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and should be returned to:
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Declaration of Condominium
of
SEASIDE VILLAGE WEST, A Condominium

Declarant hereby declares as follows:

1. Introduction and Submission:

1.1 The Land. Declarant owns the fee title to certain land located in Broward County, Florida as more particularly described in Exhibit "A" annexed hereto (the "Land").

1.2 Submission Statement. Declarant hereby submits the Land and all Improvements erected or to be erected thereon, all rights and appurtenances belonging thereto, and all other property, real, personal or mixed, now or hereafter situated on or within the Land (but excluding all public and private utility installations therein or thereon (e.g., cable television)), any leased systems which may be located within or upon the Land to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act, as amended from time to time and any transferable development rights as more particularly described in Section 31.20 of this Declaration.

1.3 Condominium Property Subject to Certain Restrictions. The Condominium Property (as defined hereinafter) is subject to the covenants, conditions, restrictions and reserved rights of the Declarant contained in this Declaration. The Condominium Property is also subject to the Master Declaration of Covenants, Conditions and Restrictions for Seaside Village recorded August 1, 2018 under Instrument Number 115235807 of the Public Records of Broward County, Florida, as may be amended from time to time (the "Master Declaration").

1.4 Name. The name by which this condominium is to be identified is Seaside Village West (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 amended from time to time.

2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as same may be amended from time to time. A copy of the Articles are attached hereto as Exhibit "D".

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner, and all other sums which may be assessed against a Unit Owner or which may be required to be paid by any Unit Owner to the Association pursuant to this Declaration, the Articles or the Bylaws.

2.4 "Association" means Seaside Village West Condominium Association, Inc., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the Condominium.

2.5 "Association Common Expenses" means (1) expenses of administration and management of the Association Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property; (3) expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws; (4) any valid charge against the Condominium as a whole; (5) expenses for the maintenance, repair or replacement of those portions of Units, if any, to be maintained by the Association, except to the extent that provisions of this Declaration provide that such costs are to be paid solely by the Unit Owner; (6) the costs of carrying out the powers and duties of the Association; (7) payments for leased systems and (8) 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 Association, regardless of when the reserve funds are expended, insurance for directors and officers, road maintenance and operation expenses, in-house communications, security services, and pest control services to the Units and Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium, and the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, but shall not include any other separate obligations of individual Unit Owners.

2.6 "Association Property" means any real property owned by the Association, including any improvements located thereon, and all personal property owned by the Association.

2.7 "Board" means the board of directors of the Association.

2.8 "Building" means the structures situated on the Land in which the Units are located, regardless of the number thereof.

2.9 "Bylaws" mean the bylaws of the Association, as same may be amended from time to time. A copy of the Bylaws are attached hereto as Exhibit "E".

2.10 "Common Elements" mean the portions of the Condominium Property not included in the Units, including, without limitation, the following items:

2.10.1 Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of Utility Services and/or heating, cooling, ventilation, or other services to more than one (1) Unit or to the Common Elements, together with related property and installations.

2.10.2 An easement of support in every portion of a Unit which contributes to the support of the Building, other Units and/or any part of the Common Elements.

2.10.3 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

2.10.4 All chase and columns located within a Unit.

2.10.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.

2.11 "Common Surplus" means the excess of all receipts or revenues of the Association including, but not limited to, Assessments, rents or profits collected by the Association which exceeds Common Expenses.

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

2.13 "Condominium Property" means the Land, improvements and other personal property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.14 "Declaration" or "Declaration of Condominium" means this instrument including any and all exhibits thereto, as it may be amended from time to time.

2.15 "Declarant" means Seaside Village by Vintage Homes, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The transfer of control of the Association does not cause a termination of the rights of Declarant. Further a lender may succeed to the rights of Declarant without assuming the obligations of Declarant.

2.16 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.

2.17 "Institutional Lender" means any company or entity holding a first mortgage encumbering a Condominium Parcel, which in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans. An Institutional Lender may be, but is not

limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

2.18 "Land" means the real property described in Exhibit "A" upon which the Improvements have been constructed.

2.19 "Life Safety Systems" means those smoke detection systems which have been installed in the Building, both within and without the Units, pursuant to the requirements of the applicable government authority having jurisdiction over same. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, shall be Common Elements.

2.20 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.21 "Master Association" means and refers to Seaside Village Condominium Master Association, Inc., a Florida corporation not-for-profit, and its successor and assigns. The Master Association is the operational entity responsible for certain obligations and duties in the Master Declaration, in the articles of incorporation and bylaws of the Master Association and any rules and regulations duly promulgated by the Master Association.

2.22 "Parking Spaces" means the parking spaces on the Common Elements of the Condominium Property which have been set aside for the exclusive use of the Condominium.

2.23 "Unit" means a residential condominium Unit which is to be used exclusively for residential purposes. The term "Unit" is often used synonymously herein with Condominium Parcel when meaning the sum total of a Unit Owner's ownership interest in the Condominium.

2.24 "Unit Owner" or "Owner" or "Owner of a Unit" means the record title owner(s) of a Condominium Parcel.

2.25 "Utility Services" as used in the Condominium Act and construed within reference to this Condominium and as used in the Declaration, By-laws and Articles of Incorporation shall include, but not be limited to, electric power, gas, water, cable television, drainage, sewage and garbage disposal.

3. Condominium Improvements and Units.

3.1 Plot Plan and Survey. A survey of the property comprising the Condominium, a graphic description of the Improvements thereon, and a plot plan thereof, as well as the floor plans of the Units within the Condominium, are all attached hereto as Exhibit "B". Exhibit "B",

together with this Declaration, is an accurate representation of the location and dimensions of the Improvements constituting the Condominium and are in sufficient detail so that the identification, location, and dimensions of the Common Elements and of each Unit can be determined.

3.2 Unit Identification. The Land has or will have constructed thereon three (3) Buildings containing fifteen (15) Units in total. Each such Unit is identified by a separate numerical or alpha-numerical designation as set forth on Exhibit "C" attached hereto. Exhibit "B" consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are or will be located, and a lot plan thereof. Said Exhibit "B", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use and assign such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

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

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

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

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

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

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

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

3.3.5 Exceptions and Conflicts. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over any erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous, the president of the Association shall have the right to unilaterally amend Exhibit "B" to correct such error and any such amendment shall not require the joinder of any Unit Owner or Institutional Lender so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit.

3.4 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

3.4.1 Balconies. Any balcony (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Association shall be responsible for the cost of maintenance of the structural and mechanical elements of any such Limited Common Elements, with the Owner of the Unit to which they are appurtenant to be responsible for the general cleaning and the upkeep of the appearance of the area.

3.4.2 Parking Spaces.

3.4.2.1 The Parking Spaces are shown on Exhibit "B" attached hereto. Declarant may increase or decrease the number of Parking Spaces. At the time of conveyance of a Unit from Declarant to a Unit Owner, there shall be assigned to each penthouse Unit the use of three (3) Parking Spaces for that Unit Owner's exclusive use and to every other Unit the use of two (2) Parking Spaces for that Unit Owner's exclusive use. The use of such Parking Space shall thereupon be appurtenant to said Unit and the use of such Parking Spaces shall be deemed and

encumbered by and subject to any mortgage or claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of a Parking Space is appurtenant, the Unit Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Assignment and record such transfer in the Association's Book (defined below). No Parking Space may be assigned to anyone other than the Owner of a Unit. No one other than the Unit Owner to whom the Parking Space has been assigned may use same without that Unit Owner's express consent. The particular Parking Spaces initially assigned to each Unit shall be selected by Declarant and may be located wherever Declarant so designates. The assignment by Declarant (or the Association after the initial assignment by Declarant) to a Unit Owner of the use of a Parking Space will be made by written "Assignment of Use of Parking Space" (the "Assignment") which will describe the Parking Space and will be delivered at the time of delivery of the deed to the Unit. The initial Assignment of each Parking Space shall be executed solely by Declarant. The Association shall maintain a book (the "Association's Book") for the purpose of recording the current assignee of each Parking Space. Declarant shall cause the Association to record all such Assignment in the Association Book and the Unit Owner to which such use is assigned shall have the exclusive right to the use thereof. All fees collected by Declarant for assigning Parking Spaces, if any, shall be retained by Declarant and shall not constitute income or revenue of the Association. There shall be no recordation amongst the public records of Broward County, Florida of the transfer or assignment of a Parking Space.

3.4.2.2 After Declarant no longer owns any Units, any unassigned Parking Spaces shall be part of the Common Elements of the Condominium.

3.4.2.3 Once a Parking Space is assigned for the exclusive use of a Unit, said Parking Space shall become a Limited Common Element appurtenant to that Unit.

3.4.2.4 The Board shall have the right to promulgate rules and regulations in connection with the Parking Spaces. Any Unit Owner's guest, servants, invitees and employees shall use such Parking Spaces subject to the rules and regulations promulgated by the Board in connection with the Parking Spaces.

3.4.2.5 Notwithstanding any provision herein contained to the contrary, there shall always be at least two (2) Parking Spaces appurtenant to each Unit and three (3) Parking Spaces appurtenant to each penthouse Unit.

3.4.2.6 No boats, construction vehicles or any commercial vehicles used for business purposes shall be parked in any Parking Space and no signs shall be affixed to any vehicle. The Association may allow commercial vehicles to be parked on the Association's Property for purposes of performing Association related work.

3.4.3 ~~Electric Vehicles~~

3.4.3.1 Upon approval of the Association, Unit Owners shall be permitted to install an electric vehicle charging station for the Unit Owner's personal use in the Unit Owner's assigned Parking Space. Upon receipt of a Unit Owner's application to install a charging station, the Association shall have sixty (60) days to approve such application unless the delay in approving the application is based on a reasonable request for additional information.

3.4.3.2 An electrical vehicle charging station must meet any applicable architectural standards of the Association.

3.4.3.3 The Unit Owner shall be responsible for all costs associated with installation and use of the charging station, including without limitation: (i) the cost of electricity associated with the charging station; and (ii) the cost of damage to the Common Elements, Limited Common Elements and areas subject to the exclusive use of other Unit Owners that results from the installation, use, maintenance, repair, removal or replacement of the charging station.

3.4.3.4 The Association may adopt reasonable rules and regulations on the installation and use of the charging station that do not significantly increase the cost of the charging station or significantly decrease the efficiency or performance of the charging station.

3.4.3.5 The charging station must be installed by a person that holds a license as an electrician and in accordance with all applicable laws and regulations, including without limitation obtaining any necessary permits.

3.4.3.6 The charging station must be a certified electrical product.

3.4.3.7 If the Association determines that the cumulative use of electricity in the condominium attributable to the installation and use of charging stations requires the installation of additional infrastructure improvements to provide the Condominium with a sufficient supply of electricity, the Association may assess the cost of the additional improvements against the Unit of each Unit Owner that has, or will, install a charging station.

3.4.3.8 Each Unit Owner who has, or will, install a charging station shall (i) maintain a homeowner liability insurance policy in an amount not less than \$1,000,000.00 that includes coverage of the charging station; and (ii) name of the Association as a named additional uninsured under the policy with a right to 30 days' notice of cancellation of the policy.

3.4.4 Miscellaneous Areas, Equipment. Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Unit or Units and the equipment or fixtures themselves shall be Limited Common Elements of such Unit(s).

3.4.5 Air-Conditioning and Heating Systems. The air-conditioning systems and heating systems servicing a Unit are Limited Common Elements. Accordingly, the Unit Owner shall maintain, repair and replace, at his own expense, any portions of such system in need thereof including, but not limited to, filters, air handlers, compressors, condensers, motors, fans, heaters and related parts.

4. Easements and Restrictions. The following easements are hereby created (in addition to any easements created under the Act):

4.1 Support. Each Unit, each Building and the Improvements thereat shall have an easement to support and necessity in favor of all other Units, the Common Elements, and any

other structure or improvement which abuts any Unit, the Building and the Improvements thereat.

4.2 Utility and Other Services; Drainage. Non-exclusive easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications, digital satellite systems, security systems, and other services, drainage and the baffle box located on the Condominium Property in order to serve the Condominium. A Unit Owner shall do nothing within or outside their Unit that interferes with or impairs the provision of such utility, cable television, communications, digital satellite systems, other satellite systems, security systems, or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, replacement of any of the pipes, wires, ducts, vents cables, conduits and other utility, cable television, communications, digital satellite systems, other satellite systems, security systems, service and drainage facilities which are Common Elements and any other Common Elements contained in the Unit or elsewhere in the Condominium Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Association and easements are granted hereby over all Condominium Parcels in favor of all Owners and the Association with respect thereto; provided that such right of easement shall not unreasonably interfere with the Unit Owner's permitted use of its Unit. With respect to any easements set forth herein all such easements shall be for the use and benefit of Owners, Institutional Lenders or occupants, and those claiming by, through or under the aforesaid and for the benefit of all parties authorized for the use and enjoyment of the Land and the Improvements.

4.3 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, mail carrier companies, over and across all roads existing from time to time within the Condominium, and over, under, on and across the Common Elements, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Condominium Property and the property described in Exhibit "A" attached hereto. Also, easements as may be reasonably required for the installation, maintenance, repair, and providing of utility services, equipment and fixtures, in order to adequately serve the Condominium or any Unit or Common Element, or the property described in Exhibit "B" including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. Easements through a Unit shall be only according to the plans and specifications for the Building containing the Unit or as the Building is actually constructed, or reconstructed, unless approved in writing by the Unit Owner of the Unit. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs the utility services using or servicing these easements. The Board or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry into any Unit shall be made on reasonable notice to the Unit Owner.

4.4 Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon a portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Declarant, as appropriate; or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.

4.5 Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purposes and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, and such easements shall be for the use and benefit of Owners, Institutional Lenders or occupants, benefit of all parties authorized to use and enjoyment of the Land. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

4.6 Construction; Maintenance. Declarant (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction and maintenance thereof, or any part thereof, or any Improvements, or Units located or to be located thereon.

4.7 Sales Activity. For as long as Declarant holds Units for sale in the ordinary course of business, Declarant, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales and construction offices, to show model Units and to show the Units and the Common Elements to prospective purchasers and tenants of Units and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease. During the period that there are unsold Units offered by Declarant, no other Unit Owner or tenant at a Unit may display "For Sale" or "For Lease" signs or any other advertising material (i.e., banners, bandit signs balloons etc.,) on any portion of the Condominium Property or hold open houses in Units. Thereafter, approval for such activities by Unit Owners or tenants must be obtained from the Association.

4.8 Future Development Easements. Declarant, for itself and its successors and/or assigns, reserves easements over the Condominium Property as necessary to complete future developments, if any, including construction access and utilities.

4.9 Additional Easements. Declarant (for as long as it retains control of the Association) and the Association, thereafter, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Declarant and the Association as its attorney-in-fact for this

purpose), each shall have the right to grant such additional general and specific electric, gas or other utility, water, cable television, hurricane shutters, security systems communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, as Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

4.10 Cross-Use Easements. Declarant for itself and its successors and assigns reserves a perpetual non-exclusive ingress and egress easement across the Condominium Property for the purpose of all development and construction activities necessary to implement the development plan for the condominium Property.

4.11 Covenant. All easements of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the Land, shall survive the termination of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate Declarant and/or 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.

5. Surface Water Management System.

5.1 Preamble. The Condominium Property includes a surface water management system ("SWM") that provides drainage of rainwater throughout the Condominium Property. The SWM is authorized by the South Florida Management District ("SFWMD") by a permit issued, to be issued, or to be renewed from time to time by the SFWMD (the "Permit"). The elements of the SWM are Common Elements.

5.2 Association Responsibility. The Association is responsible for the operation and maintenance of the SWM as described in the Permit. The costs of such operation, maintenance, repair and/or replacement of the SWM are Common Expenses assessed to the Unit Owners unless such maintenance, repair or replacement is assumed by the Master Association.

5.3 Amendments. Any amendment of this Section 5 or to this Declaration that would affect the SWM, conservation areas (if any), or water management portions of the Common Elements will be submitted to the SFWMD for a determination of whether the amendment necessitates a modifications of the Permit.

5.4 Termination. In the event that the Condominium is terminated and/or Association is dissolved, that portion of the Condominium Property that constitutes the SWM will be conveyed to an appropriate agency of local government. If this is not accepted, then the SWM will be dedicated to a non-profit corporation similar to the Association.

5.5 Wetland Mitigation. If wetland mitigation or monitoring is required, the Association shall be responsible to carry out such wetland mitigation or monitoring successfully, including all conditions of the Permit associated with wetland mitigation, maintenance, or monitoring.

5.6 Permit. Copies of the Permit and any future SFWMD actions shall be maintained by the Association's registered agent for the Association's behalf.

5.7 Enforcement by SFWMD. The SFWMD has the right to take enforcement action, including a civil action for any injunction or penalties against the Association to compel it to correct any outstanding problems with the SWM facilities or in mitigation or conservation areas under the responsibility or control of the Association.

6. Ownership.

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

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

7. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit and the exclusive right to use all appropriate appurtenant Limited Common Elements shall not be separated therefrom 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 exist, except as provided herein with respect to termination of the Condominium.

8. Percentage of Ownership and Shares; Voting Rights.

8.1 The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is set forth in Exhibit "C" attached hereto and made a part hereof.

8.2 Multiple Owners of a single Unit shall collectively be entitled to one (1) vote for each Unit which vote shall be cast by the Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the record title to that Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) they may, but they shall not be required to, designate a Voting Member; (b) if they do not designate a Voting Member and if both are present at a meeting and are unable to concur in their decision upon any

subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) where they do not designate a Voting Member, and only one present at a meeting, the person present may cast the Unit's Vote. If a Unit is owned by more than one person who are not husband and wife, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit filed with the secretary of the Association. If a Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or the vice-president and attested by the secretary or the assistant secretary of said corporation and filed with the secretary of the Association. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the secretary of the Association, signed by a general partner of said partnership. If a Unit is owned by a limited liability company, it shall designate a member entitled to cast the Unit's vote by executing a certificate to be filed with the Association, signed by the managing member of said limited partnership. The person designated in any such certificate shall be known as the "Voting Member". If, for a Unit owned by more than one person or by a corporation, a partnership or a limited liability company, such certificate is not on file with the secretary of the Association, the vote of the Unit shall not be counted in determining presence of a quorum or for any purpose requiring the approval of the person entitled to cast the vote for the Unit except if said Unit is owned jointly by husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit.

A person or entity owning more than one Unit may be designated as a Voting Member for each such Unit which it, he or she owns. Declarant shall be deemed an Owner and Voting Member of and for each unsold Unit.

9. Maintenance. The responsibility for the protection, maintenance, repair and replacement of all of the Common Elements and the Association Property (other than as specifically set forth in this Declaration and other than certain of the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner) and the cost and expense of such protection, maintenance repair and replacement shall be a Common Expense. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the entrance door, and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment serving solely the applicable Unit, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, 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 Unit Owner shall also maintain, repair and replace at his, her or its sole, cost and expense, all portions of any hurricane shutter(s) 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 shutter(s) is attached, (in the event the hurricane shutter(s) is attached to any Common Element, the Common Element to which the hurricane shutter(s) is attached shall become a Limited Common Element upon the attachment of said hurricane shutter(s), whereupon the maintenance repair and replacement of such Limited Common Element shall be the responsibility of the Unit Owner) which the Unit Owner installs,

which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane shutter(s) if necessary or required in order for the Association to maintain, repair, replace or protect the Common Elements or Association Property.

9.1 Common Elements. Except to the extent expressly provided to the contrary herein (i.e., as to certain Limited Common Elements) all maintenance, repairs and replacements in or to the Common Elements shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. For purposes hereof, Common Elements shall include all portions of the Condominium (except interior wall surfaces) 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 columns, all of such portions of the Units contributing to the support of the Building, all pipes, lines, wiring, facilities and conduits located within the walls and any soffits contained within a Unit and which provide services to more than one Unit, and any portions of any fire protection and emergency warning systems, including sprinklers, alarms, dampers, barriers and lights contained within the physical boundaries of and servicing a Unit. In addition, the Association shall be responsible for (i) maintaining the exterior surfaces (defined to be those walls that are visible from the exterior of the Building) and portions of all walls that serve to bound the balcony area contained within a Unit; (ii) the roof, including the replacement and repair; (iii) paving and electrical that are not part of the inside of a Unit; (iv) painting the exterior of the Building and the Common Elements; and (v) painting the exterior surfaces of the front entry doors.

9.2 Specific Unit Owner Responsibility.

9.2.1 The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit and are Limited Common Elements thereof, (except the portions to be maintained, repaired or replaced by the Association pursuant to the provisions hereof), shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, provided said equipment, fixtures or other items are Limited Common Elements. The Unit Owner shall maintain, repair and replace at his, her or its sole cost and expense, all portions of any hurricane shutter(s) which service said Unit Owner's Unit and are appurtenant thereto, including such portion of the Common Elements, if any, to which the hurricane shutter(s) is attached (in the event the hurricane shutter(s) is attached to any Common Element, the Common Element to which the hurricane shutter(s) is attached shall become a Limited Common Element upon the attachment of said hurricane shutter(s), which Limited Common Element maintenance, repair and replacement shall be the responsibility of the Unit Owner) which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane shutter(s) if necessary or required in order for the Association to maintain, repair, replace or protect the Common Elements or Association Property (none of the foregoing is intended to give any Unit Owner the right to install any hurricane shutters except in accordance with the provisions and restrictions contained in this Declaration). The Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration and applicable law.

9.2.2 The air-conditioning and heating systems servicing a Unit are Limited Common Elements and each Unit Owner shall maintain, repair and replace, at his own expense, any portions of such systems servicing the Unit and contained within the Unit, including but not limited to, filters, air handlers, compressors, condensers, motors, fans and related parts.

9.2.3 Each Unit Owner shall have the obligation to maintain, repair and replace at the Unit Owner's expense all fans, stoves, hot water heaters, refrigerators, appliances, equipment, and fixtures within that Unit Owner's Unit and each Unit Owner shall also have the obligation to maintain, repair and replace, at the Unit Owner's expense, all connections and facilities within the Unit which provide or are required to provide Utility Services to the Unit.

9.2.4 Unit Owners shall not decorate or change the appearance or color of any portion of the exterior of the Building including, without limitation, doors and balconies of the Unit, and a Unit Owner shall secure the prior written approval of the Association with respect to the color, type of material, setting material and other product and installation specifications, for the installation or replacement of any flooring on any balconies prior to the installation of any same.

9.2.5 Unit Owners shall promptly report to the Association any defects in, or the need for repairs to any Common Elements or Limited Common Elements that the Association is required to maintain, repair or replace hereunder.

9.2.6 No Unit Owner other than Declarant shall make any alterations in the portions of the Building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Building or impair any easement.

9.2.7 A Unit Owner may not screen or enclose or modify any exterior balcony within the Building and there shall be no modification of screen cages except with the prior written approval of the Association. In addition, a Unit Owner may not install exterior lighting on the walls or ceilings of any such balcony.

9.2.8 Any expense for the maintenance (excluding painting, as provided above), repair or replacement relating to Limited Common Elements, balconies, screen cages on balconies or planters shall be paid for by the Owner of the Unit to which the balcony or planter is appurtenant, and shall not be treated as a Common Expense of the Association.

9.2.9 All Parking Spaces, unless and until the exclusive right to use the same is assigned to a Unit Owner, shall be Common Elements and, upon such assignment to a Unit Owner, the Parking Space shall become a Limited Common Element. Notwithstanding that such assigned Parking Spaces are Limited Common Elements, the Association shall perform all maintenance, repair or replacement of such assigned Parking Spaces and all costs and expense for such maintenance, repair or replacement shall be a Common Expense of the Association.

9.2.10 The railings on the balconies shall be Limited Common Elements of the Units, however, the maintenance repair or replacement of all such railings on the balconies shall be performed by the Association and all costs and expenses for such maintenance, repair or replacement shall be a Common Expense of the Association.

9.3 Cost of Remedial Work. In the event that the Association performs any remedial work on a Unit pursuant to Sections 9, 9.1, 9.2 and 9.3 or any other provision herein, applicable covenants or deed restrictions, the costs and expenses incurred by an Association are chargeable to the Unit Owner and enforceable as an Assessment pursuant to Section 718.116 of the Florida Statutes, and the Association may use its lien authority provided by Section 718.116 of the Florida Statutes to enforce collection of the expense. The Association may also impose an administrative charge of twenty (20%) percent of the cost of the applicable remedial work, such surcharge to be part of the aforesaid remedial charge. No bids need to be obtained by the Association for any of the work performed pursuant to this Paragraph and the person(s) or company performing such work may be selected by the Association in its sole discretion.

The Association shall have a cause of action against Unit Owners to secure payment to the Association by Unit Owners of all charges, costs and expenses to the Association that cannot be secured as assessments, regular or special, under Florida Statute Section 718.116. The charge shall bear interest at the highest lawful rate and shall carry with it costs and attorneys' fees including costs (including attorneys' fees and costs on appeal) incurred in collection.

9.4 Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit. To facilitate entry in the event of any emergency, the owner of each Unit, if required by the Association, shall deposit a key to such Unit with the Association.

9.4.1 In addition to the Association's right of access, the Association, at the sole discretion of the Board, may enter an abandoned Unit to inspect the Unit and adjoining Common Elements; make repairs to the Unit or to the Common Elements serving the Unit, as needed; repair the Unit if mold or deterioration is present; turn on the utilities for the Unit; or otherwise maintain, preserve, or protect the Unit and adjoining Common Elements. For purposes of this paragraph, a Unit is presumed to be abandoned if:

9.4.1.1 The Unit is the subject of a foreclosure action and no tenant appears to have resided in the unit for at least four (4) continuous weeks without prior written notice to the Association; or

9.4.1.2 No tenant appears to have resided in the Unit for two (2) consecutive months without prior written notice to the Association, and the Association is unable to contact the Unit Owner or determine the whereabouts of the Unit Owner after reasonable inquiry.

9.4.2 Except in the case of an emergency, an Association may not enter an abandoned Unit until two (2) days after notice of the Association's intent to enter the Unit has been mailed or hand-delivered to the Unit Owner at the address of the Owner as reflected in the records of the Association. The notice may be given by electronic transmission to Unit Owners who previously consented to receive notice by electronic transmission.

9.4.3 Any expense incurred by an Association pursuant to this Section 9.4 is chargeable to the Unit Owner and enforceable as an assessment pursuant to Section 718.116 of the Florida Statutes, and the Association may use its lien authority provided by Section 718.116 of the Florida Statutes to enforce collection of the expense.

9.4.4 The Association may petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned Unit for the benefit of the Association to offset against the rental income the Association's costs and expenses of maintaining, preserving, and protecting the Unit and the adjoining Common Elements, including the costs of the receivership and all unpaid Assessments, interest, administrative late fees, costs, and reasonable attorney fees.

10. Additions Alterations or Improvements By the Association. Whenever in the judgment of the Board, the Common Elements, or any part thereof, shall require material additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of One Hundred Thousand Dollars (\$100,000.00) in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by no less than sixty-six and two-thirds (66-2/3%) percent of the total votes of the Unit Owners of the Association present in person or by proxy at a meeting called for that purpose at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing the aggregate of One Hundred Thousand Dollars (\$100,000.00) or less in a calendar year may be made by the Association without the approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year. The foregoing approval shall in no event apply with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Elements or Association Property.

11. Additions, Alterations or Improvements by Unit Owners.

11.1 Consent of the Board. No Unit Owner shall make any additional, material alteration or improvement in or to the Common Elements, the Unit or any Limited Common Element, including but not limited to, the installation of hurricane shutters, window boxes, screens sliding glass doors, enclosure of balcony areas, awnings, trellises, satellite dish or antennae, except to the extent specifically required to be permitted by law, or any other change to the physical appearance of the Building or terraces, patio areas, balconies, porches or roof areas. No Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit without the prior written consent of the Board. Any request by a Unit Owner for consent by the Association to any addition, alteration or improvement, shall be in writing and shall be accompanied by plans and specifications or other details as the Association may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the Association's approval as to same may be granted or withheld in the Association's reasonable discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the Condominium Property, but shall not be withheld in a discriminatory manner. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition,

alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request and all plans and additional information requested are received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Association, through action of the President, may extend the thirty (30) day review period to meet unforeseen or emergency circumstances. All additions, alterations or improvements made by a Unit Owner shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A Unit Owner making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and the Unit Owner's heirs, personal representatives, successors, and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom. Each Unit Owner shall be solely responsible for and shall maintain all exterior additions, alterations or improvements in a first class condition and in good working order as originally approved by the Association. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, Declarant and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association.

Unit Owners may install Declarant approved or Board approved hurricane shutters conforming to Board-adopted hurricane shutter specifications adopted by the Board, upon the prior written consent of the Board or Declarant. With regard to the installation of hurricane shutters, the Board shall adopt hurricane shutter specifications for the Building, which specifications shall comply with the applicable governmental building code, including without limitation all local City of Hollywood building codes, and which shall include, but not be limited to, color, style and other factors deemed relevant by the Board. Unit Owners shall be responsible for properly installing their hurricane shutters when weather conditions so require. Notwithstanding the foregoing, no hurricane shutters may be placed over window or door openings of a Unit until such time as there is a tropical storm watch or hurricane watch issued by the National Weather Center or other recognized weather forecaster for Broward County. All hurricane shutters must be removed within forty-eight (48) hours after such watch or warning has been lifted. The Association shall have the right, but not the obligation, to install or remove such approved hurricane shutters, whether on or within the Common Elements, Limited Common Elements, Units or Association Property, upon the issuance of a hurricane warning, or in order to preserve and protect the Condominium Property and Association Property, in the Association's sole discretion, for any Unit in which the Unit Owner is absent or has not installed said shutters, without the Unit Owner's permission. The installation, replacement and maintenance of hurricane shutters in accordance with the specifications adopted by the board shall not be deemed a material alteration or substantial addition to the Common Elements and same shall only require Board approval. The Association shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

The Board may appoint an architectural control committee to assume the foregoing functions on behalf of the Board and to make recommendations to the Board.

11.2 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems. Association shall not make any additions, alterations or improvements to the Life Safety Systems without the prior consent of the appropriate governmental authority if so required. No lock, padlock, hasp, bar, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever or by the Association with the Association obtaining the consent of the applicable governmental authority having jurisdiction over same. All means of egress must permit unobstructed travel at all times. No barrier including, but not limited to personally, shall impede the free movement of ingress and egress.

11.3 Additions, Alterations or Improvements by Declarant. The foregoing restrictions of this Section 11 shall not apply to Declarant owned Units. Declarant shall have the additional right, without the consent or approval of the Board or other Unit Owners to (i) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements, and the combining of all or any part of any number of Units that are adjacent to each other into one Unit); and (ii) expand, alter or add to all or any part of the Recreational Areas. Any amendment to this Declaration (and any zoning or other governmental approvals required in connection therewith) required by a change made by Declarant pursuant to this Section shall not be deemed a material altering of this Declaration in a manner that is adverse to Unit Owners or prospective Unit Owners (contract purchasers of Units) under the Act or the rules and regulations adopted with respect thereto. This Section shall not apply to matters under Section 718.110(4) or 718.110(8), Florida Statutes.

12. Changes to Declarant Owned Units. Declarant reserves the right to make alterations or improvements in the interior design or layout of any Declarant owned Unit and in any Common Elements within or adjacent to the Units as necessary to implement such changes to the Unit; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units shall not be changed by reason thereof.

13. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium 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. Further, the Association shall not be liable to any Unit Owner or tenant 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) or any particular matter where (a) such insurance is not required hereby or (b) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

14. Determination of Association Common Expenses and Assessments. The Board shall from time to time, and at least annually, prepare and adopt a budget for the Condominium,

determine the amount of Assessments for Association Common Expenses payable by the Unit Owners to meet the Association Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners, in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws. The Association shall notify all Unit Owners, in writing, of the amount and due dates of the Assessments for Association Common Expenses payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any Assessments for Association Common Expenses are made in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (a) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (b) the Association notifies the Unit Owner in writing of a change in the amount and/or frequency of the periodic payments. Any budget adopted by the Board shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the Bylaws, in the event the expenditure of funds by the Association is required that cannot be made from the regular Assessments for Association Common Expenses, the Association may make special Assessments for Association Common Expenses, which shall be levied in the same manner as herein before provided for regular Assessments for Association Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any special Assessment for Association Common Expenses. The specific purpose or purposes of any special Assessment for Association Common Expenses shall be set forth in the written notice of such Assessment sent or delivered to each Unit Owner, and the funds collected pursuant to the special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

15. Monetary Defaults and Collection of Assessments.

15.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner, and except as hereinafter provided in Section 15.6 shall be jointly and severally liable for all unpaid Assessments, interest, late fees, remedial work costs, and attorneys' fees and costs owed by the prior Unit Owner of the Unit, without prejudice to any right the Unit Owner may have to recover from the prior Unit Owner any Assessments paid by the Unit Owner. The Assessments shall include regular and special Assessments for Common Expenses, and other Assessments which may be payable to the Association by a Unit Owner pursuant to the Condominium Act, this Declaration, the Articles, or the Bylaws.

15.2 Late Charges and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late charge at the then highest rate allowed by law, plus interest at the then highest rate of interest allowable by law. All Assessments shall be due on the first (1st) day of each month. The Association, in its sole discretion, may waive the payment of any or all late charges or interest.

15.3 Lien for Assessments. The Association has a lien on each Condominium Parcel for any unpaid Assessments, late charges, interest, costs, remedial work cost, and attorneys' fees and costs incurred by the Association incident to the collection of the Assessment or enforcement

of the lien, and for all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and shall relate back to the recording of this Declaration. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien shall secure all unpaid Assessments, late charges, interest, remedial work costs, attorneys' fees and costs, and sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien, which are due upon and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. The claim of lien must be signed and acknowledged by an officer or authorized agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

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

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

15.6 Liability of Mortgagee, Lien or Judicial Sale Purchaser for Assessment. Unless the Condominium Act provides otherwise, when the mortgagee of a first mortgage of record of an Institutional Lender, obtains title to the Condominium Parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the

Association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such Institutional Lender who acquires title shall be liable for the unpaid Assessments, interest, late charges, fines, fees and attorney's fees and costs attributable to the Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof. An Institutional Lender acquiring title to a Unit as a result of a foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. The new owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments for Common Expenses and such other expenses as may be assessed to the Condominium Parcel, including without limitation special Assessments. Any person who acquires an interest in a Condominium Parcel through foreclosure of a first mortgage of record of an Institutional Lender, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing, including without limitation attorneys' fees and costs, by the former Unit Owner to the Association, and shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements or Association Property until such time as all unpaid Assessments and other monies have been paid in full.

15.7 Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Association or to any Unit Owner or group of Unit Owners or to any third party.

15.8 Unpaid Assessments – Estoppel Certificate. Within fifteen (15) days after request by any Unit Owner, or any Institutional Lender holding, insuring, or guaranteeing a mortgage encumbering an Unit, or any person or entity intending to purchase a Unit or provide a mortgage loan encumbering a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

15.9 Application of Payments. Any payments made to the Association by any Unit Owner shall be applied in accordance with Condominium Act.

15.10 Declarant's Guarantee and Liability for Assessments Declarant shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the date upon which Unit Owners other than the Declarant control the Board or one year from the first day of the following month in which this Declaration is recorded in the Public Records (the "Guarantee Expiration Date"), provided that the regular monthly Assessments for Common Expenses equally imposed on each Unit Owner other than Declarant shall not increase during such period over the amount shown in the initial budget for the Association, which is restated following this section, and provided further that Declarant shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level receivable from Unit Owners. The Guarantee Expiration Date may be unilaterally extended by Declarant for one or more successive periods of one year each until such time as Declarant does not own any Units in the Condominiums. For purposes of

this Section, income to the Association other than Assessments shall not be taken into account when determining the deficits to be funded by the Declarant. No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Declarant on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used for the payment of Common Expense prior to the expiration of such period. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing. The stated dollar amount of the guaranteed maximum assessments for each Unit is as follows:

<u>Unit</u>	<u>Monthly Assessment</u>
Building 5900	
2N	\$951.01
2S	\$948.83
3N	\$951.01
3S	\$948.83
Penthouse	\$1,494.19
Building 6000	
2N	\$951.01
2S	\$948.83
3N	\$951.01
3S	\$948.83
Penthouse	\$1,494.19
Building 6100	
2N	\$951.01
2S	\$948.83
3N	\$951.01
3S	\$948.83
Penthouse	\$1,494.20

15.11 Condominium Working Capital Fund. A contribution to the working capital fund in the amount of two (2) monthly Assessments shall be payable to the Association at the time of closing. This contribution is not to be considered maintenance payments or funds of the Association, but rather as a purchaser's share of the initial expenses of the Condominium itself. In addition to the above, the Condominium working capital fund may be used for purposes of emergency needs, initial items and non-recurring capital expenses.

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

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

18. Approval or Disapproval of Matters. Whenever the approval, consent or decision of the Unit Owners is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Articles, Bylaws and the Condominium Act, as applicable.

19. Acts of the Association. Unless the approval or action of the Unit Owners, and/or a certain specific percentage of the Board, is specifically required in this Declaration, the Articles or Bylaws, applicable rules and regulations or applicable law, all approvals, consents, or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. The approval or consent of the Association or the Board shall be evidenced by a written instrument signed by any director or officer of the Association. When an approval, consent or action of the Association is permitted to be given or taken, such approval, consent or action may be conditioned in any manner the Association deems reasonably appropriate.

20. Management Company. The Master Association shall have the right to contract for the management and maintenance of the Master Property (including the Master Common Property) and/or the Condominium Property, and to authorize a management agent or company to assist the Association in carrying out its powers and duties as set forth herein. However, the Association and its officers shall retain at all times the powers and duties granted to it by this Declaration, the Articles, Bylaws and the Condominium Act.

21. Membership. The record owner(s) of all Units in the Condominium shall be members of the Association. Membership as to each Unit shall be established, and transferred, as provided by the Articles and the Bylaws.

22. Insurance. The insurance, other than title insurance, which shall be carried upon the Condominium Property and the Association Property and the property of the Unit Owners shall be governed by the following provisions:

22.1 Purchase, Custody and Payment of Policies.

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

22.1.2 Named Insured. The named insured on all policies purchased by the Association shall be the Association, individually and as agent for Unit Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

22.1.3 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the Condominium Property or the Association Property shall be paid to the Insurance Trustee (if

appointed), and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee (if appointed).

22.1.4 Copies to Unit Owners or Institutional Lenders. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the Association upon request to each Unit Owner or Institutional Lender who holds a mortgage upon a Unit covered by the policy.

22.1.5 Personal Property and Liability. Unit Owners shall obtain and maintain insurance at their own expense for personal property within the Unit, their Limited Common Elements, improvements to the Unit, the floor, walls, ceiling coverage, electrical fixtures, appliances, water heaters, water filters, built-in cabinets, countertops, window treatments, including without limitation curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit and any other requirements under the Condominium Act.

22.2 Coverage.

22.2.1 Casualty. All Buildings and Improvements upon the Condominium Property and all Association Property are to be insured in an amount equal to one hundred (100%) percent of the then current replacement value (excluding foundation, excavating costs, and other items normally excluded from coverage) as determined by the Association's casualty insurance company. Such coverage shall afford protection against:

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

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

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

22.2.2 Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Condominium Property or the Association Property or adjoining driveways and walkways, or any work, matters or things related to the Condominium Property or the Association Property or this Declaration and its exhibits, with such coverage as shall be required by the Association and

with cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

22.2.3 Fidelity Bonds. The Association shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall in no event be less than maximum funds that will be in the custody of the Association or its management agent at any one time or in an amount not less than the minimum sum required by law. Notwithstanding the foregoing, unless an Institutional Lender otherwise requires fidelity bond coverage, such coverage will not be required unless and until the Condominium consists of greater than thirty (30) Units.

22.2.4 Flood Insurance Workman's Compensation Insurance and Such Other Insurance. The Association shall determine from time to time to be desirable, or as may be required by law and as is customarily obtained with respect to condominiums similar in construction, location, and use to this Condominium, such as, where applicable, contractual and all written contract insurance, employers' liability insurance and comprehensive automobile liability insurance.

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

22.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements or the Association Property by a particular Unit Owner, or by a resident of any Unit, or by a member of their families or their guests or invitees, may be assessed against and paid by that Unit Owner. Premiums may be financed in such manner as the Board deems appropriate.

22.4 Insurance Trustee. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board. The Insurance Trustee must be either a financial institution or trust company with FDIC Insurance and with offices in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the sufficiency of policies, nor for the failure to collect any

insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owner and their respective mortgagees in the following shares, but such shares need to be set forth on the records of the Insurance Trustee.

22.4.1 Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.

22.4.2 Mortgagees. 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 the right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

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

22.5.2 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs may be held by the Association to defer operating expenses or be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

22.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged Building and/or Unit for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

22.5.4 Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association executed by the President and Secretary as to the names of the Unit Owners and mortgagees together with their respective shares of the distribution.

22.6 Damage Not Covered. The cost to repair any damage caused to a Common Element or other property owned by the Association by a Unit Owner or Unit which is not covered by insurance, including lack of coverage due to a deductible, shall be the responsibility of and shall be paid by said Unit Owner causing the damage. The cost of any damage to a Unit not covered by insurance caused from a source outside the Unit, which source of damage is under the control and management of the Association, and said damage is through no negligence on the part of the Association, shall be borne by the Unit Owner sustaining the damage.

22.7 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for the holder of a mortgage or other lien upon a Unit and for each owner

of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

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

22.9 Unit Owner Coverage. Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use. Each Unit Owner shall provide the Association with a copy of a binder, a policy or other proof satisfactory to the Association of said insurance coverage.

Every hazard insurance policy issued or renewed to an individual Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Association. All real or personal property located within the boundaries of the Owner's Unit, which is excluded from the coverage provided by the Association as required herein, shall be insured by the individual Unit Owner.

22.10 Benefit of Mortgagees. Certain provision in this Section 22 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

22.11 Insurance Trustee Optional. The Board shall have the option in its discretion of appointing an Insurance Trustee hereunder, which Insurance Trustee shall meet the requirements contained in Section 22.4 herein. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

22.12 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

23. Reconstruction or Repair - After Casualty.

23.1 Determination to reconstruct or repair. In the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the Insured Property and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Notwithstanding the above, if seventy five (75%) percent or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning sixty-five (65%) percent of the

applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of Institutional First Lenders approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for such appropriate relief as may be allowed by law instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and lien on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

23.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by a majority of the Unit Owners, and if the damaged property is one or more Buildings containing Units, by the Unit Owners of all Units, the plans for which are to be altered, which approval shall not be unreasonably withheld.

23.3 Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty, which shall be effected promptly and in accordance with guidelines established by the Board. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

23.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners, in sufficient amounts to provide funds to pay such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.

23.5 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction

fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

23.5.1 Association – Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than One Hundred Thousand (\$100,000) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Board ; provided, however, that upon request to the Insurance Trustee (if appointed) by an institutional first mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below in the reconstruction and repair of major damage.

23.5.2 Association – Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than One Hundred Thousand (\$100,000) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 23.5.1 above, but then only upon further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

23.5.3 Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s).

23.5.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

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

23.6 Insurance Trustee Optional. The Board shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

24. Condemnation and Eminent Domain.

24.1 Representation by Association. The Association shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning or taking authority for acquisition of the Common Elements or the Association Property, or any part thereof, and for such purpose each Unit Owner appoints the Association as the Unit Owner's attorney-in-fact.

24.2 Deposit of Awards with Insurance Trustee. The taking of any Condominium Property or Association Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, in the discretion of the Association, a special Assessment 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 Unit Owner.

24.3 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.

24.4 Disbursement of Funds. If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Units will be made whole and the property damaged by the taking will be made useable 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 by the Insurance Trustee after a casualty.

24.5 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 Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

24.5.1 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 assessed against the Unit Owner of the Unit. The Association shall have the right to collect and enforce

such costs and charges as elsewhere provided in accordance with this Declaration and applicable law.

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

24.6 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, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

24.6.1 Payment of Award. The award shall be paid first to all Institutional Lenders in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners and mortgagees of Units not tenantable in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional Lenders; and the balance, if any, to repairing and replacing the Common Elements.

24.6.2 Addition to Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in this Declaration.

24.6.3 Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in this Declaration.

24.6.4 Assessments. If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Unit to the Unit Owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

24.6.5 Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will

not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

24.7 Taking of Common Elements or Association Property. Awards for the taking of Common Elements or Association Property shall be used to make the remaining portion of the Common Elements or Association Property useable in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements or Association Property. The balance of the awards for the taking of Common Elements or Association Property, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Unit, the distribution shall be paid jointly to the owner and the mortgagee(s) of the Unit.

24.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of the Board.

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

25.1 Units.

25.1.1 Residential Use and Occupancy. Each of the Units shall be occupied and used as a single family residence only, and not for business, commercial or other purposes. A Unit owned by an individual, corporation, partnership, trust or their fiduciary may only be occupied by the following persons, and such persons' Immediate Family Members, provided that the Unit Owner or other permitted occupant must reside with his/her Immediate Family Member: (a) the individual Unit Owner, (b) an officer, director, stockholder, employee or designee of such corporation, (c) a partner, employee or designee of such partnership, (d) the fiduciary or beneficiary of such trust, or (e) permitted occupants under an approved lease of the Unit, as the case may be. Occupants of an approved leased Unit must be the following persons and such persons' Immediate Family Member who reside with them: (A) an individual tenant, (B) an officer, director, stockholder, employee or designee or a corporate tenant, (C) a partner, employee or designee of a partnership tenant, or (D) a fiduciary or beneficiary of a fiduciary tenant. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in a Unit, including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) days in any three (3) month period.

"Immediate Family Member" means the Unit Owner's spouse, same-sex spouse, children, parents, grandparents, siblings or the children, parents, grandparents and siblings of the Unit Owner's spouse. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board, a person(s) occupying a Unit for more than thirty (30) days in any three (3) month

period without the Unit Owner or a member of his/her family being present shall not be deemed a guest but, rather, shall be deemed a tenant for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to tenants. Any guest who resides in a Unit with the Unit Owner being present for more than 30 days must be registered with and approved by the Association. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section and the Board, shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose.

25.1.2 Leases. No portion of a Unit (other than the entire Unit) may be rented. The Association must approve all lease applications and leases. Also, a Unit Owner shall be prohibited from leasing the Unit for more than two (2) times within a twelve (12) month period with a minimum term of six (6) months and no more than twelve (12) months. Leases must be renewed annually and approved by the Association. The Association shall have the right to require a security deposit, a background check of the applicant (including criminal history, prior residential history, credit and financial history), a lease approval fee, a plumbing inspection of the Unit at the Owner's expense, and that a substantially uniform form of lease be used and copies of all leases shall be provided to the Association. All occupants and tenants must be screened by the Association and approved prior to the occupant or tenant residing in the Unit; otherwise the Association shall have the power to evict such occupant or tenant. The lease or rental shall not release the Unit Owner from any obligation under this Declaration, and either the tenant or the Unit Owner shall have the right to use the facilities and Common Elements to the exclusion of the other party. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with 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 leases shall comply with and be subject to the provisions of this Declaration, Articles Bylaws, Association's rules and regulations, and the Condominium Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. All leases shall be subordinate to any lien filed by the Association against the Condominium Parcel. This Subsection shall also apply to renewals of leases of a Unit. The Board may make reasonable rules and regulations regarding the leasing of Units and the lease approval process. For purposes of this Declaration, a lease shall be defined as any period of occupancy by a person or persons other than the immediate family members of the Unit Owner, regardless of whether there is a written lease agreement or any consideration paid to the Unit Owner. Immediate Family Members who are not on listed on the certificate of title to the Unit may be evicted the same manner as a tenant if the Immediate Family violates this Declaration or the Rules and Regulations of the Association. In the event the Unit Owner fails to pay the Association any Assessment when the same become due, upon the tenant's receipt of the Association's notification demanding that the tenant's rent be paid to the Association, the tenant must direct the future rent payments to the Association until such time as the Association directs tenant to redirect rent payments to the Unit Owner. The rent collected by the Association will offset the delinquent Assessment. In the event tenant fails to redirect the payments of rent to the Association and instead continues to pay rent to the Unit Owner, tenant shall become obligated along with the Unit Owner to pay the delinquent Assessments to the Association, irrespective of any rent payments that tenant may already have made to Unit Owner. In addition, the

Association may issue notices under 83.56 of the Florida Statutes (as may be renumbered from time to time) and may sue for eviction under 83.59-83.625 as if the Association were the landlord under Part II of Chapter 83 of the Florida Statutes.

25.1.3 Restrictions on Sales and Gifts.

25.1.3.1 No Unit Owner may dispose of a Unit or any interest therein by sale, gift or any other type of conveyance unless otherwise set forth in this Declaration without the prior written approval of the Association. A Unit Owner intending to make a bona fide sale, gift or conveyance of his or her Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee and such other information concerning the intended purchaser or transferee as the Association may reasonably require, including a copy of the purchase contract or other conveyance documents. The Association shall have the right to require a background check (including criminal history, prior residential history, credit and financial history) of the purchaser, transferee and/or occupants 18 years or older, a sale approval fee and/or transfer fee. All purchasers, transferees and occupants 18 years or older must be approved and screened prior to the purchaser, transferee and/or occupant resides in the Unit, purchases the Unit or takes title to the Unit. Within no more than 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed sale or transfer of title to the Unit. If approved, the approval shall be stated in a certificate executed by the President and one of the other officers of the Board and shall be delivered to the purchaser or transferee. If the Association disapproves a proposed sale or transfer of title, the Association shall send the Unit Owner a statement indicating such disapproval and the sale or transfer shall not be closed. Any sale, transfer or closing on a Unit made in violation of this Section shall be voidable and the Association may invoke any remedies provided by law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized person(s) in possession of the Unit. The Association shall be entitled to reimbursement of all reasonable attorneys' fees and costs incurred by enforcing this Section. The Association shall have the power to adopt and amend the Association's rules and regulations with respect to the approval of prospective purchasers or transferees of a Unit and the factors that will be used by the Association to determine whether to approve the prospective purchaser or transferee.

25.1.3.2 The Association shall not have a duty to provide an alternate purchaser nor shall it assume any responsibility for the denial of a sale application if the denial is based upon, including without limitation, any of the following factors:

25.1.3.2.1 The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or theft or destruction of property; a felony demonstrating dishonesty or moral turpitude; any criminal offense involving illegal drugs, or any criminal offense involving sexual battery, sexual abuse or lewd and lascivious behavior.

25.1.3.2.2 The sale, ownership, or the application for approval, on its face, or the conduct of the applicant (including all proposed occupants), reasonably indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Declaration, Articles, Bylaws or the Association's rules and

regulations or that the sale, ownership or transfer, if approved, would result in a violation of the Declaration, Articles, Bylaws or the Association's rules and regulations.

25.1.3.2.3 The person seeking approval (including all occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her criminal history; conduct in other residences, social organizations or associations, or by his or her conduct in this Association as an occupant of a Unit.

25.1.3.2.4 The person seeking approval (including all proposed occupants) has failed to provide the information required to process the application in a timely manner, has materially misrepresented any fact or information provided in the application or screening process; has failed to pay any transfer or approval fee or any payment made has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide or refused to release the Association the background

25.1.3.2.5 The person seeking approval (including all proposed occupants) is financially unable to meet the obligations that are incumbent upon an owner in the Association; the purchase of the Unit is beyond the financial ability of the person seeking approval; or inquiring in the financial responsibility of the person seeking approval indicates an inability to afford the mortgage, Assessment and other Owner obligations with respect to the Unit.

25.1.4 Devises. Any Unit Owner shall be free to devise such Owner's Unit by will or to have such Owner's Unit pass by intestacy without the Association's prior approval, provided, however, that each succeeding Unit Owner is bound by and such Owner's Unit subject to, the provisions of this Section 25, including without limitation the screening and registration process set forth in Section 25.1.3. Each succeeding Unit Owner is bound by the Declaration, Bylaws, Articles and the Rules and Regulations of the Association.

25.1.5 Guests. Unit Owners must register all guests who will reside in the Unit for more than seven (7) days with the Association by notifying the Association of the guest(s)' name. If the guest has a vehicle, then the Unit Owner must also provide the Association with the year, make, model, tag and a copy of the vehicles registration prior to the guest's arrival.

25.1.6 No Division. No Unit may be divided or subdivided into a smaller Unit or any portion thereof sold or otherwise transferred without first amending this Declaration to reflect the changes in the Units to be affected thereby.

25.2 Exterior Appearance. Without limiting the provisions of Section 11 of this Declaration, except for the installation of hurricane shutters permitted by the Association, no Unit Owner shall cause or permit his balcony (except as originally constructed by Declarant) to be enclosed, nor shall any Unit Owner cause or permit his balcony to be increased in size, the configuration thereof altered, or awnings installed thereon, or on the exterior of any Building. No Unit Owner shall cause or permit any doors, windows or screening on the exterior of his Unit to be added, modified or removed, nor shall any Unit Owner in any manner change the exterior appearance of his Unit or any Building or Common Element, except for purposes of repair or replacement required to be made by the Unit Owner, and any such repair or replacement shall be

in substantial conformity with that originally installed by Declarant or last approved by the Association. No Unit Owner shall install or permit to be installed in his Unit electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his Unit or the Building. No Unit Owner shall place signs or written material on the windows of his Unit, balcony or on the exterior of the Condominium Property. No Unit Owner shall install any trees, shrubbery, flowers, or other landscaping on the exterior of any Condominium Property, and no Unit Owner shall remove or alter any such landscaping installed by the Association. Unit Owners may place tasteful patio furniture and plants on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a sightly condition, and the Association shall have the right to require any Unit Owner to remove any personal property placed on any balcony or otherwise on the exterior of the Condominium Property, which the Association deems unsightly or potentially dangerous.

25.3 General Instructions on Unit Owner Modifications.

25.3.1 Any change made to the exterior of any Unit must be approved by the Association. The Association shall not refuse the request of any Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.

25.3.2 Unless otherwise approved by the Association, no Unit Owner may:

- 25.3.2.1 Change any color of the front door on a Unit.
- 25.3.2.2 Add a front screen door to any Unit.
- 25.3.2.3 Change any exterior lighting fixtures.
- 25.3.2.4 Install a front porch decoration (except season decorations).
- 25.3.2.5 Install front porch fencing or gating.
- 25.3.2.6 Install flower bed fencing.
- 25.3.2.7 Install any exterior wire or penetrate the exterior of the Unit or the roof for any reason.
- 25.3.2.8 Penetrate the firewall between Units.
- 25.3.2.9 Change any exterior door or exterior door locks unless they are the same type and color as the existing doors and locks.
- 25.3.2.10 Screen the balcony.

25.3.3 No Unit Owner shall modify or relocate air conditioning condensing units nor install window air conditioners or window fans.

25.4 Effect on Declarant, Association. The restrictions and limitations set forth in this Section 25 shall not apply to Declarant or to Units owned by or leased to Declarant. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section for good cause shown.

25.5 Pets. Each Unit may house up to two (2) domestic dogs or two (2) domestic cats (or a combination of the two). If a Unit Owner houses two (2) dogs, the combined weight may not exceed 75 pounds. Pets shall not be kept, bred or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, including but not limited to pit bull, Rottweiler, German Shepherd, Chow, Staffordshire Terrier, Akita, Wolf and/or Presa Canario. Any dog with a history of violent or aggressive behavior will be determined to be a dangerous dog no matter what its pedigree. Once a determination has been made by the Association that the dog is dangerous, the Association may require that the dog be permanently removed from the Unit and the Condominium Property. In addition, fish and other small animals are permitted so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures. Macaws and Cockatoos or other birds which create a nuisance shall not be permitted to be kept in any Unit. Birds may not be kept on a balcony and must be kept inside the Unit. All other pets are prohibited. Unit Owners or tenants must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be kept in the Common Elements or in a Limited Common Element, nor be walked through or kept in the Association's clubhouse, or other public areas of the Condominium. No pets shall be allowed at any time in pool or pool areas or any lakes or parks unless otherwise designated. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 27 hereof, violation of the provisions of this Subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require, through order of the Board, any pet to permanently removed from the Condominium Property. No pet may be kept outside of any Unit, including without limitation on the Limited Common Elements, in the absence of any resident of the Unit. Owner of the pet shall assume full responsibility for personal injuries or property damage caused by such pet, whether to their Unit, any other Unit, another pet, or any of the Condominium Property (including the Common Elements or Limited Common Elements) and such Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other pet shows aggressive behavior or violence towards humans and/or other animals, upon written notice from the Association, such pet will be required to be permanently removed from the Condominium Property and the Unit. In addition, the Association shall have the right to make a special charge against the Unit Owner or Unit for any attorneys' fees and costs the Association incurs in requiring performance and/or compliance of the Unit Owner or the Unit Owner's tenant and such special charge will be charged against the Unit as an assessment and may be collected the same as any other assessment as set forth in the Declaration including the filing of a lien and foreclosing a lien against the Unit for failure to pay the special charges. The Association may adopt further reasonable rules and regulations regarding pets.

25.6 Common Elements. The Common Elements and Association Property shall be used only for the purposes for which they are intended.

25.7 Nuisances. No nuisances shall be allowed upon the Condominium Property; and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the Condominium Property by its residents shall be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

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

25.9 Use of Flammables. No flammable, combustible or explosive fluids, chemicals or other substances or propane tanks may be kept in any Unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices or other devices which emit smoke or dust shall be allowed on any balcony. However, if any electric barbeque grills are initially installed on any balcony by the Declarant, such electric barbeque grills shall be permitted.

25.10 Satellite Dish Antennas. No satellite dish equipment or antenna equipment may be attached to a Unit or the Common Elements. Free standing satellite dishes of 18 inches or less may be placed upon a Unit Owner's balcony only and must be installed by a licensed contractor, but shall not be permanently affixed thereto or to any Unit or Common Element walls. If acceptable quality signals can be received by placing the satellite dish inside of a Unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited. Satellite dishes must not encroach upon any Association Property, Common Elements, or any other Unit Owner's property. Satellite dishes shall be located in a place shielded from view from outside the Association or from other Units to the maximum extent possible; provided, however, that nothing herein would require installation in a location from which an acceptable quality signal cannot be received. This Section does not permit installation on the Association Property or Common Elements even if an acceptable quality signal cannot otherwise be received. Satellite dishes shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal. All installations shall be completed so they do not damage the Association Property, Common Elements or any other Unit or in any way impair the integrity of the Condominium Building. Satellite dishes shall be installed and secured in a manner that complies with all applicable city and state laws and regulations and manufacturer's instructions. Unit Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit. Satellite dishes may not extend beyond a railing, balcony or fence unless no acceptable quality signal may be received from this location and prior written approval from the Association has been obtained. Satellite dishes and any visible wiring shall be painted to match the color of the structure to which they are attached. Any Unit Owner desiring to install a satellite dish must complete a notification form, submit same to the Association prior to such installation and receive the Association's prior approval.

25.11 Rules and Regulations. All Unit Owners shall comply with reasonable rules and regulations concerning the use, maintenance, and appearance of, the Units and the use of the Common Elements and Association Property, as may be made and amended from time to time by the Association in the manner provided by the Articles or Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

25.12 Conflict with Master Declaration. Notwithstanding any inconsistencies which may exist between the provisions of the Master Declaration and the provisions of this Declaration regarding the maintenance and repair responsibilities of the Association and the Master Association, the maintenance and repair responsibilities of the Association and the Master Association shall be as set forth in the Master Declaration which is the controlling and superior document.

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

27. Compliance and Non-Monetary Default.

27.1 Enforcement. In the event of a violation by any Unit Owner or any tenant of a Unit Owner, occupant or any person residing with them, or their guests or invitees (other than the nonpayment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws, or the rules and regulations of the Association, the Association shall notify the Owner and any tenant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after receipt of written demand by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

27.1.1 Impose a fine against the Owner or tenant as provided in Section 27.2;

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

27.1.3 The Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may assess the Unit Owner with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to ten (10%) percent of such costs, and may collect such Assessment and have a lien for same as elsewhere provided. In connection with the foregoing, the Association may enter the Unit Owner's Unit where necessary, may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of this Declaration, and may take any and all other action reasonably necessary to correct the applicable failure;

27.1.4 Commence an action to recover damages;

27.1.5 Commence an action to evict the tenant, occupant, guest or Immediate Family Member (who is not a Unit Owner); and/or

27.1.6 Hire an attorney and to make a charge against the Unit Owner and Unit in the same manner as an Assessment for the costs of such reasonable attorneys' fees and costs incurred in requiring performance and/or compliance of the Unit Owner, Unit Owner's guest or tenant, including without limitation, the cost of violation letters.

27.2 Fines. In addition to the means for enforcement provided in this Declaration, Bylaws or rules and regulations of the Association, or by law, in the event a Unit Owner or occupant fails to observe and perform any of the provisions of the Declaration, the Bylaws, the Articles, applicable rules and regulations of the Association in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit.

27.2.1 Unit Owner Committee. The Board shall appoint a covenants enforcement committee ("Unit Owner Committee") which shall determine whether there is probable cause that any of the provisions of the Declaration, the Bylaws, the Articles or the rules and regulations of the Association are being or have been violated. The Unit Owner Committee shall consist entirely of Unit Owners other than members of the Board and their spouses, which shall be charged with conducting the hearing and rendering the decision with regard to the levy of fines as herein provided.

27.2.2 Notice. The Association shall notify the Unit Owner, tenant or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration, the Bylaws, the Articles or Association rules and regulations which have been allegedly violated and notice of the opportunity for a hearing upon Unit Owner's request made within fourteen (14) days of the date of the Association sending the notice. The notice shall also specify, and it is hereby provided that each recurrence of the

alleged violation of each day during which it continues shall be deemed to be a separate offense, subject to a separate fine, all fines not to exceed the highest amount allowed by law.

27.2.3 Hearing. If a hearing is timely requested by the Unit Owner, the Unit Owner Committee shall hold a hearing, after giving the alleged violator fourteen (14) days written notice of the date, time and place of hearing. The Unit Owner Committee shall hear any defense to the charges of the Unit Owner Committee or hear reasons why a fine should not be imposed.

27.2.4 Imposition of Fine. Subsequent to any hearing, the Unit Owner Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Unit Owner Committee determines that there is sufficient evidence, it may notify the Board to levy a fine for each violation in such amount as may be permitted by the Act. If the Unit Owner Committee determines that there is insufficient evidence, it shall terminate the proceedings. If no hearing is requested by the Unit Owner, the Unit Owner Committee shall automatically impose a fine against the Unit Owner.

27.2.5 Committee Approval. If the Unit Owner Committee does not agree with the fine, the fine may not be levied.

27.2.6 Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

27.2.7 Application of Fines. All monies received from fines shall be allocated as directed by the Board.

27.2.8 Infractions. Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.

27.2.9 Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

27.3 Negligence. A Unit Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements.

27.4 Responsibility of Unit Owner for Occupants, Tenants, Guests and Invitees. Each Unit Owner shall be responsible for the acts and omissions, whether negligent or willful of any person residing in his Unit, and for all guests and invitees of the Unit Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Condominium Property or the Association Property, or any liability to the Association, the Unit Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this

Declaration, of the Articles, the Bylaws, or any rule or regulation, by any resident of any Unit, or any guest or invitee of a Unit Owner or any resident of a Unit, shall also be deemed a violation by the Unit Owner, and shall subject the Unit Owner to the same liability as if such violation was that of the Unit Owner.

27.5 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any person present in any Unit or any portion of the Condominium Property, other than a Unit Owner and the members of his immediate family permanently residing with him/her in the Unit, if such person shall materially violate any provision of this Declaration, the Articles, the Bylaws, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Condominium, or shall damage or destroy any Common Elements or Association Property, then upon written notice by the Association such person shall be required to immediately leave the Condominium Property and if such person does not do so, the Association is authorized to commence an action to compel the person to leave the Condominium Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Unit Owner who such person was visiting, or with whose permission such person was present on the Condominium Property, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the Association, or any rights or remedies the Association may have with respect to similar actions by a Unit Owner or a member of his immediate family residing with him in the Unit.

27.6 Costs and Attorneys' Fees. In any legal proceedings commenced by the Association to enforce this Declaration, the Articles, the Bylaws, and/or the rules and regulations, as said documents may be amended from time to time; the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees and costs. Also, if the Association hires an attorney to enforce this Declaration, the Bylaws, the Articles or the Association's rules and regulations against any Unit Owner or Unit Owner's guest or tenant, including without limitation the preparation of violation letters, the Unit Owner shall be responsible for reimbursing the Association for all reasonable attorney's fees and costs incurred. Any such cost or attorneys' fees either awarded to the Association in connection with any action against any Unit Owner or incurred by the Association while enforcing the Declaration, the Articles, the Bylaws and/or the rules and regulations shall be assessed against the Unit Owner as in the case of any other Assessment as provided herein.

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

27.8 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or any other provision of this Declaration, the Articles, the Bylaws, or the Rules and Regulations, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

28. Amendment of Declaration and Limitations on Amendments to Articles and Bylaws.

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

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

28.1.2 Adoption of Amendment. A resolution adopting a proposed amendment may be proposed by either a majority of the Board or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by affirmative vote of a majority of those Unit Owners present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established. If a Unit Owner's right to vote has been suspended due to nonpayment of Assessments or if the Association owns any Units, such Unit shall not be counted towards the total number of votes necessary to approve an amendment or the total number of voting interests necessary to constitute a quorum.

28.1.3 Execution and Recording. A copy of each amendment shall be attached to a certificate of the Association certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this Declaration and shall be executed by the President and Secretary of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the county in which the Condominium is located.

28.2 Amendment Prior to Turnover. During the period of Declarant control, this Declaration, Articles of Incorporation or the By-Laws of the Association may be amended by Declarant to correct an omission or error, or to effect any other amendment, except that this procedure for amendment may not be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing.

28.3 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of a Condominium Parcel shares the Common Expenses of the Condominium and owns the Common Elements and Common Surplus of the Condominium, (any such change or alteration being a "material amendment", unless the record Owner(s) thereof, and all record owners of mortgages or other liens on the Unit, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of seventy five (75%) percent of the Voting Interest of Unit Owners. No amendment may be adopted which would materially affect the rights or interests of mortgagees of Units, without the consent of said mortgagees which are materially affected in each instance, which consent may not be unreasonably withheld. The acquisition of property by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration or the Act, shall not be deemed to constitute a material alteration or modification of the appurtenance of the Units and accordingly, shall not constitute a material Alteration.

No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Declarant without the consent of said Declarant in each instance; nor shall an amendment make any change in the Sections hereof entitled "Insurance," "Reconstruction or Repair after Casualty," or "Condemnation," unless the primary Institutional Lender shall join in the amendment; without limiting the generality of the foregoing, nor shall any amendment. This Section 28.3 may not be amended in any manner.

28.4 Required Consent. If any provision of this Declaration specifically requires the consent of a certain percentage of the Unit Owners or Institutional Lenders to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the Unit Owners or Institutional Lenders.

29. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Condominium Act pursuant to Section 718.117(3) of the Florida Statutes, as amended from time to time.

30. Suspension of a Unit Owner's Right to Use Common Elements and Right to Vote. If a Unit Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit Owner's occupant, licensee, invitee or tenant to use the Common Elements or any other Association Property until the monetary obligation is paid. This Section does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements that must be used to access the Unit, utility services provided to the Unit Owner, parking spaces or elevators. The Association may also suspend the voting rights of a Unit Owner due to such nonpayment of any monetary obligation. Both suspensions end upon full payment of all obligations currently due or overdue the Association. If such a suspension of use and voting rights is imposed, the Association must impose the reasonable suspension at a properly noticed board meeting, and after the imposition of such suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, invitee or tenant by mail or hand delivery.

31. Miscellaneous Provisions.

31.1 Partial Invalidity. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this Declaration, the Articles, Bylaws, or rules and regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

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

31.3 Notices. All notices required or desired hereunder or under the Bylaws or the Association's rules and regulations shall be sent via certified mail return receipt requested to the Association c/o its office at the Condominium or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners, or the registered agent as designated with the Secretary of State of the State of Florida. All notices to any Unit Owners shall be sent via regular mail to the Condominium address of such Unit Owner or such other address as may have been designated by such Unit Owner from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the Association. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the person being notified. Notwithstanding anything to the contrary contained herein, notices by electronic transmission shall be allowed as provided in the By-laws of the Association or by applicable law.

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

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

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

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

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

31.9 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/her 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.

31.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to

execute, at the request of Declarant, all documents or consents which may be required by all governmental agencies to all Declarant and its affiliates to complete the plan of development of the Land as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Subsection may not be amended without the consent of Declarant.

31.11 Sale Activity and Declarant's Rights. Until the date that Declarant has completed and sold all of its Units within the Condominium, neither the Unit Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of Units. Declarant (or its duly authorized agents or assigns) may make such use of the unsold units and the Common Elements and the facilities within the Condominium until such date so as to facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials, and the maintenance of an administrative office. Declarant may use unsold Unit as model Units or as sales offices for display purposes to prospective purchasers. Declarant shall have the right to use unassigned Parking Spaces for prospective purchasers and such other parties as Declarant determines. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of Declarant. Additionally, without obtaining consent of any Tenants of Units, Declarant or its employees or agents may be allowed access to any Unit for repairs or construction necessary in Declarant's opinion to complete the Units for sale.

31.12 Venue. EACH UNIT OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH UNIT OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THAT THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BROWARD COUNTY. DECLARANT HAS AN OFFICE IN BROWARD COUNTY AND EACH UNIT IS LOCATED IN BROWARD COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DECLARANT AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY.

31.13 Access of Declarant to Building and Units and to Reports. For as long as Declarant remains liable to the Condominium Association or any Unit Owner, under any warranty, whether statutory, express or implied, for any act or omission of Declarant in the development, construction, sale and marketing of the Condominium, then Declarant and its agents shall have the right, in Declarant's sole discretion, and from time to time upon the granting of access thereto by the Condominium Association or a Unit Owner, as the case may be, to enter the Condominium Property for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Declarant to fulfill its obligations under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect.

For as long as Declarant remains liable to the Association or any Unit Owner under any warranty, whether statutory, express or implied, or for any act or omission of Declarant relative to the development, construction, sale and marketing of the Condominium, the Association shall furnish to Declarant all documentation prepared on behalf of the Association concerning the inspection, testing and surveying of the Common Elements or Units relative to analyzing such areas of compliance with all such warranties. Failure of the Association or of a Unit Owner to provide such access to reports and/or documentation shall result in the appropriate warranty being mollified and being of no further force or effect.

31.14 Parking Requirements. Parking requirements for the Condominium Property promulgated by the appropriate governmental authority having jurisdiction over same shall be complied with at all times.

31.15 Implied and Express Warranties. DECLARANT EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES WITH REGARD TO ANY ASPECT OF THIS CONDOMINIUM, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE IMPLIED WARRANTIES PERTAINING TO DECLARANT AS REQUIRED UNDER FLORIDA STATUTES SECTION 718.203.

31.16 Blocked View Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (i) maturation of trees and shrubbery, (ii) construction of other condominiums, or (iii) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Declarant shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements.

31.17 Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Declarant warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that the party or parties being same shall comply with all requests of Section 55, Florida Statutes. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 30.17.

31.18 Mold and Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or Declarant within the Unit and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildews, toxins and/or fungi and to have released Declarant from any and all liability resulting from same, including, without limitation, any liability for incidental or

consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Declarant is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

31.19 Unit Square Footage. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods of calculating the square footage of a Unit, and that depending on the method of calculation used by the architect and/or engineers, the square footage of the Unit may vary. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarant's promotional materials or otherwise. Without limiting the generality of this Section, Declarant does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

31.20 Development Rights Retained by Declarant.

31.20.1 The Declarant shall retain ownership of the Transferable Development Rights ("TDRs") and Density Transfer Rights, estimated to be the equivalent of 38 residential units, which are greater than the 23 density rights committed to the development of Seaside Village West condominium and Seaside Village East condominium in perpetuity. The TDRs shall be deemed the exclusive property rights of the Declarant and may be assigned by Declarant for use on any properties that are not a part of the Seaside Master Association, Seaside West and Seaside East condominiums. The Association shall, upon written request of the Declarant or its assignee, acknowledge that the TDR's were not conveyed to the Association.

31.20.2 Developer retains the right to retain and transfer units to another location for development.

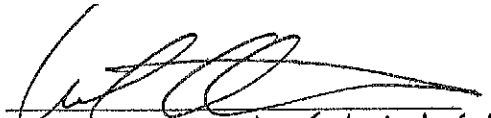
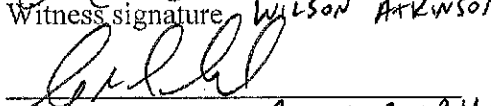
31.20.3 Developer waives any right to further develop at the initial place of development (the location for which this Declaration is being filed), to include the air space above the Condominium and subsurface area below the Condominium.

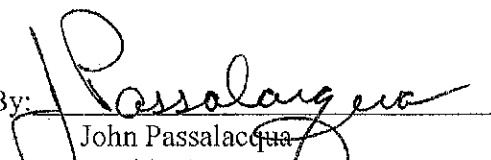
31.20.4 Developer shall not compel the Association to join in any litigation regarding the Developer's Transferable Development Rights.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed this 19 day of September, 2018.

Signed, sealed and delivered
in the presence of:

Seaside Village by Vintage Homes, Inc., a
Florida corporation

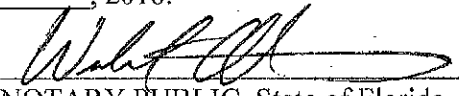

Witness signature WILSON ATKINSON

Witness print name CINDY CLAPIL

By: 
John Passalacqua
Its: President

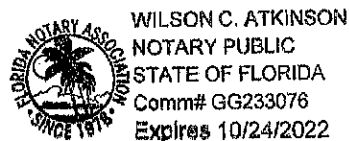
STATE OF FLORIDA)
 :SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared John Passalacqua, as President of Seaside Village by Vintage Homes, Inc., a Florida corporation, as personally known to me () or who produced thereof to be his free act and deed, on behalf of the company and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in this county and state last foresaid, this 19
day of September, 2018.


NOTARY PUBLIC, State of Florida

My Commission Expires:



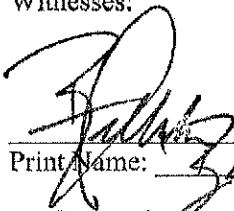
**JOINDER AND CONSENT OF MORTGAGEE TO DECLARATION OF
CONDOMINIUM OF SEASIDE VILLAGE WEST, A CONDOMINIUM**

INVESTMENT ON NORTH BEACH & ASSOCIATES, LLC, a Florida limited liability company (the "Mortgagee"), the owner and holder of a Mortgage dated August 14, 2017 and recorded August 16, 2017 under Instrument #114564424, of the Public Records of Broward County, Florida, hereby joins in the execution of, and consents to, the Declaration of Condominium of SEASIDE VILLAGE WEST, a condominium.

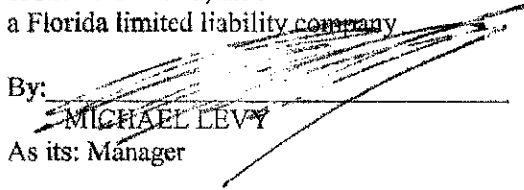
Nothing contained herein shall be deemed in any way to limit or affect the mortgage held by the Mortgagee or the priority of the lien created thereby and the sole purpose of this Joinder and Consent is to acknowledge the consent of the Mortgagee to the aforesaid Declaration of Condominium.

This instrument is executed and delivered by the undersigned pursuant to and for the purpose of complying with §718.104(3), *Florida Statutes*.

Witnesses:


Print Name: Dolores Hyde
Print Name: Dolores Hyde

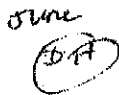
INVESTMENT ON NORTH BEACH
& ASSOCIATES, LLC
a Florida limited liability company

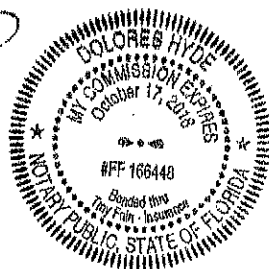
By: 
MICHAEL LEVY
As its: Manager

STATE OF FLORIDA)
COUNTY OF BROWARD)
:SS

I HEREBY CERTIFY that on this day, before me personally appeared MICHAEL LEVY, as Manager of SEASIDE HOLLYWOOD NORTH BEACH, LLC, a Florida limited liability company, to me _____ personally known or X who has produced Florida Lic as identification.

WITNESS my hand and official seal in this county and state last foresaid, this 22nd day of May, 2018.

June




Dolores Hyde
NOTARY PUBLIC
My Commission Expires:

**JOINDER AND CONSENT OF MORTGAGEE TO DECLARATION OF
CONDOMINIUM OF SEASIDE VILLAGE WEST, A CONDOMINIUM**

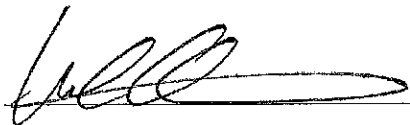
SEASIDE HOLLYWOOD NORTH BEACH, LLC, a Florida limited liability company (the "Mortgagee"), the owner and holder of a Mortgage dated December 16, 2014 and recorded December 19, 2014 in Official Records Book 51330, Page 997, of the Public Records of Broward County, Florida, hereby joins in the execution of, and consents to, the Declaration of Condominium of SEASIDE VILLAGE WEST, a condominium.

Nothing contained herein shall be deemed in any way to limit or affect the mortgage held by the Mortgagee or the priority of the lien created thereby and the sole purpose of this Joinder and Consent is to acknowledge the consent of the Mortgagee to the aforesaid Declaration of Condominium.

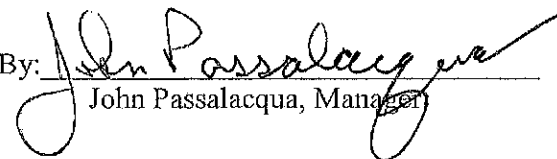
This instrument is executed and delivered by the undersigned pursuant to and for the purpose of complying with §718.104(3), *Florida Statutes*.

Witnesses:

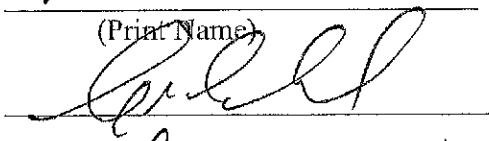
SEASIDE HOLLYWOOD NORTH BEACH,
LLC, a Florida limited liability company



WILSON C. ATKINSON, III
(Print Name)

By: 

John Passalacqua, Manager

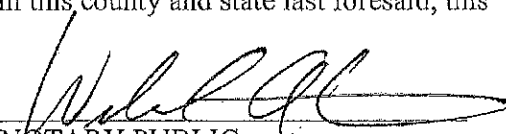


CINDY CLARIK
(Print Name)

STATE OF FLORIDA)
 :SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me personally appeared JOHN PASSALACQUA, as Manager of SEASIDE HOLLYWOOD NORTH BEACH, LLC, a Florida limited liability company, to me ☒ personally known or _____ who has produced _____ as identification.

WITNESS my hand and official seal in this county and state last foresaid, this
day of September 19, 2018.



NOTARY PUBLIC

My Commission Expires:

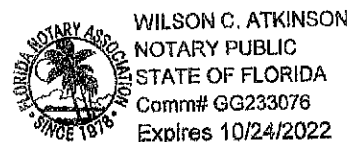


EXHIBIT "A"
THE LAND

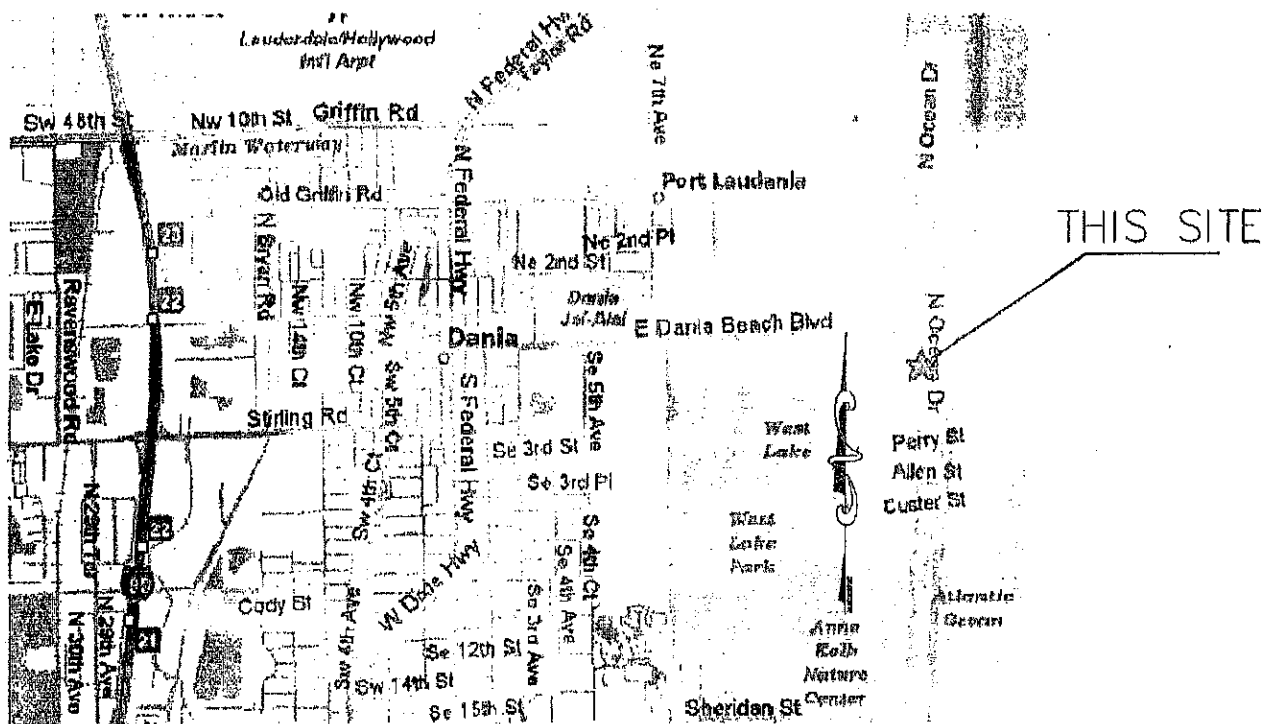
A PORTION OF LOTS 11 THROUGH 24 THEREOF, BLOCK 174, "HOLLYWOOD CENTRAL BEACH", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 23; THENCE SOUTH 2°30'15" WEST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID LOTS 11 THROUGH 23 A DISTANCE OF 511.91 FEET; THENCE NORTH 87°29'45" WEST A DISTANCE OF 76.13 FEET; THENCE NORTH 2°30'15" EAST ALONG A LINE 3.50 FEET EAST OF THE WEST LINE OF SAID LOTS 11 THROUGH 24 A DISTANCE OF 544.59 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24; THENCE NORTH 87°00'15" EAST ALONG THE NORTH LINE OF SAID LOT 24 A DISTANCE OF 66.44 FEET; THENCE SOUTH 2°30'15" WEST A DISTANCE OF 40.02 FEET; THENCE NORTH 87°00'15" EAST A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING

DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM

EXHIBIT 'A'

CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

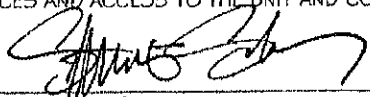


LOCATION MAP (NOT TO SCALE)

CERTIFICATE OF SURVEYOR

I, STEPHEN K. SEELEY, BEING A PROFESSIONAL SURVEYOR AND MAPPER, DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN SEASIDE VILLAGE WEST, A CONDOMINIUM, AS SHOWN HEREON (OR ATTACHED HERETO) IS SUBSTANTIALLY COMPLETE, SO THAT THE MATERIALS COMPRISING EXHIBITS 'A' AND 'B' OF THE DECLARATION OF CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL PLANNED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT AND COMMON ELEMENTS FACILITIES HAVE BEEN SUBSTANTIALLY COMPLETED.


STEPHEN K. SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS

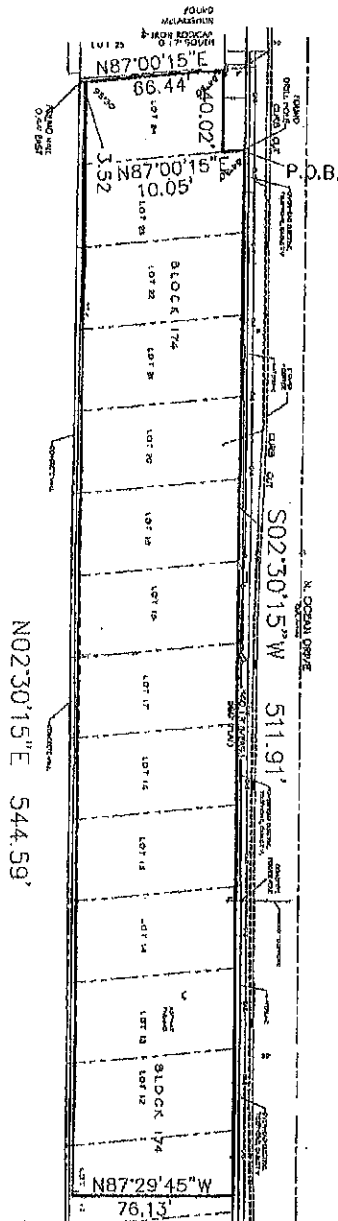
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

JOB #: RNB088	DATE: 9/13/2018	SURVEY, PLOT PLAN, FLOOR PLANS & GRAPHIC DESCRIPTION OF IMPROVEMENTS
SCALE: NTS	FILE NO.:	
DRAWN BY: SHG	CHECKED BY: SKS	

EXHIBIT A

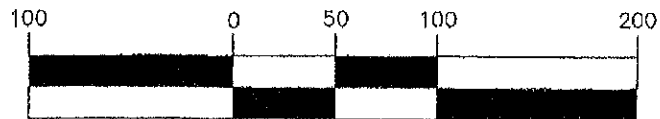
SHEET 1 OF 2

EXHIBIT A DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



DESCRIPTION: A PORTION OF LOTS 11 THROUGH 24 THEREOF, BLOCK 174 "HOLLYWOOD CENTRAL BEACH" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 23; THENCE SOUTH 2°30'15" WEST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID LOTS 11 THROUGH 23 A DISTANCE OF 511.91 FEET; THENCE NORTH 87°29'45" WEST A DISTANCE OF 76.13 FEET; THENCE NORTH 2°30'15" EAST ALONG A LINE 3.50 FEET EAST OF THE WEST LINE OF SAID LOTS 11 THROUGH 24 A DISTANCE OF 544.59 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24; THENCE NORTH 87°00'15" EAST ALONG THE NORTH LINE OF SAID LOT 24 A DISTANCE OF 66.44 FEET; THENCE SOUTH 2°30'15" WEST A DISTANCE OF 40.02 FEET; THENCE NORTH 87°00'15" EAST A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING.



GRAPHIC SCALE
(IN FEET)

JOB # R48424	DATE: 9/05/14	5900 BUILDING, COGO BUILDING,
SCALE: NTS	FILE No.:	6100 BUILDING
DRAWN BY: SHG	CHECKED BY: SKS	BOUNDARY SURVEY

EXHIBIT A

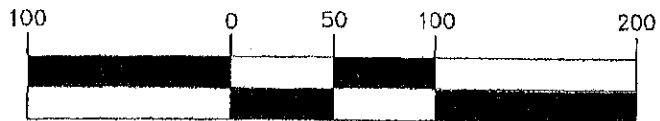
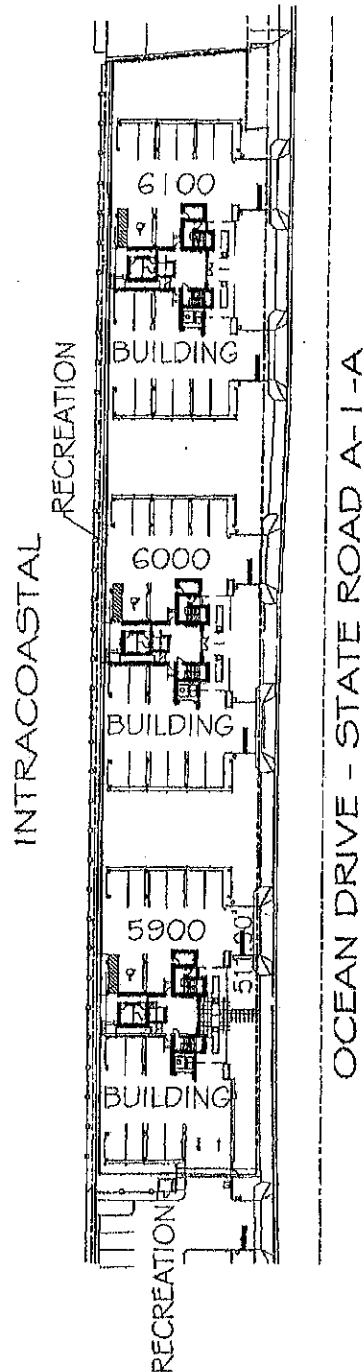
SHEET 2 OF 2

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7010

EXHIBIT "B"
PLOT PLAN AND SURVEY

EXHIBIT B
DECLARATION OF
CONDOMINIUM FOR
SEASIDE VILLAGE WEST, A
CONDOMINIUM
CITY OF HOLLYWOOD, BROWARD
COUNTY, FLORIDA



GRAPHIC SCALE
(IN FEET)

JOB # RN8424	DATE: 9/05/14	5900 BUILDING, 6000 BUILDING,
SCALE: NTS	FILE No:	6100 BUILDING
DRAWN BY: SHG	CHECKED BY: SKS	SITE PLAN

EXHIBIT B

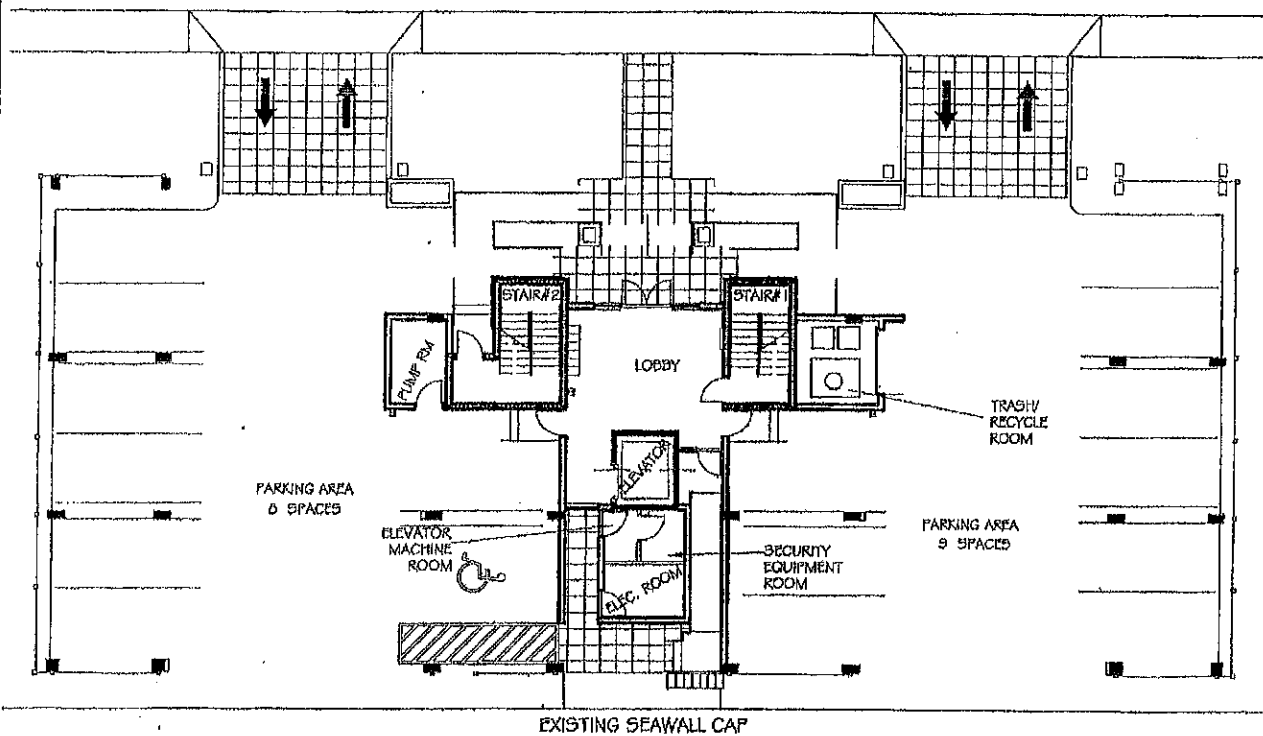
SHEET 1 OF 12

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 823-7666
LICENSED BUSINESS NO. 7018

EXHIBIT B

DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM

CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



GRAPHIC SCALE (IN FEET)

JOB #. RN0003
DATE: 8/05/14
FILE No. 1
DRAWN BY: SHG
CHECKED BY: SKS

5500 BUILDING, 6000 BUILDING
6100 BUILDING
GROUND FLOOR LAYOUT.

EXHIBIT B

SHEET 2 OF 12

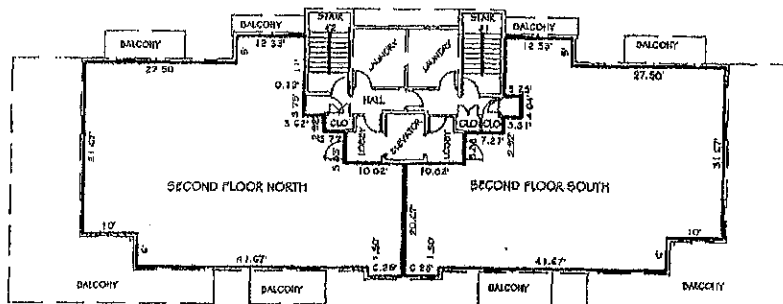
GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

EXHIBIT B

DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM

CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



DESCRIPTION OF CONDOMINIUM UNIT

UNIT BOUNDARIES:

EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE FOLLOWING BOUNDARIES:

- 1) UPPER AND LOWER BOUNDARIES:
THE UPPER AND LOWER BOUNDARIES OF THE UNIT ARE THE FOLLOWING BOUNDARIES EXTENDED TO THEIR PLANAR INTERSECTIONS WITH THE PERIMETER BOUNDARIES:
 - A) UPPER BOUNDARIES
THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB OF THE UNIT EXTENDED TO MEET THE PERIMETER BOUNDARIES
 - B) LOWER BOUNDARIES
THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.
 - C) PERIMETRICAL BOUNDARIES
THE PERIMETER 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 (SHOWN BY A HEAVY SOLID LINE).

DESCRIPTION OF "COMMON ELEMENT" (CE)

COMMON ELEMENT SHALL INCLUDE:

- A) THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- B) EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY AND OTHER SERVICES TO UNITS AND THE COMMON ELEMENTS.
- C) AN EASEMENT OF SUPPORT IN EVERY PORTION OF A UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING
- D) THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS
- E) ANY PARKING SPACE NOT DESIGNATED AS A LIMITED COMMON ELEMENT, AS MORE FULLY SET FORTH IN THE DECLARATION OF CONDOMINIUM FOR "SEASIDE VILLAGE WEST".

DESCRIPTION OF "LIMITED COMMON ELEMENT" (LCE)

LIMITED COMMON ELEMENT SHALL MEAN AND INCLUDE THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF THE OTHER UNITS.

NOTES:

- 1) ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND ARE INDICATED BY UPPER AND LOWER BOUNDARIES OF THE UNIT.
- 2) ALL DIMENSIONS SHOWN HEREON ARE APPROXIMATE. UNIT PERIMETER DRYWALL SHALL BE DEEMED A PART OF THE UNIT.



GRAPHIC SCALE (IN FEET)

GIBBS LAND SURVEYORS

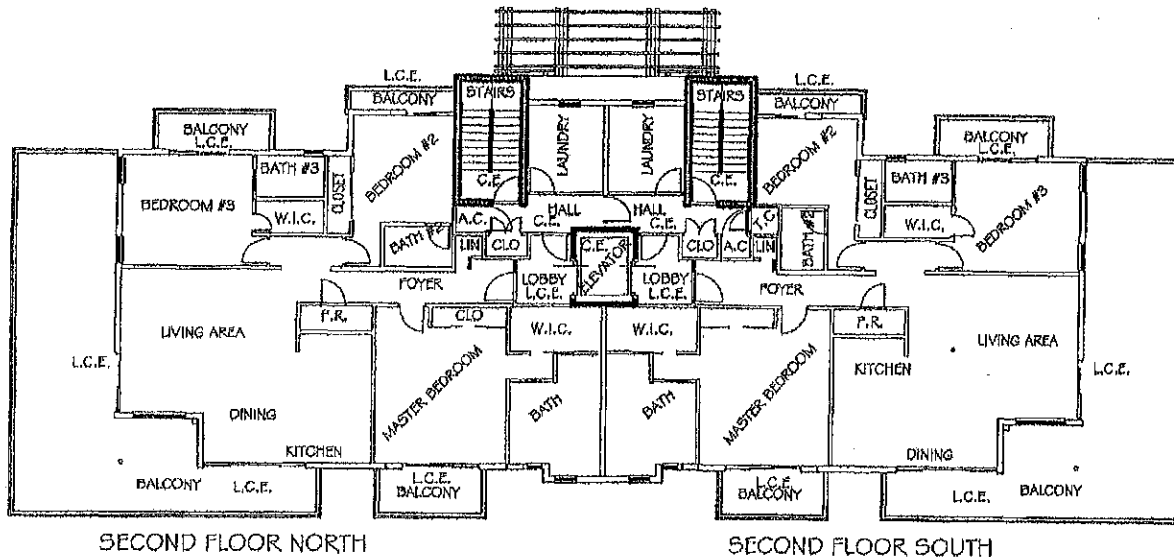
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

JOB # KNA0000	DATE 9/05/14	5900 BUILDING, 6000 BUILDING, 6100 BUILDING SECOND FLOOR	EXHIBIT B	SHEET 3 OF 12
DRAWN BY SHG	CHECKED BY: SKS			

EXHIBIT B

DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM

CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



SECOND FLOOR NORTH

SECOND FLOOR SOUTH

LEGEND:

L.C.E. - LIMITED COMMON ELEMENT
C.E. - COMMON ELEMENT
P.R. - POWDER ROOM
CLO - CLOSET



GRAPHIC SCALE

(IN FEET)

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

JOB # RND088 DATE: 9/05/14
FILE No. 1 5900 BUILDING, 6000 BUILDING,
C100 BUILDING
DRAWN BY: SHG CHECKED BY: SFS SECOND FLOOR LAYOUT

EXHIBIT B

SHEET 4 OF 12

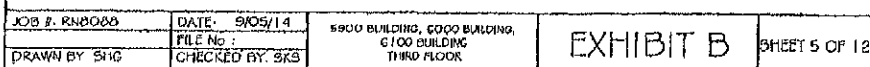
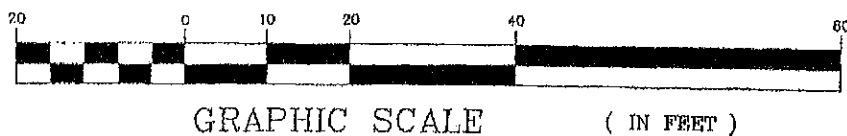
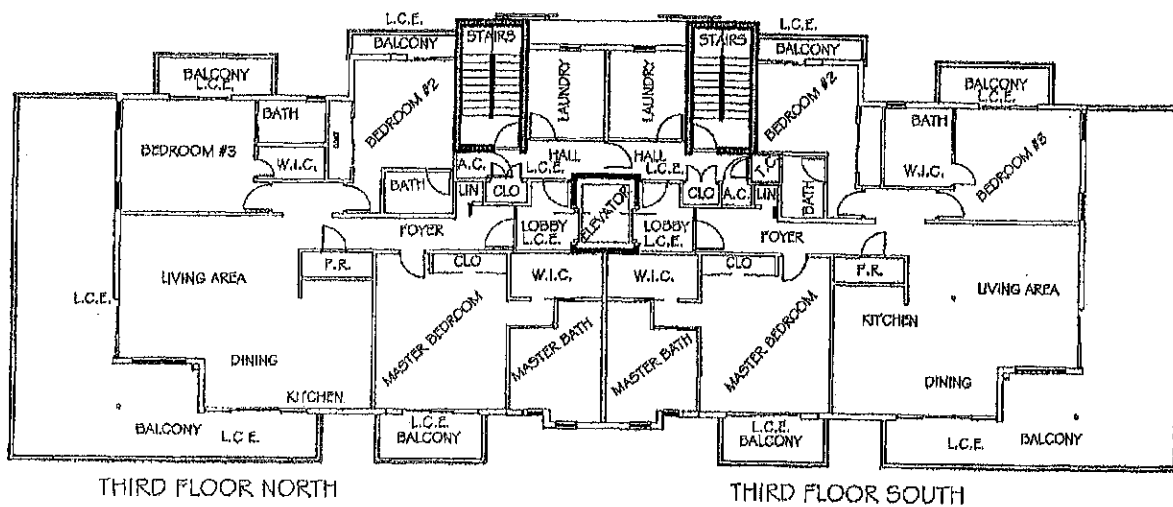


EXHIBIT B DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

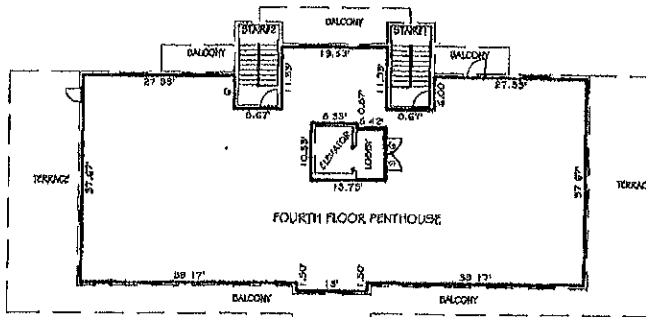


JOB #: RND088	DATE: 9/05/14	5500 BUILDING, 6000 BUILDING, 6100 BUILDING THIRD FLOOR LAYOUT	EXHIBIT B	SHEET 6 OF 12	GIBBS LAND SURVEYORS 2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7018
DRAWN BY: SHG	CHECKED BY: SKB				

EXHIBIT B

DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM

CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



DESCRIPTION OF CONDOMINIUM UNIT

UNIT BOUNDARIES:
EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE FOLLOWING BOUNDARIES:

- 1) UPPER AND LOWER BOUNDARIES:
THE UPPER AND LOWER BOUNDARIES OF THE UNIT ARE THE FOLLOWING BOUNDARIES EXTENDED TO THEIR PLANAR INTERSECTIONS WITH THE PERIMETER BOUNDARIES:
- A) UPPER BOUNDARIES
THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB OF THE UNIT EXTENDED TO MEET THE PERIMETER BOUNDARIES.
- B) LOWER BOUNDARIES
THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.
- C) PERIMETRICAL BOUNDARIES
THE PERIMETER 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 (SHOWN BY A HEAVIER SOLID LINE).

DESCRIPTION OF "COMMON ELEMENT" (CE)

COMMON ELEMENT SHALL INCLUDE:

- A) THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- B) EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY AND OTHER SERVICES TO UNITS AND THE COMMON ELEMENTS.
- C) AN EASEMENT OF SUPPORT IN EVERY PORTION OF A UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- D) THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- E) ANY PARKING SPACE NOT DESIGNATED AS A LIMITED COMMON ELEMENT, AS MORE FULLY SET FORTH IN THE DECLARATION OF CONDOMINIUM FOR "SEASIDE VILLAGE WEST".

DESCRIPTION OF "LIMITED COMMON ELEMENT" (LCE)

LIMITED COMMON ELEMENT SHALL MEAN AND INCLUDE THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF THE OTHER UNITS.

NOTES:

- 1) ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND ARE INDICATED BY UPPER AND LOWER BOUNDARIES OF THE UNIT.
- 2) ALL DIMENSIONS SHOWN HEREON ARE APPROXIMATE, UNIT PERIMETER DRYWALL SHALL BE DEEMED A PART OF THE UNIT.

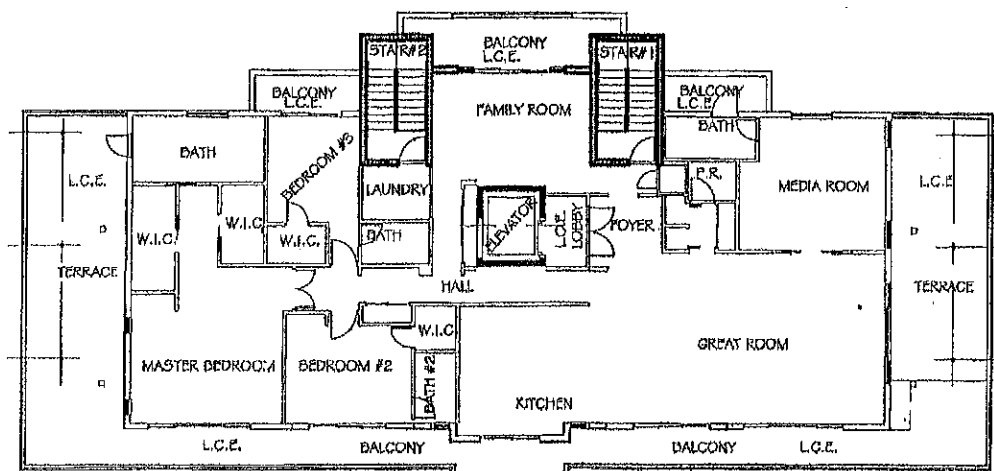


GRAPHIC SCALE (IN FEET)

JOB #. R00005	DATE: 9/05/14	5000 BUILDING, 6000 BUILDING, 6100 BUILDING FOURTH FLOOR PENTHOUSE	EXHIBIT B	SHEET 7 OF 12	GIBBS LAND SURVEYORS 2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 828-7666 LICENSED BUSINESS NO. 7018
DRAWN BY SHG	CHECKED BY: SRS				

EXHIBIT B

DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



FOURTH FLOOR PENTHOUSE

L.C.E. = LIMITED COMMON ELEMENT



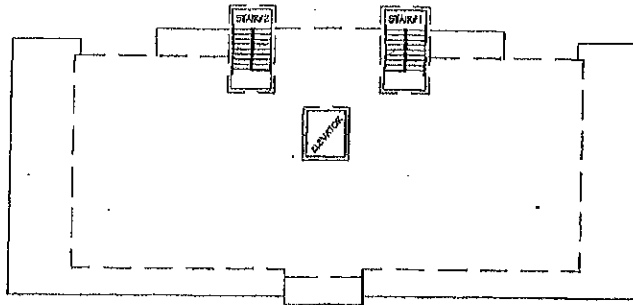
GRAPHIC SCALE (IN FEET)

JOB #: RN0088	DATE: 9/09/11	5900 BUILDING, 6000 BUILDING, 6100 BUILDING	EXHIBIT B	SHEET 8 OF 12	GIBBS LAND SURVEYORS 2151 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7018
DRAWN BY: SHG	CHECKED BY: SKS	FOURTH FLOOR PENTHOUSE LAYOUT			

EXHIBIT B

DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM

CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



DESCRIPTION OF CONDOMINIUM UNIT

UNIT BOUNDARIES:

EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE FOLLOWING BOUNDARIES:

- 1) UPPER AND LOWER BOUNDARIES:
THE UPPER AND LOWER BOUNDARIES OF THE UNIT ARE THE FOLLOWING BOUNDARIES EXTENDED TO THEIR PLANAR INTERSECTIONS WITH THE PERIMETER BOUNDARIES:
 - A) UPPER BOUNDARIES
THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB OF THE UNIT EXTENDED TO MEET THE PERIMETER BOUNDARIES
 - B) LOWER BOUNDARIES
THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB OF THE UNIT, EXTENDED TO MEET THE PERIMETER BOUNDARIES.
 - C) 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 (SHOWN BY A HEAVIER SOLID LINE).

DESCRIPTION OF "COMMON ELEMENT" (CE)

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- A) THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- B) EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY AND OTHER SERVICES TO UNITS AND THE COMMON ELEMENTS.
- C) AN EASEMENT OF SUPPORT IN EVERY PORTION OF A UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- D) THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- E) ANY PARKING SPACE NOT DESIGNATED AS A LIMITED COMMON ELEMENT, AS MORE FULLY SET FORTH IN THE DECLARATION OF CONDOMINIUM FOR "SEASIDE VILLAGE WEST".

DESCRIPTION OF "LIMITED COMMON ELEMENT" (LCE)

LIMITED COMMON ELEMENT SHALL MEAN AND INCLUDE THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF THE OTHER UNITS.

NOTES:

- 1) ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND ARE INDICATED BY UPPER AND LOWER BOUNDARIES OF THE UNIT.
- 2) ALL DIMENSIONS SHOWN HEREON ARE APPROXIMATE. UNIT PERIMETER DRYWALL SHALL BE DEEMED A PART OF THE UNIT.



GRAPHIC SCALE (IN FEET)

GIBBS LAND SURVEYORS

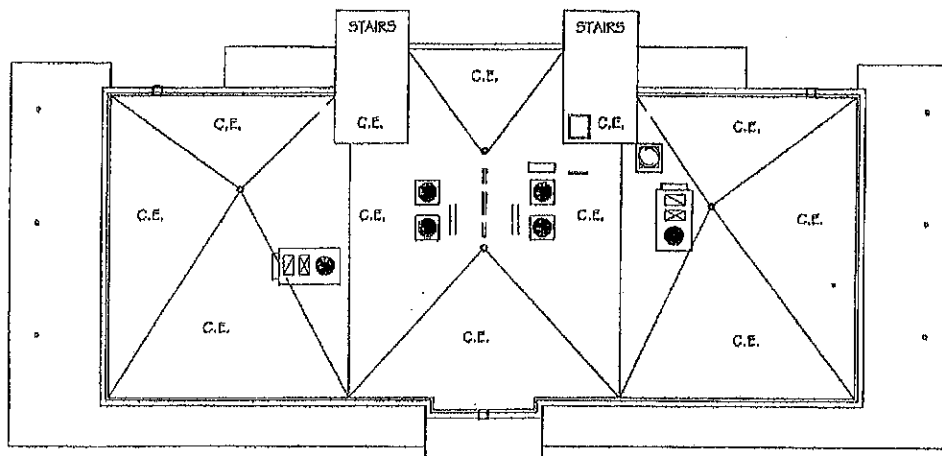
JOB # RN0088	DATE 9/05/14	5900 BUILDING, 6000 BUILDING,	EXHIBIT B	SHEET 9 OF 12
DRAWN BY SHG	CHECKED BY SKS	5100 BUILDING ROOF		

2151 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

EXHIBIT B

DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM

CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



C.E. = COMMON ELEMENT



GRAPHIC SCALE (IN FEET)

JOB #1 RN8088	DATE: 5/05/11
DRAWN BY: SHG	CHECKED BY: SKS

5800 BUILDING, 6000 BUILDING,
6100 BUILDING
ROOF LAYOUT

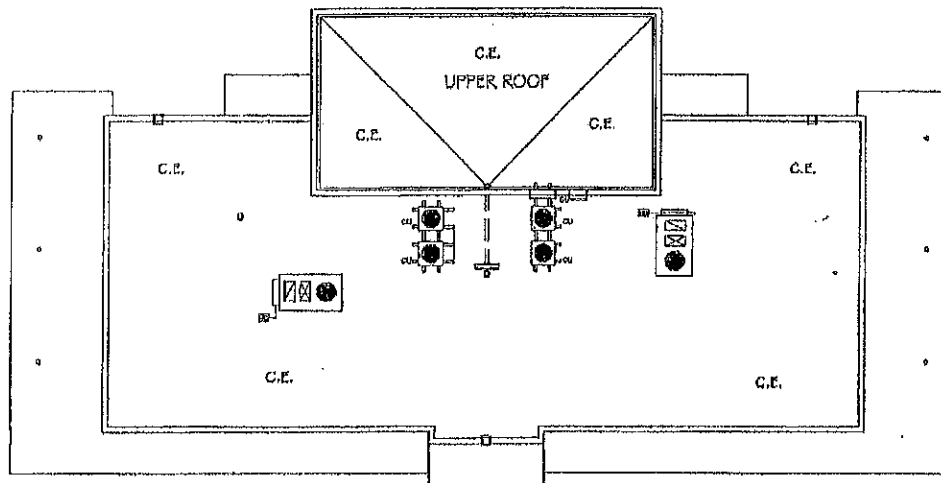
EXHIBIT B

SHEET 10 OF 12

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7016

EXHIBIT B DECLARATION OF CONDOMINIUM FOR SEASIDE VILLAGE WEST, A CONDOMINIUM CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



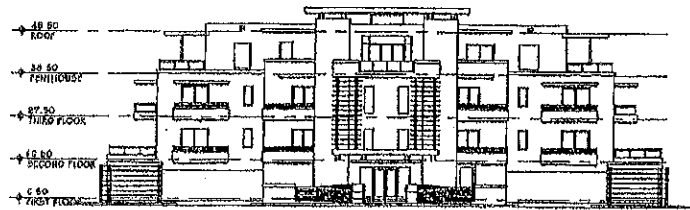
C.E. = COMMON ELEMENT



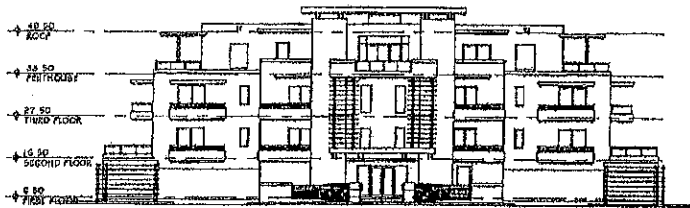
GRAPHIC SCALE (IN FEET)

JOB # R06008	DATE 9/09/14	5500 BUILDING, 6000 BUILDING, 6100 BUILDING UPPER ROOF LAYOUT	EXHIBIT B	SHEET 11 OF 12	GIBBS LAND SURVEYORS 2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7018
DRAWN BY: SHG	CHECKED BY: BKS				

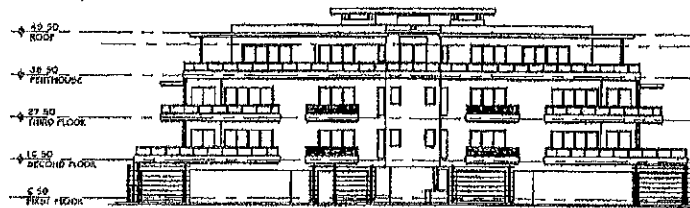
EXHIBIT B
DECLARATION OF CONDOMINIUM FOR
SEASIDE VILLAGE WEST, A CONDOMINIUM
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



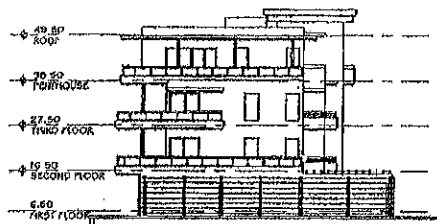
EAST ELEVATION



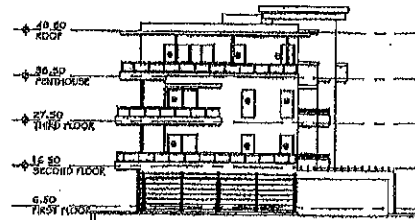
EAST ELEVATION - BUILDING 5900



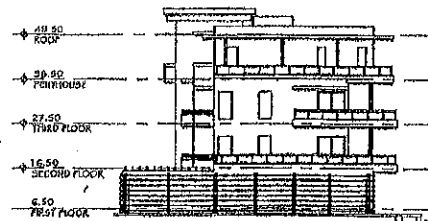
WEST ELEVATION



SOUTH ELEVATION



SOUTH ELEVATION - BUILDING 5900



NORTH ELEVATION

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

JOB #: RN2008 DATE: 9/09/14
FILE No: CHECKED BY: SKS
DRAWN BY: SHG

5500 BUILDING, 6000 BUILDING,
6100 BUILDING
ELEVATIONS

EXHIBIT B

SHEET 12 OF 12

EXHIBIT "C"
UNIT IDENTIFICATION AND PERCENTAGE OF OWNERSHIP

**EXHIBIT "C" TO DECLARATION OF
SEASIDE VILLAGE WEST, A CONDOMINIUM**

**SCHEDULE OF PERCENTAGE SHARES OF OWNERSHIP
OF COMMON ELEMENTS AND COMMON SURPLUS AND
OF SHARING OF COMMON EXPENSES**

Condominium Unit No.	Unit Sq. Ft.	Percentage Share
5900 BUILDING		
2N	2,185 sf	5.9881
2S	2,180 sf	5.9744
3N	2,185 sf	5.9881
3S	2,180 sf	5.9744
Penthouse	3,433 sf	9.4084**
6000 BUILDING		
2N	2,185 sf	5.9881
2S	2,180 sf	5.9744
3N	2,185 sf	5.9881
3S	2,180 sf	5.9744
Penthouse	3,433 sf	9.4083
6100 BUILDING		
2N	2,185 sf	5.9881
2S	2,180 sf	5.9744
3N	2,185 sf	5.9881
3S	2,180 sf	5.9744
Penthouse	3,433 sf	9.4083
TOTAL SQUARE FOOTAGE	36,489 sf	100.00

****Rounded up by .0001**

EXHIBIT "D"
ARTICLES OF INCORPORATION

Filed January 8, 2018
Document Number N1800000254

1/8/2018

N18000000254

Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H18000009424 3)))



H180000094243ABC

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Account Number : 072450003255
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TALLAHASSEE, FLORIDA

FLORIDA PROFIT/NON PROFIT CORPORATION
seaside village west condominium association, inc.

Certificate of Status	0
Certified Copy	1
Page Count	09
Estimated Charge	\$78.75

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JAN 09 2018

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ARTICLES OF INCORPORATION
FOR
SEASIDE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC.
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME AND ADDRESS

The name of the corporation shall be Seaside Village West Condominium Association, Inc. The principal address of the corporation shall be 6024 N. Ocean Drive, Hollywood, FL, 33019. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE 2
PURPOSE

The purpose for which the Association is organized is to maintain, operate and manage the Association together with the personal and real property thereof.

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium of Seaside Village West (the "Declaration") to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. In construing these Articles, the use of any gender shall include every other gender and entity.

ARTICLE 4
POWERS

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 Enumeration. The Association shall have the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

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(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Declarant for fees and expenses relating in any way to claims or potential claims against the Declarant as set forth in the Declaration and/or By-Laws.

(g) The power to acquire title to property; to make and collect Assessments and other charges against Unit Owners and to otherwise hold, regulate, administer, convey, lease, maintain, repair, replace and mortgage the Condominium Property, including the right to grant, modify or move easements which are part of or cross the Condominium Property.

(h) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium Property.

4.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Statute.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 5 MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3. Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

John Passalacqua

6024 N. Ocean Drive, Hollywood, FL, 33019

ARTICLE 8
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME

ADDRESS

President: John Passalacqua

6024 N. Ocean Drive, Hollywood, FL, 33019

Vice-President: Chuck Keller

6024 N. Ocean Drive, Hollywood, FL, 33019

Secretary-Treasurer: Malcolm Resnick

6024 N. Ocean Drive, Hollywood, FL, 33019

ARTICLE 9
DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors nor more than five (5) directors, and which shall always be an odd number. During Declarant control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Declarant appointed or elected Director shall be a Unit Owner.

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9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Declarant's Directors. The Declarant of the Association shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President: John Passalacqua	6024 N. Ocean Drive, Hollywood, FL, 33019
Vice-President: Chuck Keller	6024 N. Ocean Drive, Hollywood, FL, 33019
Secretary-Treasurer: Malcolm Resnick	6024 N. Ocean Drive, Hollywood, FL, 33019

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he acted with fraudulent or criminal intent and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the proposed indemnitee acted fraudulently, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. A director, officer, employee or agent of the Association shall be indemnified and promptly defended in any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith in defense of any claim referred to in Section 10.1 herein. Assessments may be made by the Association to cover any expenses or other amounts to be paid by the Association in common with the indemnification provided herein.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals.

10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

In no event shall any party entitled to indemnity herein be deemed to have acted fraudulently with respect to the Association if the indemnified party acted (i) based upon advice of legal counsel or other professional advisor or (ii) in a manner consistent with reasonable business judgment.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 12 AMENDMENTS

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

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Limitation. No amendment shall make any changes in the qualifications for membership, or in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or an affiliate, successor or assign of the Declarant, unless the Declarant shall join in the execution of the amendment. No amendment to this Section 12.3 shall be effective.

12.4 Declarant Amendments. To the extent lawful, the Declarant may amend these Articles

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consistent with the provisions of the Declaration, including, the Articles of the Declaration allowing certain amendments to be effected by the Declarant alone.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward County, Florida.

ARTICLE 13
INITIAL REGISTERED OFFICE
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this Corporation shall be at, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent of the Corporation shall be John Passalacqua, who shall also be a resident agent, whose address is 6024 N. Ocean Drive, Hollywood, FL, 33019.

IN WITNESS WHEREOF, the incorporator has affixed his signature the day and year set forth below.

John Passalacqua Incorporator
John Passalacqua

STATE OF FLORIDA

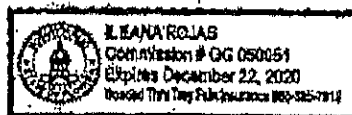
COUNTY OF BROWARD

SS.

The foregoing instrument was acknowledged before me this 8 day of January, 2018, by John Passalacqua, who is personally known to me or who has produced SS. Passalacqua (type of identification) as identification and who did not take an oath.

Print Name: [Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires: [Signature]

(NOTARY SEAL)



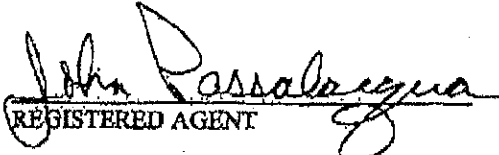
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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in Broward County, Florida the corporation named in the said Articles has named John Passalacqua, whose address 6024 N. Ocean Drive, Hollywood, FL, 33019, as its statutory registered agent.

Having been named the statutory agent of said corporation at this place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


REGISTERED AGENT

DATED this 8 day of January, 2018.

FILED
18 JAN -8 PM 2:57
CLERK OF CIRCUIT COURT
DADE COUNTY, FLORIDA

EXHIBIT "E"
BY-LAWS

EXHIBIT "E"

BY-LAWS
OF
SEASIDE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized
under the laws of the State of Florida

1. Principal Office. The principal office of the Association is 6024 N. Ocean Drive, Hollywood, FL, 33019, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept in Broward County, Florida.
2. Fiscal Year. The fiscal year of the Association shall be the calendar year.
3. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.
4. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Condominium of Seaside Village West (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.
5. Members.
 - a. Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
 - b. Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act.
 - c. Notice of Meeting; Waiver of Notice.
 - i. Electronic transmission means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a

record that may be retained, retrieved and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples include, without limitation, facsimile transmission of images, and text that is sent via electronic mail between computers.

- ii. In all situations where notice is given to either the Association or to Unit Owners, delivery of such notice shall be deemed to include delivery by electronic transmission, except that electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part of a recall of Board Members.
- iii. Notice of members' meetings, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the members' meeting. The notice of the members' meeting shall also be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the members' meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, no more than sixty (60) days, prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.
- iv. In lieu of or in addition to the physical posting of notice of any meeting of the Board of Directors or the members on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television serving the Association. The notice and the agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.
- v. Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his/her (or his/her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- vi. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the

members' meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d)2 of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

- vii. Notwithstanding anything to the contrary contained herein, if a scheduled meeting is for the purpose of electing a member or members of the Board of Directors of the Association, the Association shall, not less than 60 days before the scheduled elections, mail or deliver to each owner entitled to vote, a first notice of the date of the election, and the Association shall also mail or deliver a second notice of the date of the election not less than 14 days and no more than 34 days prior to the election.

- d. Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty (30%) percent of the votes of members.

- e. Voting.

- i. Number of Votes. The Owners of Units shall be entitled to cast one vote for each Unit. The vote of a Unit shall not be divisible.

- ii. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws.

- iii. Voting Member.

- 1. A Unit Owner or Unit Owners of a single Unit shall collectively be entitled to one (1) vote which vote shall be cast by the voting member (the "Voting Member"). If a Unit is owned by more than one person or by a corporation, a partnership or a limited liability company or trust, a voting certificate shall be on file with the Secretary of the Association as explained hereinbelow. If there is no voting certificate on file with the Association, the vote of the Unit shall not be counted in determining presence of a quorum or for any purpose requiring the approval of the person entitled to cast the vote for the Unit except if said Unit is owned jointly by husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. A person or entity owning more than one Unit may be designated as a Voting Member for each such Unit which he, she or it owns.

- 2. If a Unit is owned by one person, that person's right to vote shall be established by the record title to that Unit. If a Unit is owned

jointly by a husband and wife, the following provisions are applicable: (a) they may, but they shall not be required to, designate a voting member; (b) if they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; or (c) where they do not designate a voting member, and only one of them present at a meeting, the person present may cast the Unit's vote.

3. If a Unit is owned by more than one person who is not husband and wife, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Unit Owners of the Unit filed with the secretary of the Association.
4. If a Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or the vice-president and attested by the secretary or the assistant secretary of said corporation and filed with the secretary of the Association.
5. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the secretary of the Association, signed by a general partner of said partnership.
6. If a Unit is owned by a limited liability company, it shall designate a member entitled to cast the Unit's vote by executing a certificate to be filed with the Association, signed by the managing member of said limited partnership.
7. Declarant shall be deemed a Unit Owner and Voting Member of and for each unsold Unit.

f. Proxies.

- i. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit, name the person(s) voting by proxy and the person authorized to vote for such person(s). Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited

proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of Board members, either in general elections or elections to fill vacancies caused by resignation, or otherwise.

- ii. Except as specifically otherwise provided, Unit Owners may not vote by general proxy, but may vote by limited proxies in the form adopted by the Florida Division of Condominiums, Timeshares, and Mobile Homes (the "Division"). Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirement other than the financial report for the preceding fiscal year and any other financial reporting requirements under Section 718.111(13) of the Act; for votes taken to amend the Association governing documents; and any other matter for which Chapter 718, Florida Statutes, requires or permits a vote of the Unit Owners. No proxy, limited or general, may be used in the election of Board members provided, however, that Unit Owners other than the Declarant may vote in person or by limited proxy, to fill a vacancy on the board caused by recall of a board member elected by Unit Owners other than the Declarant. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.
- g. Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- h. Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
 - i. Ballots not yet cast shall be collected;
 - ii. Call to order by President;
 - iii. Appointment by the President of a chairman of the meeting (who need not be a member or a director);
 - iv. Appointment of inspectors of election;
 - v. Election of Directors;
 - vi. Proof of notice of the meeting or waiver of notice;

- vii. Reading of minutes;
- viii. Reports of officers;
- ix. Reports of committees;
- x. Unfinished business;
- xi. New business;
- xii. Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- i. Minutes of Meeting. The minutes of all members' meetings shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- j. Action Without a Meeting. Notwithstanding anything to the contrary herein, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. During Declarant control, however, no notice is required to take action without a meeting.
- k. Unit Owner Participation. Unit Owners shall have the right to participate in members' meetings with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners subject to reasonable rules adopted by the Association.

6. Directors.

- a. Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the Board, provided, however,

that the number of Directors shall always be an odd number. During Declarant control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Declarant appointed or elected, Director shall be a Unit Owner.

b. Election of Directors. The election of Directors shall be conducted in the following manner:

- i. Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.
- ii. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate mailing or included in another Association mailing or delivery, to each Unit Owner entitled to a vote, a first notice of the annual meeting and the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of directors shall give written notice to the Association not less than forty (40) days before a scheduled election. The Association shall then mail or deliver a second notice of the annual meeting and election at least fourteen (14) days and no more than thirty-four (34) days prior to the meeting, which notice must include an agenda, to all Unit Owners entitled to vote therein, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which may be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association.
- iii. The election shall be by written ballot or voting machine and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many directors as there are vacancies to be filled. The entire membership shall vote for all of the Directors. No Unit Owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid, except for a Unit Owner who needs assistance in voting due to blindness, disability, or inability to read or write.
- iv. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order for the election to be valid.
- v. There are no nominating committees, no slates of directors, no nominations from the floor, and no write-in candidates permitted. Any unit owner who indicates an interest in running must be placed on the ballot. Election and balloting are not required unless more candidates file notices of intent to run or are nominated than there are vacancies on the Board.

7. Vacancies and Removal.

- a. Except as to vacancies resulting from removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in directorships to which Directors were appointed by the Declarant shall be filled by the Declarant without the necessity of any meeting.
- b. Any Director elected by the members (other than the Declarant) may be removed by concurrence of a majority of the votes of all the voting interests at a special meeting of members called for that purpose, which meeting may be called by ten (10%) percent of the voting interests, giving notice of the meeting as required for a members' meeting and stating the purpose of the meeting, or by written agreement signed by a majority of the Owners of all Units.
- c. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within five (5) full business days of the adjournment of the members' meeting to recall one or more board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days' any and all records and property of the Association in their possession, or shall proceed as set forth below.
- d. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Florida Statutes Chapter 48 and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or proceed as described below.
- e. If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for non-binding arbitration pursuant to the procedures in Florida Statutes Sections 718.112(2)(j) and 718.1255. For the purposes of this Section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

- f. If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.
 - g. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary in these By-Laws. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled by members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the members at the meeting. If the recall occurred by agreement in writing or by written ballot, members may vote for replacement directors in the same instrument in accordance with procedural rules adopted by the Division.
 - h. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Declarant of the Association, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.
 - i. If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Unit Owner may apply to the Circuit Court within whose jurisdiction the Association lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property, a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Director and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.
8. Term. The Directors shall be divided into two (2) classes and hold office for a term of two (2) years. The initial Directors shall be elected so that the term of the first class expires at the annual meeting and the term of the second class expires one year later. At each annual election held after the classification and election of Directors, Directors shall be chosen for a full term of two (2) years. Directors shall hold office until their successors have been elected and have qualified, or until they are removed in the manner elsewhere provided.

9. Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and shall be noticed as provided in Section 10, or without further notice if so permitted by law.
10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Unit Owners shall have the right to attend and the right to speak with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board subject to rules adopted by the Division. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each Director present shall be recorded in the minutes.
11. Special Meetings.
 - a. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. For so long as the Declarant is in control of the Association, special meetings of the Directors may be called by the Declarant. Notice of the meeting shall be given personally or by mail, electronic transmission, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association except in the event of an emergency, and Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board. Directors may not vote by proxy or secret ballot at Board Meetings. A vote or abstention for each Director present shall be recorded in the minutes.
 - b. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

12. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall be deemed equivalent to the due receipt by said Director of notice.
13. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
14. Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
15. Joinder in Meeting by Approval of Minutes.
 - a. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum or as a vote for or against the action taken at the meeting. A board member may attend a meeting by telephone conference, and in such event, his or her presence by telephone conference may be counted toward obtaining a quorum, and he may vote by telephone.
 - b. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless that Director votes against such action or abstains from voting in respect thereto, because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes.
16. Action Without a Meeting. Notwithstanding anything to the contrary herein, to the extent lawful, any action required to be taken at any regular or special meeting of the Board of Directors, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board. During Declarant control, however, no notice is required to take action without a meeting.
17. Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

18. Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- a. Roll Call of the Board members;
- b. Proof of due notice of meeting;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers and committees;
- e. Election of officers;
- f. Unfinished business;
- g. New Business;
- h. Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

19. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

20. Committees. The Board may by resolution create committees and appoint persons to such committees and vest in such committees such powers and responsibilities, as the Board shall deem advisable. Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all Unit Owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

21. Proviso. Notwithstanding anything to the contrary contained herein, the Board shall consist of three (3) directors during the period that the Declarant is entitled to appoint a majority of the Directors to the Board. Declarant shall transition control of the Association in accordance with Section 718.301 of the Act. The Declarant may turn over control of the Association to the Unit Owners other than the Declarant prior to such dates set forth in Section 718.301 of the Act, in its sole discretion. Neither the Declarant nor its appointees shall be liable in any manner in connection with its resignations from the Board of Directors at the time of turnover even if the Unit Owners other than the Declarant refuse or fail to assume control.

22. Powers and Duties. The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, Chapter 617 of the Florida Statutes, the Articles, and these By-Laws necessary for the administration of the affairs of the Association and may

take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- a. Operating and maintaining the Condominium Property.
- b. Determining the expenses required for the operation of the Association.
- c. Employing and dismissing the personnel necessary for the maintenance and operation of the Condominium Property.
- d. Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property (including the Common Elements).
- e. Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.
- f. Purchasing, leasing or otherwise acquiring property in the name of the Association or its designee.
- g. Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- h. Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association or its designee.
- i. Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- j. Obtaining and reviewing insurance for the Condominium Property.
- k. Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- l. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Association.
- m. Levying reasonable fines against appropriate Unit Owners for violations by the Unit Owner(s), their occupants, tenants, guests, licensee, or invitee of the Declaration, these By-Laws or the rules and regulations established by the Association. No fine shall exceed the highest amount permitted under the Act (as

it may be amended from time to time), however, a fine may be levied on the basis of each day of a continuing violation, provided that the maximum fine shall not exceed the aggregate maximum permitted under the Act. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee.

- n. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Condominium Property or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00; provided, however, the Association shall take no action authorized in this subparagraph without the prior written consent of the Declarant as long as the Declarant owns any Unit.
- o. Acquiring and conveying Condominium Property for the purposes of providing utility easements, right-of-way expansion or other public purpose whether negotiated or as part of the eminent domain procedure which authority can be exercised by the Board of Directors without approval of the Unit Owners.
- p. Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- q. Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit..

23. Officers.

- a. Executive Officers. The initial executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (all of whom shall be Unit Owners), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- b. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an Association.

- c. Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of a Association and as may be required by the Directors or the President.
 - d. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an Association and as may be required by the Directors or the President.
 - e. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
 - f. Other. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.
 - g. Declarant Appointees. No officer appointed by the Directors designated by the Declarant may be removed except as provided in Section 20 hereof and by law.
24. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Association or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
25. Resignations. Any Director or officer may resign his post at any time by written resignation delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Declarant) shall constitute a written resignation of such Director or officer.

26. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

a. Budget.

- i. Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association (as provided for in the Declaration), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Association and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include items for which the deferred maintenance expense or replacement cost exceeds \$10,000.00 or other amount, as provided in the Act, as amended from time to time. The amount of reserves shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote of those present at a duly called meeting of the Association, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote of those Voting Members present at a duly called meeting of the Association.
- ii. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:
 1. Notice of Meeting of the Association Common Expenses. A copy of the proposed budget of Association Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.
 2. Special Membership Meeting. If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of

assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

3. Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.
 4. Proviso. As long as the Declarant is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of all voting interests.
- b. Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least thirty (30) days prior to the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not adopted as required, Assessments shall be presumed to have been adopted in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by an amendment

to the budget. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 26.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

- c. Special Assessments. The specific purpose or purposes of any special Assessment, including emergency assessments that cannot be paid from the annual Assessment for Common Expenses, as determined by the Board of Directors, shall be set forth in a written notice of the Assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the time and in the manner that the Board may require in the notice of the Assessment. The funds collected under a special Assessment shall be used only for the specific purpose or purposes set forth in the notice. On completion of the specific purpose or purposes, however, any excess funds shall be considered Common Surplus.
- d. Late Assessments. Assessments not paid within ten (10) days from the date due may bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a late charge against the defaulting Unit Owner, in such amount as the Board may determine from time to time; provided, however, that such late charge shall not exceed the maximum amount allowed under the Act, as it may be amended from time to time.
- e. Depository. The depository of the Association shall be such bank or banks or financial institution(s) in the State of Florida federally regulated and insured as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise shall be maintained separately for each Condominium, in the Association's name. Reserve and operating funds of the Association shall not be commingled. The Association shall maintain separate accounting records for the Association and for each Condominium operated by the Association. No manager or business entity required to be licensed or registered under Florida Statute 468.432, and no agent, employee, officer or director of the Association shall commingle Association funds with his, her, its or another Association's or entity's funds.

- f. Acceleration of Installments Upon Default. As an additional right and remedy of the Association, if a Unit Owner shall be in default in the payment of an installment of his Assessments after thirty (30) days' prior written notice to the applicable Unit Owners, the Board of Directors or its agent may accelerate the Assessments due for the remainder of the budget year. The unpaid balance of the Assessments for the balance of the accelerated period shall be due and payable on the date the claim of lien is filed.
- g. Enforcement of Assessments. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Act and in the Declaration and these By-Laws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.
- h. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the formula set forth in the Act, or such greater amount as may be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.
- i. Accounting Records and Reports.
 - i. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually.
 - ii. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.
 - iii. No later than 90 days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Unit Owner.

- j. Application of Payment. All payments made by a Unit Owner shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
 - k. Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.
27. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the recorded deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting. The Association shall also maintain the electronic mailing addresses and numbers designated by Unit Owners for receiving notice sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.
28. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:
- a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting of the membership at which a proposed amendment is to be considered.
 - b. Adoption. A resolution for the adoption of a proposed amendment to these By-Laws may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Any proposed amendment to these By-Laws must be made by ballot or by limited proxy, delivered to the Secretary of the Association at or prior to the meeting. The approval must be by the affirmative vote of 66-2/3% of those Unit Owners present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum has been established.
 - c. Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Units without the consent of said Declarant and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

- d. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Declarant. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with identification on the first page of the amendment of the Official Records Book and Page and Instrument Number of said Public Records where the Declaration is recorded.
29. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders and entities.
30. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
31. Official Records. From the inception of the Association, the Association shall maintain a copy of those records considered official records of the Association pursuant to the Act. The official records of the Association shall be maintained within the State of Florida within 45 miles of the Association. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times in accordance with reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying adopted by the Association. Inspections may only take place at the building in which the records are located and said records shall not be removed from said location. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.
32. Disagreements; Disputes.
- a. Mandatory Non-binding Arbitration of Disputes. Except for disagreements that primarily involve (a) title to any Unit or Common Element, (b) the interpretation or enforcement of any warranty, (c) the levy of a fee or Assessment, or the collection of an Assessment levied against a party, (d) the eviction or other removal of a tenant from a Unit, (e) alleged breaches of fiduciary duty by one or more directors, or (f) claims for damages to a Unit based upon the alleged failure of the Association to maintain the Common Elements or Condominium Property, prior to the institution of court litigation, the parties to a dispute shall petition the Division for non-binding arbitration. The arbitration shall be conducted according to the rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the

parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the circuit court for the circuit in which the arbitration took place. A petition may be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

- b. Negligence or Willful Damage. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by such Unit Owner's negligence or willful action, or by that of any member of such Unit Owner's family or of such Unit Owner's guests, employees, agents, lessees, or invitees, but, in the event of damage caused by negligence, only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.
- c. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles 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 or both, and to impose any applicable fines and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance.
- d. Costs or 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, the Declaration, the exhibits annexed hereto, or the rules 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). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.
- e. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenants, restriction or other provisions of the Act, the Declaration,

the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as he same may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

The foregoing was adopted as the By-Laws of Seaside Village West Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on January 15, 2018.

Approved:

By: _____, President

Print Name: John Passalacqua