

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
of

TAMARYND PLACE AT KINGS LAKE, A CONDOMINIUM

NOTE: THIS IS A SUBSTANTIAL REVISION OF THE DECLARATION. SEE PRIOR DECLARATION FOR COMPARISON OF CHANGES.

KNOW ALL PERSONS BY THESE PRESENTS:

The original Declaration of Condominium of Tamarynd Place at Kings Lake, A Condominium, (hereinafter the "Condominium") was recorded in Official Records Book 1356, at Page 1014, of the Public Records of Collier County, Florida. That Declaration of Condominium, as it has previously been amended, is hereby further amended and is restated in its entirety.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Amended and Restated Declaration of Condominium is made by Tamarynd Place Condominium, Inc., a Florida Corporation, not-for-profit, (hereinafter the "Association"). The land subject to this Declaration and the improvements located thereon has already been submitted to Condominium Ownership and use pursuant to the Florida Condominium Act said land is described in Exhibit "A", as amended to the original Declaration, which said description, as amended, is incorporated herein by reference.

No additional property is being submitted to Condominium Ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners of Condominium parcels. The acquisition of title to a Unit or any other interest in the Condominium property, or the lease, occupancy, or use of any portion of a Unit or the Condominium property, constitutes an acceptance and ratification of all provisions of this Declaration, as amended from time to time, and an agreement to be bound by its terms.

1.1. Name. The name by which this CONDOMINIUM is to be identified is TAMARYND PLACE AT KINGS LAKE, A CONDOMINIUM.

1.2. Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all UNIT OWNERS as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, and the ARTICLES and BYLAWS. Both the burdens imposed, and the benefits derived shall run with each UNIT as herein defined.

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

2.1. ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time and attached hereto as Exhibit "C".

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

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

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

2.5. BOARD means the Board of Directors of the ASSOCIATION.

2.6. BUILDING means and includes any building contained within the CONDOMINIUM from time to time as herein provided.

2.7. BYLAWS means the bylaws of the ASSOCIATION, as same may be amended from time to time and attached hereto as Exhibit "D".

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

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

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

2.9.2. Expenses of maintenance, operation, repair or replacement of COMMON ELEMENTS, and this CONDOMINIUM's share of such expenses for any ASSOCIATION PROPERTY which unless otherwise determined by the BOARD shall be equal to the number of UNITS in this CONDOMINIUM divided by the total number of units in all condominiums operated by the ASSOCIATION.

2.9.3. Expenses declared to be COMMON EXPENSES by this DECLARATION, the ARTICLES and/or the BYLAWS and the Condominium Act.

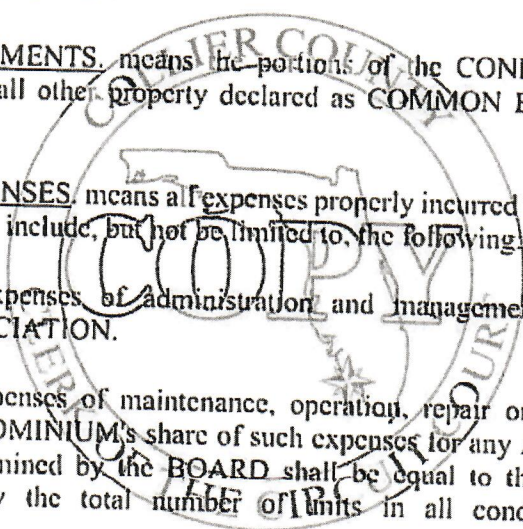
2.9.4. Any valid charge against the CONDOMINIUM as a whole.

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

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

2.12. CONDOMINIUM ACT means the Florida Condominium Act, as it exists on the date of execution of this DECLARATION and as amended from time-to-time hereafter, as contained in Chapter 718 of the Florida Statutes.

2.13. CONDOMINIUM OF OWNERSHIP means that form of ownership of real property created



pursuant to the CONDOMINIUM ACT and which is comprised of UNITS that may be owned by one (1) or more persons, and there is, appurtenant to each UNIT, an undivided share in the COMMON ELEMENTS.

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

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

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

2.17. "FAMILY" or "SINGLE FAMILY" shall refer to any one of the following:

2.17.1 One natural person.

2.17.2 Two or more natural persons who commonly reside together as a single housekeeping and economic unit, each of whom is related by blood, marriage, or adoption to each of the others.

2.17.3 Two or more natural persons who commonly and regularly reside together as a single housekeeping unit and who also function together as an integrated economic unit.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

2.18. 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.

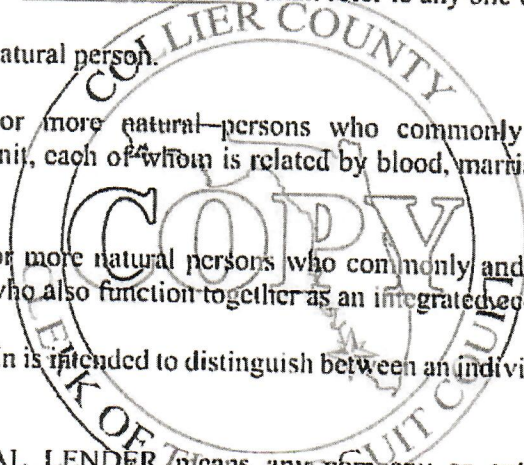
2.19. LIMITED COMMON ELEMENTS means those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of other UNITS, if any.

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

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

3. RESERVED FOR FUTURE USE.

4. CONDOMINIUM IMPROVEMENTS AND UNITS.



4.1. Plot Plan and Survey. A survey of the property comprising the CONDOMINIUM, a graphic description of the improvements, and a plot plan thereof, as well as the floor plans of the UNITS within the CONDOMINIUM, are attached as EXHIBIT "A" to the original Declaration. Said Exhibit "A", as amended, is incorporated herein by reference and renamed EXHIBIT "B". This exhibit as amended, 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.

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

4.3. 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:

4.3.1. 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.

4.3.1.1. 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.

4.3.1.2. 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.

4.3.2. 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.

4.3.3. 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.

4.3.4. 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.

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

4.4. Limited Common Elements. The areas depicted as "LIMITED COMMON ELEMENTS" on Exhibit "B" of this DECLARATION, if any, shall be LIMITED COMMON ELEMENTS of the contiguous UNIT, or the UNIT otherwise designated, for the exclusive use and enjoyment of the UNIT OWNER and residents of the UNIT, and their guests and invitees.

4.5. Automobile Parking Spaces.

4.5.1. The COMMON ELEMENTS include parking areas for automobiles of the UNIT OWNERS and residents of the CONDOMINIUM, their guests and invitees. The ASSOCIATION may assign one (1) parking space for the exclusive use of the UNIT OWNER or any resident of each UNIT, and their guests and invitees. No UNIT OWNER or resident of any UNIT, and none of their guests and invitees, shall park in a parking space assigned to another UNIT. All other parking spaces will be for the general use of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees. For good cause the ASSOCIATION shall have the right to reassign parking spaces from time to time upon written notice to the affected UNIT OWNERS.

4.5.2. Any transfer of title of a UNIT, including a transfer by operation of law, shall operate to transfer the exclusive use of the UNIT's then assigned parking space(s). In addition, a UNIT OWNER shall not sell, reassign or otherwise transfer his or her right to use his or her then assigned parking space(s) without the express prior written consent of the BOARD.

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

5.1. Pedestrian and Vehicular Traffic.

5.1.1. Ingress and egress easements for pedestrian and bicycle traffic over and upon the

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

5.1.2. An easement for ingress and egress purposes over the COMMON ELEMENTS in favor of the owners of any portion of the property described in Exhibit "C" to the original Declaration incorporated herein by reference and made part of Exhibit "A" which is not within this CONDOMINIUM, for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees. The location of such easement shall be limited to the paved roads within the CONDOMINIUM so long as reasonable ingress and egress is provided over such roads and any other roads outside of the CONDOMINIUM for which ingress and egress is provided, and the location of the paved roads within the CONDOMINIUM may be changed from time to time without the consent of the owners of any portion of the property described on Exhibit "A." If the paved roads within the CONDOMINIUM, when combined with other roads providing ingress and egress to the property described on Exhibit "A," do not provide ingress and egress reasonably necessary for the owners of the property described in Exhibit "A," then the location of the easement granted hereby shall be established in a manner which minimizes interference to the extent reasonably possible with the use and enjoyment of the CONDOMINIUM PROPERTY by the residents of the CONDOMINIUM. Notwithstanding anything contained herein or elsewhere to the contrary the Board may install traffic calming speed humps and same is not a material alteration and no OWNER approval is required.

5.2. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the CONDOMINIUM, and over, under, on and across the COMMON ELEMENTS as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the CONDOMINIUM PROPERTY and the property described in Exhibit "C" attached to the original Declaration as amended and made a part of Exhibit "A" hereto. Also, easements as may be reasonably required for the installation, maintenance, repair, and providing of utility services, equipment and fixtures, in order to adequately serve the CONDOMINIUM or any UNIT or COMMON ELEMENT, or the property described in Exhibit "C," attached to the original Declaration as amended and made a part of Exhibit "A" including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. Any utility services serving the property described in Exhibit "C" attached to the original Declaration as amended and made a part of Exhibit "A" which is outside of the CONDOMINIUM shall be installed to the extent possible in a manner which will minimize interference with the use and enjoyment of the CONDOMINIUM PROPERTY by the residents of the CONDOMINIUM. Easements through a UNIT shall be only according to the plans and specifications for the BUILDING containing the UNIT or 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 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.

5.3. Support. Every portion of a UNIT contributing to the support of a BUILDING or an adjacent UNIT shall be burdened with an easement of support for the benefit of all other UNITS and COMMON ELEMENTS in the BUILDING.

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

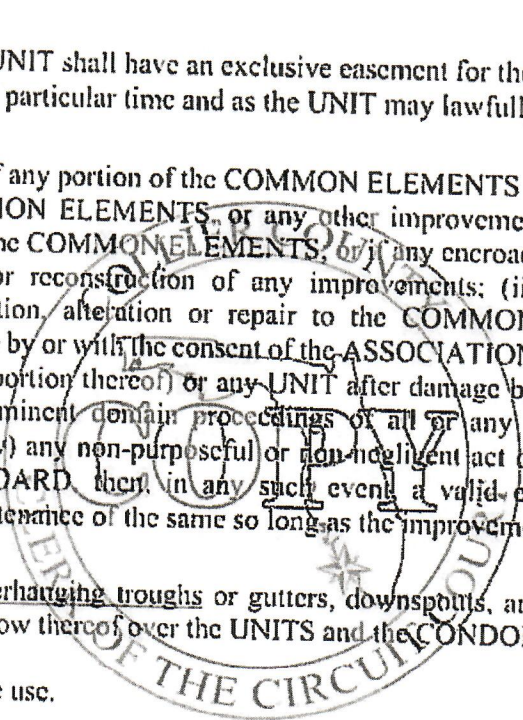
5.5. Air Space. Each UNIT shall have an exclusive easement for the use of the air space occupied by the UNIT as it exists at any particular time and as the UNIT may lawfully be altered.

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

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

5.8 Reserved for future use.

5.9. Additional Easements. The ASSOCIATION, on its behalf and on behalf of all UNIT OWNERS, shall have the right to (i) grant and declare additional easements over, upon, under, and/or across the COMMON ELEMENTS and the ASSOCIATION PROPERTY in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the CONDOMINIUM in favor of the ASSOCIATION and/or the UNIT OWNERS or in favor of any person, entity, public or quasi-public authority, or utility company, as the ASSOCIATION may deem desirable for the proper operation and maintenance of the CONDOMINIUM, or any portion thereof, or for the health, safety or welfare of the UNIT OWNERS, or for any other reason or purpose. This section does not authorize the ASSOCIATION to modify, relocate, abandon or terminate any easement created in whole or in part for the use or benefit of anyone other than the UNIT OWNERS, or crossing the property of anyone other than the UNIT OWNERS, without their consent or approval as otherwise required by law or by the instrument creating the easement. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of UNITS for dwelling purposes, no joinder of any UNIT OWNER or any mortgagee of any UNIT shall be required or, if same would unreasonably and adversely interfere with the use of any UNIT for dwelling purposes, only the joinder of the UNIT OWNERS and INSTITUTIONAL LENDERS of UNITS so affected shall be required. To the extent required, all UNIT OWNERS hereby irrevocably appoint the ASSOCIATION as their attorney-in-fact for the foregoing purposes.



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

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

8. UNDIVIDED SHARE IN COMMON ELEMENTS. Each UNIT shall have an undivided share in the COMMON ELEMENTS as an appurtenance to the UNIT, which undivided share shall be equal to 1/over the total number of UNITS within the CONDOMINIUM which is ninety (90). Accordingly, each UNIT's undivided share in the COMMON ELEMENTS is 1/90th.

9. COMMON EXPENSE and COMMON SURPLUS.

9.1. Each UNIT OWNER is responsible for a 1/90th proportionate share of the COMMON EXPENSES, equal to the undivided share in the COMMON ELEMENTS appurtenant to the UNIT OWNER's UNIT as determined above.

9.2. Any COMMON SURPLUS of the ASSOCIATION shall be owned by each UNIT OWNER in the same proportion as his or her liability for COMMON EXPENSES.

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

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

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

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

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

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

10.1.5. Any unimproved property, and the side of any common wall or fence facing the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY, outside of and contiguous to the CONDOMINIUM or the ASSOCIATION PROPERTY (with the consent of the owner of such property except where such property consists of unpaved road right-of-way) which the BOARD determines to maintain from time to time.

All incidental damage caused to a UNIT by such work shall be promptly repaired at the expense of the ASSOCIATION.

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

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

AMENDED

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

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

AMENDED

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

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

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

10.5. Notwithstanding the foregoing, each UNIT OWNER shall be liable to the ASSOCIATION for any damage to the COMMON ELEMENTS or any LIMITED COMMON ELEMENTS caused by the UNIT OWNER or by a tenant or resident of his or her UNIT, or their guests or invitees, to the extent the cost of repairing any such damage is not covered by the ASSOCIATION's insurance.

10.6. High Risk Components; Inspection, Maintenance, Repair and Replacement.

10.6.1. Board Designation of High-Risk Components. The Board of Directors may, from time to time, determine that certain portions of the OWNERS' UNITS required to be maintained by the OWNERS, or certain objects or appliances within the UNITS, pose a particular risk of damage to other UNITS and to the COMMON ELEMENTS if they are not properly inspected, maintained, repaired, or replaced. By way of example, but without limitation, these portions, objects, or appliances might include smoke detectors, dryer vents, water valves, water heaters, and air conditioners. Those items determined by the Board of Directors to pose such a particular risk are referred to as "high-risk components." Failure to comply with the requirements regarding a high-risk component creates a rebuttable presumption that the UNIT OWNER was negligent if the high-risk component fails and causes damage to persons or property.

10.6.2. Requirements for Care of High-Risk Components. At the same time that it designates a high-risk component, or at a later time, the Board of Directors may require one or more of the following with regard to the high-risk component:

10.6.2.1. That it be inspected at specified intervals by a representative of the Association or by an inspector or inspectors designated by the Board of Directors.

10.6.2.2. That it be replaced or repaired at specified intervals or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

10.6.2.3. That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board of Directors.

10.6.2.4. That when it is repaired or replaced, the installation includes additional components of installation specified by the Board of Directors.

10.6.2.5. That it be replaced or repaired by contractors having particular licenses, training, or professional certification, or by contractors approved by the Board of Directors.

10.6.2.6. If the replacement or repair is completed by a UNIT OWNER, then it must be inspected by a person designated by the Board of Directors.

10.6.2.7. That the OWNER must take certain precautionary steps when not occupying the UNIT to prevent foreseeable damage such as but not limited to turning the water off at the main valve.

10.6.3 Appliance Maintenance Contracts. If there shall become available to the ASSOCIATION a program of contract maintenance for high-risk components such as but not limited to water heaters within UNITS and/or air-conditioning compressors and/or air handlers, or dryer vents, serving individual UNITS, then the ASSOCIATION may enter into such contracts upon the approval of the Board of Directors. The expenses of such contracts shall be COMMON EXPENSES. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the UNIT OWNER.

11. ADDITIONS, ALTERATIONS OR IMPROVEMENTS.

11.1. By the ASSOCIATION. The ASSOCIATION shall not make any material addition, alteration, change, improvement to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY without the approval of two-thirds (2/3) of those UNIT OWNERS, who are present and voting in person or by proxy at a meeting for which proper notice has been given and a quorum established. The foregoing notwithstanding the BOARD may make material additions, alterations, changes or improvements without UNIT OWNER approval that do not cost, when combined with any other additions, alterations or improvements made during the calendar year, more than the sum of Two Hundred Dollars (\$200) per UNIT (which sum shall be increased in direct proportion to any increase in the Consumer Price Index subsequent to the date of the recording of this DECLARATION, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, using the U.S. city average, all items (1967 = 100), or any similar index if the foregoing Index is discontinued) multiplied by the number of UNITS in the CONDOMINIUM as of the time such addition, alteration or improvement is to be made. The foregoing approval shall in no event apply with respect to expenses incurred in connection with the maintenance, repair, replacement or protection of existing COMMON ELEMENTS or ASSOCIATION PROPERTY. The cost and expense of any such addition, alteration, change or improvement to the COMMON ELEMENTS and this CONDOMINIUM's share of such cost and expense as to any ASSOCIATION PROPERTY, shall constitute a part of the COMMON EXPENSES and shall be assessed to the UNIT OWNERS as COMMON EXPENSES. Any addition, alteration, change or improvement to the COMMON ELEMENTS or to the ASSOCIATION PROPERTY made by the ASSOCIATION shall be made in compliance with all laws, rules, ordinances, and regulations of all controlling governmental authorities. Notwithstanding anything to the contrary contained herein, a change in color of the paint used to repaint the exterior of the buildings shall not in any way be construed as a material addition, alteration or improvement of the COMMON ELEMENTS.

APPENDED

11.2. By UNIT OWNERS. No UNIT OWNER shall make or install any addition, alteration, improvement or landscaping in or to the exterior of his or her UNIT, or any LIMITED COMMON ELEMENT or any COMMON ELEMENT, or any ASSOCIATION PROPERTY, and no UNIT OWNER

shall make any structural addition, alteration or improvement in or to his or her UNIT, without the prior written consent of the ASSOCIATION. Notwithstanding the foregoing, if any BUILDING consists of two or more stories and contains UNITS located on top of other UNITS, no permanent enclosure of any screened-in patio or balcony shall be permitted, except that with the consent of the ASSOCIATION a UNIT OWNER may install hurricane shutters or glass enclosures on the inside of such screening. Any request by a UNIT OWNER for consent by the ASSOCIATION to any addition, alteration or improvement, shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the ASSOCIATION's approval as to same may be granted or withheld in the ASSOCIATION's sole discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the CONDOMINIUM PROPERTY, but shall not be withheld in a discriminatory manner. All additions, alterations or improvements made by a UNIT OWNER shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the ASSOCIATION with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A UNIT OWNER making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such UNIT OWNER, and the UNIT OWNER's heirs, personal representatives, successors, and assigns, as appropriate, to hold the ASSOCIATION and all other UNIT OWNERS harmless from any liability or damage to the CONDOMINIUM PROPERTY and expenses arising therefrom. Each UNIT OWNER shall be solely responsible for and shall maintain all exterior additions, alterations or improvements in a first-class condition and in good working order as originally approved by the ASSOCIATION. The UNIT OWNER and his or her successor in title shall also be responsible for the costs of removing and replacing or reinstalling such modifications, installations, alterations or additions if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the CONDOMINIUM PROPERTY. The UNIT OWNER and his or her successor in title shall also be responsible for any increased cost to the ASSOCIATION caused by the modification, installation, alteration, or addition.

11.2.1 Use of Licensed and Insured Contractors: Construction Lien Law. Whenever a UNIT OWNER contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements or Limited Common Elements, whether with or without ASSOCIATION approval, such OWNER shall be deemed to have warranted to the ASSOCIATION and its members that his or her contractor(s) are properly licensed and fully insured and that the OWNER will be financially responsible for any resulting damage to persons or property. The UNIT OWNER also agrees to comply with the requirements of Chapter 713, Florida Statutes, and to indemnify the ASSOCIATION and its members from any construction liens which may attach to COMMON ELEMENTS and which are attributable to work performed by or for the benefit of the UNIT OWNER. The BOARD may establish rules regarding contractor access to the CONDOMINIUM PROPERTY, including rules regarding work hours and days, and may require a UNIT OWNER to post a damage/cleaning deposit in advance of commencing any work. The OWNER shall notify the ASSOCIATION when any contractors will be doing work in the UNIT and at no time shall said contractors reside in the UNIT overnight. All plumbing, electrical and a/c work must be performed by a licensed and insured contractor. Failure to use a licensed and insured contractor when required shall create a rebuttable presumption that the UNIT OWNER was negligent.

12. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS.

12.1. The BOARD shall from time to time, and at least annually, prepare and adopt a budget for the CONDOMINIUM, determine the amount of ASSESSMENTS payable by the UNIT OWNERS to meet the COMMON EXPENSES of the CONDOMINIUM, and allocate and assess such expenses among the

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

12.2. Reserved for Future Use

13. MONETARY DEFAULTS AND COLLECTION OF ASSESSMENTS AND OTHER MONIES.

13.1. Liability for ASSESSMENTS and Other Monies. 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 and other monies owed to the ASSOCIATION while he or she is the UNIT OWNER. Further, in any conveyance, the grantee shall be jointly and severally liable as provided in Section 718.116, Florida Statutes as amended from time to time hereafter for all unpaid ASSESSMENTS and other monies owed by the prior UNIT OWNER of the grantee's UNIT up to the time of the conveyance, without prejudice to any right the UNIT OWNER may have to recover from the prior UNIT OWNER any amounts paid by the UNIT OWNER.

13.2. Late Fees and Interest. If any ASSESSMENT or other monies owed to the ASSOCIATION are not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee equal to the greater of 5% of the amount of the ASSESSMENT or other monies owed, or \$25.00 (but not in excess of any maximum late fee permitted by law), plus interest at the then highest rate of interest allowable by law, but not greater than eighteen (18%) percent per year, from the due date until paid. If there is no due date applicable to any particular ASSESSMENT or other monies owed to the ASSOCIATION, then the ASSESSMENT or other monies shall be due ten (10) days after written demand by the ASSOCIATION. The ASSOCIATION may waive the payment of any or all late fees or interest in the discretion of the ASSOCIATION. If any ASSESSMENT is not paid on time the ASSOCIATION may accelerate payment of all ASSESSMENTS through the end of the current year and secure same with the lien.

13.3. Lien for ASSESSMENTS and Other Monies Owed to the ASSOCIATION. The ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any unpaid ASSESSMENTS, which lien is provided by Florida Statutes, §718.116, as amended from time to time hereafter, and is also hereby

established, and the ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any other monies owed to the ASSOCIATION, which lien is hereby established, with interest and for costs and attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENTS or other monies, or enforcement of the lien, 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 date the original Declaration of Condominium was recorded in the public records. The lien shall state the description of the CONDOMINIUM PARCEL, the name of the record UNIT OWNER, the amount due, and the due dates. The lien is in effect until all sums secured by it including sums accrued after the date of recording have been fully paid or until the lien is barred by law. The claim of lien shall secure all unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, interest, costs, attorney's fees, 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 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.

13.4. Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose its lien for ASSESSMENTS or other monies owed to the ASSOCIATION in the manner provided in Section 718.116, Florida Statutes as amended from time to time hereafter and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS or other monies without waiving any claim of lien, and the applicable UNIT OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS or other monies, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorney's fees, 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 or other monies, and other sums secured by the claim of lien. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the ASSOCIATION shall not recover attorneys' fees or costs. The notice must be given by the mailing of a copy of it to the UNIT OWNER by certified or registered mail, return receipt requested, addressed to the UNIT OWNER at his or her last known address and as required by Section 718.116, Florida Statutes, 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. 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 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.

13.5. Rental and Receiver. If a UNIT OWNER remains in possession of his or her UNIT and the claim of lien of the ASSOCIATION against his or her 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.

13.6. Liability of First Mortgagee, Lien or Judicial Sale Purchaser for ASSESSMENTS or Other Monies Owed to the ASSOCIATION. When the mortgagee of a first mortgage of record, or other purchaser

of a UNIT, obtains title to the CONDOMINIUM PARCEL by a purchase at the public sale resulting from the first mortgagee's foreclosure judgement 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 a foreclosure, such acquirer of title, shall not be liable for the ASSESSMENTS or for any other monies owed to the ASSOCIATION including, but not limited to, interest, late fees, fines or fees attributable to the CONDOMINIUM PARCEL and chargeable to the former UNIT OWNER of the CONDOMINIUM PARCEL which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof except as provided in Section 718.116 Florida Statutes as amended from time to time hereafter, unless the payment of such funds is secured by a claim of lien that is recorded prior to the recording of the foreclosed or underlying first mortgage. The unpaid share of ASSESSMENTS or other monies owed to the ASSOCIATION are COMMON EXPENSES collectable from all of the UNIT OWNERS, including such acquirer and his or her successors and assigns. The new owner, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS against the CONDOMINIUM PARCEL. Any person who acquires an interest in a CONDOMINIUM PARCEL, except 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 owed to the ASSOCIATION by the former UNIT OWNER.

13.7. 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.

13.8. Certificate of Unpaid ASSESSMENTS and Other Monies Owed to the ASSOCIATION. Within ten (10) business days after request by any UNIT OWNER, or any INSTITUTIONAL LENDER holding, insuring, or guaranteeing a mortgage encumbering a 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.

13.9. Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies owed to the ASSOCIATION as provided herein; and next towards any unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS or other monies were due.

14. 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.

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

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

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

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

14.5. 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 and the BYLAWS.

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

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

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

14.9. Voting. On all matters as to which the members of the ASSOCIATION shall be entitled to vote, there shall be only one vote for each UNIT. The vote of the UNIT is not divisible.

15. 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:

15.1. Purchase, Custody and Payment of Policies.

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

15.1.2. Reserved for Future Use

15.1.3. Name Insured. The name 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.

15.1.4. 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 ASSOCIATION, and all policies and endorsements for casualty losses shall be deposited with the ASSOCIATION.

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

15.1.6. Termination of Insurance. All insurance policies purchased by the ASSOCIATION shall provide that they may not be cancelled or substantially modified without at least 10 days prior written notice to the ASSOCIATION and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policy.

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

15.2. Coverage.

15.2.1. Casualty. The CONDOMINIUM PROPERTY and all ASSOCIATION PROPERTY, are to be insured pursuant to a "blanket" or "master" type casualty property insurance policy containing a replacement cost or similar endorsement in an amount equal to 100% of the then current replacement cost (excluding foundation, excavating costs, and other items normally excluded from coverage) as determined by the ASSOCIATION's casualty insurance company and in conformance with Section 718.111(11) Florida Statutes as amended from time to time hereafter. Such coverage shall afford protection against:

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

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

15.2.1.3. The hazard insurance policy shall cover, all COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and all of the UNITS within the CONDOMINIUM as required by Section 718.111(1) Florida Statutes as amended from time-to-time hereafter. As provided by law the ASSOCIATION does not insure personal property within the UNIT or LIMITED COMMON ELEMENTS, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the UNIT and serve only such UNIT. Such property and any insurance thereupon are the responsibility of the UNIT OWNER.

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

15.2.3. 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 the minimum amount required by the CONDOMINIUM ACT. The bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management company, shall be paid by the ASSOCIATION as a COMMON EXPENSE. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment or premium) without at least 10 days prior written notice to the ASSOCIATION and to any INSTITUTIONAL LENDER requesting the issuer to give notice of cancellation or modification.

15.2.4. Flood Insurance, Workman's Compensation Insurance, and Such Other Insurance as the ASSOCIATION shall determine from time to time to be desirable, or as may be required by law, or as may reasonably be required by an INSTITUTIONAL LENDER pursuant to Paragraph 15.1.2, and as is customarily obtained with respect to condominiums similar in construction, location, and use to this CONDOMINIUM, such as, where applicable, contractual and all-written contract insurance, employers liability insurance, and comprehensive automobile liability insurance. The foregoing notwithstanding the ASSOCIATION must carry Directors and Officers 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.

15.3. 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 OWNER or by a resident of any UNIT, or by a member of their families or their guests, or invitees, shall be charged to and paid by that UNIT OWNER. Notwithstanding the foregoing, as to any insurance policies for ASSOCIATION PROPERTY, only the portion thereof allocable to this CONDOMINIUM shall be a COMMON EXPENSE.

15.4. Reserved for Future Use

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

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

15.4.2.1. When the UNITS are to be repaired and restored, for the owners of damaged UNITS in proportion to the cost of repairing the damage suffered by each UNIT OWNER.

15.4.2.2. When the UNITS are not to be repaired and restored as elsewhere provided, for the owners of all UNITS in the CONDOMINIUM, each owner's share being in proportion to his share in the COMMON ELEMENTS appurtenant to his or her UNIT.

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

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

15.5. 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:

15.5.1. Reserved for Future Use

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

15.5.3. 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. This is a covenant for the benefit of any mortgagee of a UNIT and may be enforced by such mortgagee.

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

15.5.5 Limitation on Use of Proceeds. Hazard insurance proceeds for losses to any CONDOMINIUM PROPERTY (whether to UNITS or to COMMON ELEMENTS) or any ASSOCIATION PROPERTY must be used for the repair, replacement or reconstruction of such CONDOMINIUM PROPERTY or ASSOCIATION PROPERTY, unless the Board obtains the approval of at least 66 2/3% of the total votes of the UNIT OWNERS. Notwithstanding the foregoing any surplus insurance proceeds remaining after all necessary repairs, replacements or reconstruction may be used for any proper ASSOCIATION purpose as determined in the Board's sole and exclusive discretion.

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

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

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

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

16.1.1. COMMON ELEMENTS. If the damaged improvement is a COMMON ELEMENT, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere

provided that the CONDOMINIUM shall be terminated.

16.1.2. BUILDINGS Containing UNITS. In the event of damage to or destruction of any BUILDING(S) containing UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION shall arrange for the prompt repair and restoration of the BUILDING(S) including any damaged UNITS as required by Section 718.111(11), Florida Statutes, as amended from time to time hereafter and the ASSOCIATION shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, if fifty (50%) percent or more of the UNITS within the CONDOMINIUM are very substantially damaged or destroyed, then within sixty (60) days after such damage or destruction a special meeting of the members of the ASSOCIATION shall be called to determine whether the damage or destruction will be repaired and restored or whether the CONDOMINIUM will be terminated as elsewhere provided. The damage or destruction shall be repaired and restored unless it is determined at said meeting that the CONDOMINIUM will be terminated, and in the event the CONDOMINIUM is to be terminated, the CONDOMINIUM PROPERTY will not be repaired or restored and 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, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his or her share of such funds all liens on his or her UNIT in the order of priority of such liens.

16.1.3. ASSOCIATION PROPERTY. If the damaged improvement is part of the ASSOCIATION PROPERTY, the damaged property shall be reconstructed or repaired unless two-thirds (2/3) of the members of the ASSOCIATION agree not to repair such property.

16.2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by two-thirds (2/3) of the UNIT OWNERS,

16.3. Responsibility. The ASSOCIATION and the UNIT OWNER are responsible for the reconstruction and repair after casualty as provided in Section 718.111(11) Florida Statutes as amended from time-to-time hereafter.

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

16.5. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the ASSOCIATION, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, the UNIT OWNERS shall pay any deficiency. For damage to COMMON ELEMENTS or ASSOCIATION PROPERTY, each UNIT OWNER's share of the deficiency shall be equal to the UNIT OWNER's share in the COMMON ELEMENTS.

16.6. Reserved for Future Use

16.7. Construction Funds. The funds for payment for costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the ASSOCIATION from the UNIT OWNERS shall

be disbursed in payment of such costs in the following manner:

16.7.1. ASSOCIATION If the total funds collected from the UNIT OWNERS for payment of costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the funds shall be held by the ASSOCIATION and the ASSOCIATION shall disburse the same in payment of the costs of reconstruction and repair.

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

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

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

16.7.2.3. UNIT OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION, such balance shall be common surplus of the ASSOCIATION.

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

17. CONDEMNATION AND EMINENT DOMAIN.

17.1. 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.

17.2. Deposit of Awards with Association. 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 ASSOCIATION. Even though the awards may be payable to UNIT

OWNERS, the UNIT OWNERS shall deposit the awards with the ASSOCIATION and in the event of a failure to do so, the defaulting UNIT OWNER shall be liable to the ASSOCIATION for the amount of his or her award, or the amount of the award shall be set off against the sums hereafter made payable to the UNIT OWNER.

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

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

17.5. UNIT Reduced but Tenantable. If the taking reduces the size of a UNIT and the remaining portion of the UNIT can be made tenantable, 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 affected in the CONDOMINIUM:

17.5.1. Restoration of UNIT. The UNIT shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the UNIT OWNER of the UNIT.

17.5.2. 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.

17.6. UNIT Made Untenantable. If the taking is of the entire UNIT or so reduces the size of a UNIT that it cannot be made tenantable, 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 affected in the CONDOMINIUM:

17.6.1. 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 amount equal to the market value of the UNIT immediately prior to the taking and with credit being given for payments previously reserved for the INSTITUTIONAL LENDERS; and the balance, if any, to repairing and replacing the COMMON ELEMENTS.

17.6.2. 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.

17.6.3. 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.

17.6.4. 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 condition the remaining portion of the UNIT for use as a part of the COMMON ELEMENTS, the additional funds required for those purposes shall be raised by 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.

17.6.5. Appraisal. 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 by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal or appraisals shall be a COMMON EXPENSE of the ASSOCIATION.

17.7. 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 usable in the manner approved by the BOARD; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS or ASSOCIATION PROPERTY. The balance of the awards for the taking of COMMON ELEMENTS or ASSOCIATION PROPERTY, if any, shall be distributed to the UNIT OWNERS in the shares in which they own the COMMON ELEMENTS after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a UNIT, the distribution shall be paid jointly to the owner and the mortgagee(s) of the UNIT. Notwithstanding the foregoing, the balance of any award for the taking of ASSOCIATION PROPERTY shall be distributed among the various CONDOMINIUMS operated by the ASSOCIATION in direct proportion to each CONDOMINIUM's responsibility for the payment of expenses of the ASSOCIATION PROPERTY.

17.8. 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 the BOARD.

18. USE RESTRICTIONS. The use of the property of the CONDOMINIUM shall be in accordance with the following provisions:

18.1. UNITS.

18.1.1. Residential Use. Each of the UNITS shall be occupied and used only for residential purposes, and not for business, commercial or other purposes that have any discernable impact on the CONDOMINIUM as determined by the Board in its sole and exclusive discretion. Business or commercial uses that create any noise, odors, customer or employee traffic or have signage are prohibited without regard to such creating a discernable impact.

18.1.2. Maximum Number of Occupants. With the exception of temporary occupancy by visiting guests, no UNIT may be occupied by more than two (2) persons for each bedroom in the UNIT, without the prior written consent of the ASSOCIATION. No room shall be considered a bedroom unless it is so identified on the Plot Plans as a bedroom. The BYLAWS or the Rules and Regulations of the ASSOCIATION may define visiting guests and limit the number of visiting guests permitted in any UNIT at any time, and the maximum length of time a visiting guest may reside in any UNIT.

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

18.2. Exterior Appearance. Without limiting the provisions of Paragraph 11.2 of this DECLARATION, except with the written consent of the ASSOCIATION as elsewhere provided, no UNIT OWNER shall cause or permit his or her terrace, balcony, garden area, or patio to be enclosed, nor shall any UNIT OWNER cause or permit his or her terrace, balcony, garden area, or patio to be increased in size, the configuration thereof altered, or awnings installed thereon, or on the exterior of any BUILDING. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall cause or permit any doors, windows, or screening on the exterior of his or her UNIT to be modified or removed, nor shall any UNIT OWNER in any manner change the exterior appearance of his or her 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 or last approved by the ASSOCIATION. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall install or permit to be installed in his or her UNIT electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his or her UNIT or the BUILDING. No UNIT OWNER shall place signs or written material on the windows of his or her UNIT, or on the exterior of the CONDOMINIUM PROPERTY or on a vehicle on the CONDOMINIUM PROPERTY. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall install any trees, shrubbery flowers, or other landscaping on the exterior of any CONDOMINIUM PROPERTY, and no UNIT OWNER shall remove or alter any such landscaping installed by the ASSOCIATION. UNIT OWNERS may place tasteful patio furniture and plants on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a slightly condition, and the ASSOCIATION shall have the right to require any UNIT OWNER to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the CONDOMINIUM PROPERTY, which the ASSOCIATION deems unsightly or potentially dangerous.

18.3. Pets. Except with the written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, only one cat, or one dog not exceeding 25 pounds at maturity, is permitted in any UNIT. No tenant may keep a cat or dog in the UNIT occupied by the tenant without the prior written consent of the BOARD. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures. All other pets are prohibited. No pet or animal is permitted which creates an unreasonable source of noise or annoyance to other residents of the CONDOMINIUM. No pet or animal may be kept outside of any UNIT in the absence of any resident of the UNIT. The BYLAWS or the Rules

and Regulations of the ASSOCIATION may further provide for reasonable rules and regulations regarding pets. The foregoing notwithstanding the Board may order the removal of any pet or animal that in the sole and exclusive discretion of the Board constitutes a threat to the health, safety or welfare of any resident.

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

18.5. Nuisances. No nuisance 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 or her UNIT or of the COMMON ELEMENTS which will increase the rate of insurance upon the CONDOMINIUM PROPERTY.

18.6. 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.

18.7. 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.

19. SALE, TRANSFER, LEASING AND OCCUPANCY OF UNITS. In order to maintain a community of congenial and financially responsible UNIT OWNERS and occupants, and to protect the value of the UNITS within the CONDOMINIUM, the sale, transfer, leasing and occupancy of UNITS shall be subject to the following provisions: (Note: the terms "lease", "leasing", "lessee", "tenant" and all derivatives thereof shall include any type of occupancy for which the UNIT OWNER or anyone on behalf of the UNIT OWNER receives or will receive any type of consideration including but not limited to occupancy pursuant to a license. These provisions shall apply to all persons intending to own or occupy a UNIT that were not approved as part of the original application.

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19.1. Notice to ASSOCIATION. If a UNIT OWNER intends to sell, transfer or lease his or her UNIT, or any interest therein, then prior to such sale, transfer or lease, the UNIT OWNER shall give the ASSOCIATION (i) written notice of such intention, together with the name and address of the intended purchaser, transferee or tenant, and such other information concerning any intended purchaser, transferee or tenant as the ASSOCIATION may reasonably request, (ii) an executed copy of the written agreement pursuant to which the sale, transfer or lease is intended to be consummated, (iii) a nonrefundable fee in an amount which shall not exceed any maximum amount provided by law, and (iv) in the case of a lease a security deposit in an amount allowed by law. If the ASSOCIATION disapproves same for good cause, the ASSOCIATION is not required to purchase, or designate a purchaser or lessee for, the UNIT. If a UNIT OWNER acquires title to a UNIT by devise, bequest, inheritance, or by any manner other than a voluntary conveyance by the prior UNIT OWNER, such UNIT OWNER shall upon his or her acquisition of title give the ASSOCIATION written notice of such acquisition, together with such information concerning the

UNIT OWNER and all proposed occupants as the ASSOCIATION may reasonably request, and also together with a certified copy of the instrument evidencing the UNIT OWNER's title.

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

19.3. ASSOCIATION's Rights Upon Receipt of Notice. Within twenty (20) days after receipt of the notice, all information, documents and fee required above, the ASSOCIATION shall by written notice to the UNIT OWNER either:

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

19.3.2. Disapprove. The ASSOCIATION may disapprove the transaction for good cause by written notice to the UNIT OWNER. If the ASSOCIATION disapproves a sale or transfer of a UNIT for good cause, the ASSOCIATION is not be required to purchase the UNIT or provide an alternate purchaser or lessee. If the UNIT has been transferred by devise, inheritance or other involuntary manner on the part of the new UNIT OWNER the ASSOCIATION may not disapprove the sale or transfer but the new OWNER shall have no right to occupy the UNIT until he or she and all other proposed occupants are approved. If the proposed transaction is a lease of a UNIT, the ASSOCIATION shall not withhold consent of the lease without good cause related to the proposed tenants or occupants of the UNIT.

19.3.3. Failure to Disapprove. If the ASSOCIATION shall fail to timely disapprove of an intended transaction or occupants as set forth above, then the intended transaction or occupants shall be deemed approved and upon the request of the applicable UNIT OWNER the ASSOCIATION shall deliver to the UNIT OWNER a written approval of the intended transaction or occupants in recordable form, which shall be executed by any officer or director of the ASSOCIATION.

19.3.4. Disapproval for Good Cause. The ASSOCIATION shall have the right to refuse to give written approval to any sale, transfer or lease or occupants for good cause. In determining good cause, the Board shall on a case-by-case basis consider mitigating factors such as the recency of events and the detrimental impact on the CONDOMINIUM based on reasonable information. The ASSOCIATION is an equal opportunity provider of housing and not sale, transfer, lease or occupancy will be disapproved for an illegal discriminatory reason. The Board may delegate its approval authority to an agent. The Board may disapprove for good cause which good cause shall include but not be limited to the following:

19.3.4.1 The Owner is delinquent in the payment of assessments or any monetary amounts at the time the application is considered.

19.3.4.2 The Owner has a history of leasing the Unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his or her Unit.

19.3.4.3 The real estate company or rental agent handling the transaction on behalf of the Owner has a history of screening applicants inadequately, recommending undesirable applicants, or

entering into transactions without prior Association approval.

19.4.3.4 The application on its face indicates that the prospective owner, lessee or any proposed occupants intends to act in a manner inconsistent with the restrictions applicable to the property.

19.3.4.5 The prospective owner, lessee or any proposed occupants have been convicted of a felony involving violence to persons or property or are registered as a sexual predator and/or offender, or a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.

19.3.4.6 The prospective owner, lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.

19.3.4.7 The prospective owner, lessee or any proposed occupants evidence a strong possibility of financial irresponsibility. The Board may establish a minimum credit score for this purpose.

19.3.4.8 The prospective owner, lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.

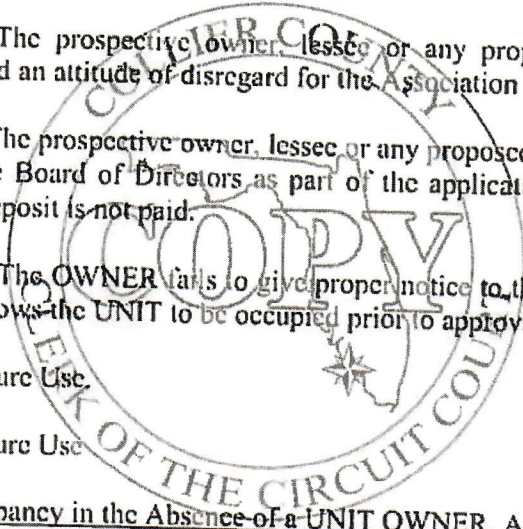
19.3.4.9 The prospective owner, lessee or any proposed occupants have given false or incomplete information to the Board of Directors as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

19.3.4.10 The OWNER fails to give proper notice to the Association of the intention to sell or lease the UNIT or allows the UNIT to be occupied prior to approval.

19.4. Reserved for Future Use.

19.5. Reserved for Future Use.

19.6. Leases and Occupancy in the Absence of a UNIT OWNER. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION. For purposes of this DECLARATION and the approvals herein required, any person (s) occupying a UNIT in the absence of the UNIT OWNER or in the absence of an approved occupant or tenant, shall be deemed occupying the UNIT pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, a UNIT OWNER may from time-to-time permit guests to occupy his or her UNIT in his or her absence and without consideration for periods not exceeding thirty (30) continuous or cumulative days in any twelve (12) month period, and such occupancy shall not be deemed a lease and shall not require the approval of the ASSOCIATION. Without the prior written consent of the ASSOCIATION, no lease may be modified, amended, or assigned, and any tenant or occupant may not assign his or her interest in such lease or sublet the UNIT or any part thereof. No UNIT may be leased more often than two (2) times in any calendar year, with the minimum lease term being three (3) months. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No new lease is allowed until at least three (3) months or ninety (90) days have elapsed since the first day of the last lease. No lease may be for a period of more than six (6) months, and no option for the lessee to extend or renew for any additional period shall be permitted. Upon written request of a UNIT OWNER, the Board of Directors may approve one additional lease of the UNIT within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.



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

19.8. UNITS Owned or Leased by a Corporation or Other Entity or Unrelated Persons. If a UNIT OWNER intends to sell, transfer or lease his or her UNIT to a corporation or other entity, or to two (2) or more persons who are not members of the same immediate FAMILY, or if a UNIT OWNER acquiring title to a UNIT by devise, bequest, inheritance, or any involuntary manner is a corporation or other entity, or two (2) or more persons who are not members of the same immediate family, the ASSOCIATION's approval of same may be conditioned upon the approval of one or more particular occupant(s) for the UNIT, and if the ASSOCIATION's approval is so conditioned, the approved occupant(s) shall be deemed the UNIT OWNER(S) of the UNIT for purposes of this Paragraph 19, and no other person will be entitled to occupy the UNIT in the absence of such approved occupant(s) without the approval of the ASSOCIATION, except as otherwise provided in this Paragraph 19.

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

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

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

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

19.11.2. Limitation. If at any one time the ASSOCIATION is the owner or agreed purchaser of 5% or more of the UNITS in the CONDOMINIUM, it may not purchase any additional UNIT without the prior written approval of 75% of the members eligible to vote thereon. A member whose UNIT is the subject matter of the proposed purchase shall be ineligible to vote thereon: provided, however, that the foregoing limitation shall not apply to UNITS to be purchased at public sale resulting from a foreclosure

of the ASSOCIATION's lien for delinquent ASSESSMENTS and other monies owed to the ASSOCIATION where the bid of the ASSOCIATION does not exceed the amount found due the ASSOCIATION, or to be acquired by the ASSOCIATION in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

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

20. COMPLIANCE AND NON-MONETARY DEFAULT.

20.1. Enforcement. In the event of a violation by any UNIT OWNER or any tenant of a UNIT OWNER, or any person residing with them, or their guests or invitees (other than the nonpayment of any ASSESSMENT or other monies owed to the ASSOCIATION, which is governed by Paragraph 13 of this DECLARATION) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may at its option:

20.1.1. Impose a fine against the OWNER or tenant as provided in Paragraph 20.2: and/or

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

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

20.1.4. Commence an action to recover damages.

20.1.5 Suspend uses rights of the common amenities and/or voting rights.

20.2. Fines and Suspensions. The amount of any fine shall be determined by the BOARD and shall not exceed any maximum amount permitted by the CONDOMINIUM ACT. A suspension may be imposed for a reasonable period determined by the BOARD. Prior to imposing any fine or suspension, the UNIT OWNER or tenant shall be afforded an opportunity for a hearing before the fining/suspension committee

appointed by the BOARD after reasonable notice to the UNIT OWNER or tenant of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of provisions of the DECLARATION, BYLAWS or Rules and Regulations which have been violated, and (iii) a short and plain statement of the matters as asserted by the ASSOCIATION. The UNIT OWNER or tenant shall have an opportunity, to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity to review, challenge, and respond to any material considered by the committee. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the committee so determines, it may confirm such fine or suspension imposed by the BOARD as it deems appropriate by written notice to the UNIT OWNER or tenant. If the UNIT OWNER or tenant fails to attend the hearing as set by the BOARD, the UNIT OWNER or tenant shall be deemed to have admitted the allegations contained in the notice to the UNIT OWNER or tenant. Any fine imposed by the BOARD shall be due and payable within ten (10) days after written notice of the imposition of the fine. If not paid when due all of the provisions of this DECLARATION relating to the late payment of monies owed to the ASSOCIATION shall be applicable except as otherwise provided by the CONDOMINIUM ACT. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided.

20.3. Negligence. A UNIT OWNER shall be liable to the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his or her 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 life insurance rates occasioned by use, misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS.

20.4. 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 or her UNIT, and for all guests and invitees of the UNIT OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the CONDOMINIUM PROPERTY or the ASSOCIATION PROPERTY, or any liability to the ASSOCIATION, the UNIT OWNER shall be liable to the ASSOCIATION for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, the BYLAWS, or any Rule or Regulation, by any resident of any UNIT, or any guest or invitee of a UNIT OWNER or any resident of a UNIT, shall also be deemed a violation by the UNIT OWNER, and shall subject the UNIT OWNER to the same liability as if such violation was that of the UNIT OWNER.

20.5. 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 or her immediate FAMILY permanently residing with him or 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 charged to the applicable UNIT OWNER who such person was visiting, or with whose permission such person was present on the CONDOMINIUM PROPERTY, and the ASSOCIATION may collect such sum 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 or her immediate family residing with him or her in the UNIT. Any eviction of a tenant shall be accomplished in compliance with any applicable provisions of the Florida Landlord and Tenant Act, Florida Statutes, Chapter 83.

20.6. Costs and Attorney's 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.

20.7. 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.

20.8. 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 hereafter.

21. AMENDMENT OF DECLARATION and Limitations on Amendments to ARTICLES and BYLAWS.

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

21.1.1. Reserved for Future Use.

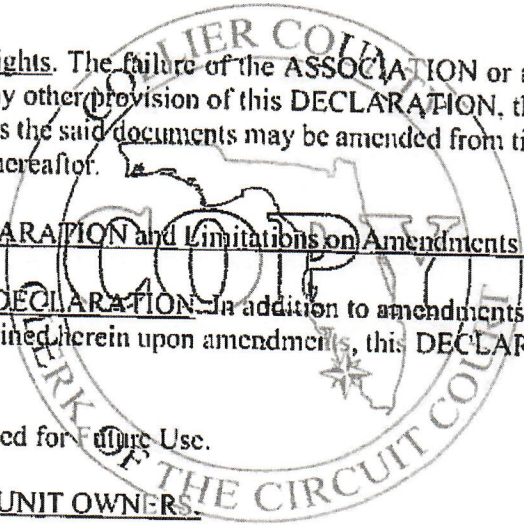
21.1.2. By the UNIT OWNERS.

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

21.1.2.2. Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the BOARD or by not less than one-third (1/3) of the UNIT OWNERS. Approval of an amendment must be by not less than sixty-seven (67%) percent of the votes of those UNIT OWNERS, who are present and voting at a meeting, in person or by proxy. UNIT OWNERS not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided such approval is delivered to the Secretary within thirty (30) days after the meeting.

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

21.2. Proviso. No amendment shall change the configuration or size of any UNIT in any material



fashion, materially alter or modify the appurtenances to the UNIT, or change the proportion or percentage by which the UNIT OWNER of the UNIT shares the COMMON EXPENSES and owns the COMMON SURPLUS unless the record owner of the UNIT and any INSTITUTIONAL LENDER holding a first mortgage encumbering the UNIT and all other UNIT OWNERS join in the execution of the amendment. No amendment may prejudice or impair the rights, interests or priorities of INSTITUTIONAL LENDERS unless all INSTITUTIONAL LENDERS holding a first mortgage encumbering a UNIT join in the execution of the amendment. Where any provision of this DECLARATION benefits any other property not within the CONDOMINIUM, no amendment to such provision may be made which would adversely affect the owner of such property without the written consent of such owner or, if such property is submitted to the condominium form of ownership, or is made subject to the jurisdiction of a homeowners or property owners association, without the written consent of the applicable condominium, homeowners or property owners association. The foregoing joinder requirements as to amendments herein specified shall be in addition to other provisions of this DECLARATION relating to amendments to the DECLARATION.

22. 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 is authorized by a vote of UNIT OWNERS of at least eighty (80%) percent of the UNITS and COMMON ELEMENTS and as further provided in Section 718.117, Florida Statutes as amended from time to time hereafter. In the event such withdrawal is authorized as aforesaid, the CONDOMINIUM PROPERTY shall be subject to an action for partition by any UNIT OWNER or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENT, provided, however, that no payment shall be made to a UNIT OWNER until there has first been paid out of its share of such net proceeds all liens on his or her UNIT in the order of their priority. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the county in which the CONDOMINIUM is located. After termination of the CONDOMINIUM, UNIT OWNERS shall own the CONDOMINIUM PROPERTY and all assets of the ASSOCIATION as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the UNIT OWNERS. Such undivided share of the UNIT OWNERS shall be the same as the undivided shares in the COMMON ELEMENTS appurtenant to the UNIT OWNERS' UNITS prior to the termination.

23. Reserved for Future Use.

24. Reserved for Future Use.

25. COMMON RECREATIONAL FACILITIES.

25.1. Operation of Recreational Facilities by the ASSOCIATION. The ASSOCIATION shall operate and maintain the recreational facilities. All of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees, shall have the right to use such recreational facilities. So long as this is the only CONDOMINIUM which is given the right to use the recreational facilities, all of the expenses of owning, operating and maintaining the recreational facilities shall be a COMMON EXPENSE of the CONDOMINIUM.

26. SPECIAL PROVISION REGARDING INSTITUTIONAL LENDERS.

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

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

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

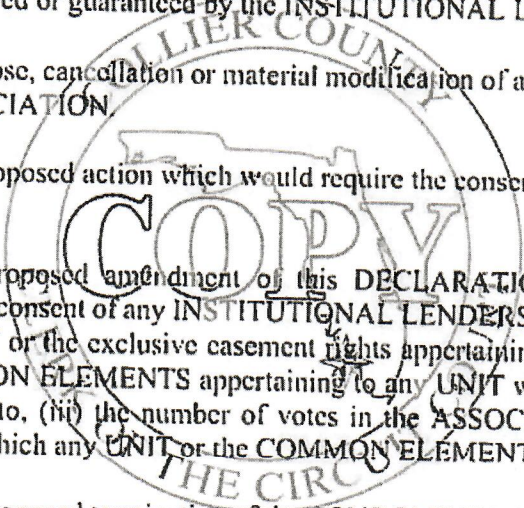
26.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION.

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

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

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

26.2. 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. KINGS LAKE DECLARATION. This CONDOMINIUM is also subject to the Declaration of Protective Covenants, Conditions and Restrictions of Kings Lake, Unit No.1, recorded in Official Records Book 841, at Page 1791, of the Public Records of Collier County, Florida (the "KINGS LAKE DECLARATION") Pursuant to the KINGS LAKE DECLARATION, each UNIT OWNER will be a member of the Kings Lake Homeowners Association, Inc., and will be required to pay assessments to that Association. In this regard, the ASSOCIATION is authorized to collect all assessments payable by the UNIT OWNERS to the Kings Lake Homeowners Association, Inc. and remit same to the Kings Lake Homeowners Association, but the ASSOCIATION will not be required to collect such assessments, and in any event such assessments will not be deemed COMMON EXPENSES of this CONDOMINIUM.

28. MISCELLANEOUS PROVISIONS.

28.1. 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.

28.2. 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.

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

28.4. 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.

28.5. 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.

28.6. 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.

28.7. 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.

28.8. 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.

29. DISCLAIMER OF LIABILITY OF ASSOCIATION:

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE FOREGOING.

29.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF.

29.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY, CITY OF NAPLES AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES.

29.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

29.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

29.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

29.6 DISCLAIMER AND RELEASE OF CLAIMS FOR PANDEMIC VIRUSES OR MOLD. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE PREVENTION OF DISEASE CAUSED BY PANDEMIC VIRUSES OR MOLD OR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY SPECIAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGES, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF INCOME, DIMINUTION OR LOSS OF VALUE OF THE UNIT, ECONOMIC DAMAGES, AND ADVERSE HEALTH EFFECTS RELATING TO, ARISING FROM OR CAUSED BY A PANDEMIC VIRUS OR MOLD ACCUMULATION REGARDLESS OF THE CAUSE OF SAID PANDEMIC VIRUS OR MOLD/MILDEW. EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OR ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER, OWNER AND INTEREST HOLDER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH A PANDEMIC VIRUS OR INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

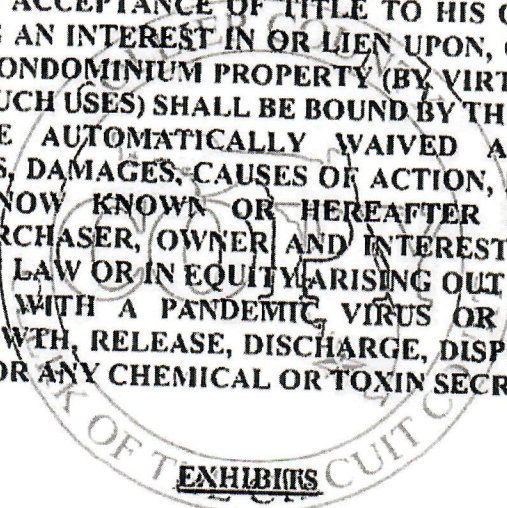


Exhibit "A" – Description of Real Property by incorporated by reference only and not attached hereto.

Exhibit "B" – Survey and Plot Plan by incorporated by reference only and not attached hereto.

Exhibit "C" – Amended and Restated Articles of Incorporation

Exhibit "D" – Amended and Restated Bylaws