certificate. The termination of the Condominium in either of the foregoing ways shall be evidenced by a certificate of the Association executed by the President and Secretary in the same manner as for an amendment of this Declaration, and the termination shall become effective upon recording of the certificate in the public records of Palm Beach County, Florida.

4. Shares of Owners After Termination. After termination of the Condominium, the Owners shall own the Property and all assets of the Association, including the right to insurance proceeds, if any, as tenants in common in undivided shares, and their respective Mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. Such

undivided shares of the Owners shall be the same as the undivided shares in Common Elements appurtenant to the Owner's Units prior to the termination. Following termination, any Owner may request distribution to him of their proportionate share of all liquid assets of the Association, but Owners shall not have the right to partition the Property and, by their acceptance of their Units under this Declaration, shall be deemed to have waived such right to partition.

ARTICLE XIV

ARBITRATION

To the extent mandated by law, the arbitration provisions in the Condominium Act as amended from time to time, shall be utilized.

ARTICLE XV

SEVERABILITY

The invalidity, in whole or in part, of any covenant, restriction, or other provision of this Declaration, the Articles, Bylaws or regulations of the Association or any other document governing the Condominium shall not affect the validity of the remaining portions thereof.

ARTICLE XVI

NO WAIVER

The Association or any Owner's failure to enforce any restriction in this Declaration and its exhibits and the Association's rules as each may be amended from time to time, shall in no event be deemed a waiver of the right enforce thereafter.