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DECLARATION OF CONDOMINIUM

THIS INSTRUMENT WAS PREPARED BY:

OF

DAVID M. LAZAN

AVALON BEACH CLUB,

1000 KANE CONCOURSE

BAY HARBOR ISLANDS, FLA. 33154

A Condominium

COASTAL HABITAT, INC., a Florida corporation, as the owner in fee simple of the "Land", as hereinafter defined, hereby makes this Declaration of Condominium of Avalon Beach Club, a Condominium (the "Declaration"), to be recorded amongst the Public Records of St. Lucie County, Florida, where the Land is located, and states and declares:

I

SUBMISSION STATEMENT

Coastal Habitat, Inc., a Florida corporation, hereby submits the "Condominium Property", hereinafter defined, to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended prior to the date of recordation hereof (the "Act").

II

NAME

The name by which the condominium created hereunder (hereinafter referred to as the "Condominium") and the Condominium Property are to be identified is:

AVALON BEACH CLUB,
A CONDOMINIUM

III

LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is attached hereto and made a part hereof as Exhibit "A" (the "Land").

IV

DEFINITIONS

The terms contained in this Declaration shall have the meanings given such terms in the Act, and for clarification the following terms have the following meanings:

A. "Avalon Beach Club, A Condominium" or the "Condominium" means certain land and improvements in the City of Fort Pierce, St. Lucie County, Florida, which are submitted to condominium ownership pursuant to this Declaration and any amendments hereto.

B. "Developer" means Coastal Habitat, Inc., a Florida corporation, their grantees, successors and assigns. A "Unit Owner" (as hereinafter defined) shall not, solely by the purchase of a "Unit" (as hereinafter defined), be deemed a

successor or assign of Developer or of the rights of Developer under the "Condominium Documents" (as hereinafter defined) unless such Unit Owner is specifically so designated as a successor or assign of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

C. "Act" means Chapter 718, Florida Statutes, as amended prior to the date of recordation of this Declaration amongst the Public Records of St. Lucie County, Florida.

D. "Condominium Documents" means in the aggregate this Declaration and any amendments hereto, the "Articles" and "By-Laws" (all as hereinafter defined), the documents referred to therein and the rules and regulations adopted by the "Association" (as hereinafter defined).

E. "Declaration" means this document.

F. "Unit" means "unit", as set forth in the Act, and is that part of the Condominium Property which is subject to exclusiv ownership. The Units shall be in the improvements defined in Paragraph A of Article V of this Declaration.

Within the Condominium, there are two categories of Condominium parcels or Units, which are as follows:

1. "Residential Units" shall mean all the Condominium Units other than Cabana Units and are to be used as single family dwelling units.

2. "Cabana Units" shall mean collectively the Condominium Units numbered C-1 through C-15.

Each of the foregoing Units is separate and identifiable as delineated in the Survey attached to this Declaration as Exhibit "B".

G. "Unit Owner" means the owner of a condominium parcel, as set forth in the Act.

H. "Annual Assessment" means a share of funds required for the payment of "Common Expenses" (as hereinafter defined), which is assessed annually against a Unit.

I. "Special Assessment" means a share of funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner in addition to the Annual Assessment.

J. "Common Expenses" mean the expenses for which the Unit Owners are liable to the Association, as set forth in various Sections of the Act, and the expenses described as "Common Expenses" in the Condominium Documents, and include:

(a) costs incurred in the operation, maintenance, repair or replacement of the "Common Elements" (as hereinafter defined), costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

(b) any other expenses designated as "Common Expenses" by the "Board" (as hereinafter defined).

K. "Condominium Property" means the Land and all improvements thereon, including the Units, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

L. "Common Elements" means the portions of the Condominium Property, including the Land, not included in the Units.

M. "Association" means the corporate entity responsible for the operation of the Condominium and known as AVALON BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit. The terms "Association" or "Corporation" may be used interchangeably in the Declaration and the exhibits attached hereto, but shall always mean and refer to Avalon Beach Club Condominium Association, Inc.

N. "Articles" means the Articles of Incorporation of the Association.

O. "By-Laws" means the By-Laws of the Association.

P. "Board" means the Board of Directors of the Association.

Q. "Director" means a member of the Board.

R. "Limited Common Elements" means those portions of the Common Elements reserved for the use of a certain Unit or Units to the exclusion of other Units. When the term "Common Elements" is used in this Declaration, such term shall include the Limited Common Elements unless the context otherwise specifically requires.

V

DESCRIPTION OF IMPROVEMENTS

A. The Land and improvements being submitted to condominium ownership pursuant to this Declaration are described on the "Survey" (as hereinafter defined). The improvements are shown on the Survey and include the eight-story residential building ("The Building"), which contains in addition to the Common Elements therein, thirty-six (36) residential Condominium Units. Each Unit is identified by a three (3) digit Arabic numeral, and no Unit bears the same designation as any other Unit. The improvements, as shown on the Survey also include three separate one-story Cabana buildings which contain, in addition to the Common Elements therein, fifteen (15) Cabana Units. Each Cabana Unit is identified by a one (1) or two (2) digit Arabic numeral, and no Cabana Unit bears the same designation as any other Cabana Unit. The Developer shall not provide any items of personal property.

B. Hereto annexed as Exhibit B and made a part hereof is a survey and graphic description of the improvements thereon and a plot plan thereof, collectively hereinafter referred to as the "Survey". The Survey shows and identifies, among other things, the Common Elements and each Unit and shows their relative locations and approximate dimensions. Attached to the Survey and made a part of this Declaration is a certificate prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

C. 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:

(1) The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundaries - The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundaries - The horizontal plane of the undecorated finished floor.

(2) The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same.

VI

UNDIVIDED SHARES IN COMMON ELEMENTS

Each of the Units shall have appurtenant thereto an undivided share in the

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Common Elements in accordance with the schedules of ownership of Common Elements hereto annexed as Exhibit "C" and made a part hereof, subject, however, to the rights of Unit Owners to use the Common Elements in accordance with the provisions of this Declaration.

VII
SHARES IN COMMON EXPENSES AND COMMON SURPLUS

The Common Expenses shall be shared and the Common Surplus shall be owned by each Unit Owner in proportion to each Unit Owner's percentage share in the Common Elements set forth in Exhibit "D" attached to this Declaration and made a part hereof.

VIII
VOTING RIGHTS OF UNIT OWNERS

A. Each owner or the owners collectively of the fee simple title of record of a Residential Unit shall be entitled to one (1) vote in the Association with respect to matters on which a vote by Unit Owners is taken pursuant to the Condominium Documents or the Act.

B. The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy executed by all of the owners of the Unit, or if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association. If such a proxy is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for a quorum or for any other purpose.

C. Notwithstanding the provisions of Paragraph B of this Article VIII, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the spouse present may cast the Unit vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered.

3. Where neither spouse is present, the person designated in a proxy signed by either spouse may cast the Unit Vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Unit shall not be considered.

IX
ASSOCIATION

A. The Association, AVALON BEACH CLUB CONDOMINIUM ASSOCIATION, a corporation not-for-profit, organized and existing under the laws of the State of Florida, is responsible for the operation of this Condominium. A true copy of the Articles of the Association is hereto annexed as Exhibit E and made a part hereof. A true copy of the By-Laws of the Association is hereto annexed as Exhibit F and made a part hereof.

B. Each Unit Owner shall be a member of the Association in accordance with the provisions of the Articles.

X
EASEMENTS

A. Perpetual Nonexclusive Easement to Public Ways

The Common Elements and any walks or other rights-of-way in this Condominium as shown on the Survey, or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same to public ways, including dedicated streets and recreation facilities, which easement is hereby created in favor of Developer, the Association and all the Unit Owners in this Condominium for their use and for the use of their family members, guests, invitees or lessees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

B. Easements and Cross-Easements on Common Elements

Developer, for itself, its nominees and the Association, reserves the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for the installation, maintenance, construction and repair of facilities, including but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, other improvements, security, garbage and waste removal and the like as it deems to be necessary and proper for this Condominium.

C. Easements for Encroachments

All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

D. Drainage, Utility and Access Easements

Certain portions of the Common Elements of this Condominium are subject to drainage, water, sewer, electric power, telephone service and access maintenance easements as shown or indicated on the Survey, in addition to those easements described in the other Paragraphs of this Article X.

E. Easement for Ingress and Egress

The public is hereby granted a non-exclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units of the Condominium

Property, as part of the common elements necessary to provide reasonable access to the public ways. Such easement for ingress and egress shall not be encumbered by any leasehold or lien other than those on the Condominium parcels.

XI
APPORTIONMENT OF TAX OR SPECIAL
ASSESSMENT IF LEVIED AND ASSESSED
AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over this Condominium shall levy or assess any tax or special assessment against this Condominium as a whole rather than levying and assessing such tax or special assessment against each Unit (hereinafter referred to as a "New Tax"), then such New Tax shall be paid as a Common Expense by the Association. Any New Tax shall be included, if possible, in the estimated annual budget of the Association, or if not possible, shall be separately levied and collected as a Special Assessment by the Association against all of the Unit Owners. Each Unit Owner shall be assessed by and shall pay to the Association a percentage of the New Tax equal to that percentage by which such Unit Owner shares in the Common Elements. In the event that any New Tax shall be levied, then the Association shall separately specify and identify that portion of the annual budget or of the Special Assessment attributable to such New Tax, and the portions of such New Tax allocated to a Unit shall be and constitute a lien upon such Unit to the same extent as though such New Tax had been separately levied by the taxing authority upon each Unit at the time of the Annual Assessments following such budget or the levying of such Special Assessment.

B. All personal property taxes levied or assessed against personal property owned by the Association and all Federal and State income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense in the annual budget of the Association.

XII
OCCUPANCY AND USE RESTRICTIONS

A. The Residential Units shall be used for single-family residences only. No separate part of a Unit may be rented, and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein. No trade, business, profession or other type of commercial activity may be conducted in any Unit.

B. The owner of a Cabana Condominium Unit shall not use the Unit as a residence, but shall only use the Unit for purposes normally and customarily done at Cabanas, including but not limited to showering, changing, lounging, etc., but for no unlawful purpose.

C. A Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other Unit Owners or the Association. No Unit Owner shall make or permit any disturbing noises on the Condominium Property by himself, his family, servants, employees, agents or visitors, not do or permit anything by such persons that will interfere with

the rights, comforts or convenience of other Unit Owners. No Unit Owner shall commit or permit to be committed any nuisance or immoral or illegal act in his Unit or on the Common Elements.

D. No Unit Owner shall display any sign, advertisement or notice of any type on the exterior of his Unit, the Common Elements or at any window or other part of his Unit; no Unit Owner shall erect any exterior antennae or aerials upon his Unit or the Common Elements; and no Unit Owner shall cause anything to project out of any window, door or balcony of his Unit except as may be approved in writing by the Association.

E. No pet shall be allowed on or kept in any portion of the Condominium Property without the prior written approval of the Association (or the Developer in the event the Unit Owner purchases his Unit from the Developer), which approval may be unreasonably withheld. Should a Unit Owner be allowed to keep a pet in his Unit pursuant to the Association's or Developer's written approval, as the case may be, and should the pet die or not continue to live in the Unit, the Unit Owner shall not be permitted to replace said pet without the Association's prior written approval. Common household pets such as dogs and cats weighing less than twenty-five (25) pounds at maturity shall be permitted and allowed to remain only if not a nuisance to other Unit Owners. There shall be no more than two (2) pets per Unit. Should a Unit Owner desire to keep more than two domestic pets or animals on the Condominium property, then such Unit Owner must first obtain the written approval of the Condominium Association. A Unit Owner by his purchase of a Unit agrees to indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Condominium Property. If a dog or other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Unit Owner having such animal on the Condominium Property must cause such problem to be corrected and if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to permanently remove such animal from the Condominium Property. A Unit Owner shall not keep any other animals, livestock or poultry in his Unit, nor may any of the same be raised, bred or kept upon any portion of the Condominium Property. Dogs and other pets must be carried or held on a short leash not to exceed four (4) feet, through all common areas, including but not limited to stairwells, sidewalks, patios and lobbies. No dogs shall be permitted on the Common Elements unless on a leash. Pets may be prohibited from certain portions of the Common Elements designated by the Board.

F. No clothesline or other similar device shall be allowed on any portion of the Condominium Property.

G. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors, windows, balcony or patio thereof any dirt or other substances. Furthermore, no Unit Owner shall allow anything whatsoever to fall from the doors, windows, balcony or patio of his Unit.

H. No awnings, curtains, shades, window guards, light reflective materials, aluminum foil, hurricane or storm shutters, ventilators, fans or air-conditioning devices shall be attached or affixed to the exterior of or be used in or about a Unit except as shall have been approved in writing by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

I. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by removing all furniture, potted plants and other movable objects from his balcony or patio and by designating a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage, which firm or individual must contact the Association for approval to install or remove hurricane shutters.

J. Waterclosets and other water apparatus on the Condominium Property shall not be used for any purposes other than those for which they were constructed. A Unit Owner shall pay for any damage to the Units their contents and/or the Common Elements because of the misuse of waterclosets or other apparatus in his Unit. Liability for any damage to a Unit caused by the moving or carrying of any article on the Condominium Property shall be borne by the Unit Owner responsible for the presence of such article. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents, invitees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Common Elements. A Unit Owner shall also be liable for any personal injuries caused by his negligent acts or those of any member of his family, or his or their guests, employees, agents, invitees or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by Insurance companies of rights of subrogation.

K. No Unit Owner shall use or permit to be brought into any Unit any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine or other explosives or articles deemed extra hazardous to life, limb or property.

L. The Association will retain a passkey to each Unit. No Unit Owner shall alter any lock or install a new lock on any door leading into his Unit without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with a key for the use of the Association.

M. The Association may promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners.

XIII CONVEYANCES AND SALES

In order to assure a community of congenial and responsible Unit Owners and to protect the value of the Units, the sale, leasing and mortgaging of Units shall be subject to the following provisions.

A. Sale or Lease

No Unit Owner may convey, transfer or dispose of the Unit or any interest therein by sale, lease or otherwise (except to the spouse, children or parents of such Unit Owner) without approval of the Board, which approval shall be obtained

in the following manner:

1. Notice to Association. Each and every time a Unit Owner intends to convey, transfer or dispose of his Unit or any interest therein by sale, lease or otherwise, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser, lessee or transferee, a copy of the executed contract or lease and such other information as the Association may reasonably require on forms supplied by the Association (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser, lessee or transferee produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Association, by its Board, shall either approve the Offering ("Approval") or furnish to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser, lessee or transferee approved by the Association to accept the terms of the Offering (the "Substituted Purchaser or Lessee").

- (a) The Approval shall be in writing in recordable form signed by any two (2) members of the Board (hereinafter referred to in this Declaration as the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser, lessee or transferee named in the Offering. Failure of the Board to grant Approval or to furnish a Substituted Purchaser or Lessee within thirty (30) days after the Notice is given shall constitute approval of the Offering, and the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser, lessee or transferee of the Offeror named in the Offering.
- (b) In the event the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser or Lessee; provided, however, that the Substituted Purchaser or Lessee shall have not less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale, lease or transfer of the Offeror's Unit. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser or Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser or Lessee. Upon closing with the Substituted Purchaser or Lessee, the Association shall deliver its Certificate of Approval.

- (c) In the event the Substituted Purchaser or Lessee furnished by the Association pursuant to this Subparagraph 2 shall default in his obligation to purchase or lease such Unit, as the case may be, then the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser, lessee or transferee of the Offeror named in the Offering.
- (d) Notwithstanding the provisions of this Paragraph XIII.A., the Association shall not be required to furnish an Approval or a Substituted Purchaser or Lessee if the intended Purchaser, lessee or transferee would not be permitted pursuant to the Occupancy and Use Restrictions set forth in Article XII of this Declaration.

B. Mortgages

No Unit Owner may mortgage his Unit or any interest therein without the approval of the Association, except to a life insurance company doing business in Florida and approved by the Commissioner of Insurance of the State of Florida; a Federal or State Savings and Loan Association or Building and Loan Association or commercial bank doing business in the State of Florida; a mortgage banking company licensed to do business in the State of Florida or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida; or a Unit Owner who accepts a purchase money mortgage as part of the consideration for the sale of his Unit. Hereinafter such permitted mortgagees described above are called "Approved Mortgagees". The approval or disapproval of any other mortgagees shall be within the sole and absolute discretion of the Board.

C. Acquisition by Gift, Devise or Inheritance

1. Any person who has obtained a Unit by gift, devise, inheritance or by any other method not heretofore considered (except for the spouse, children or parents of the immediately previous Unit Owner of such Unit) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such Unit or interest therein as may be reasonably required by the Association and a certified copy of the instrument by which such Unit or interest therein was obtained. If such notice is not given to the Association, then after receiving knowledge thereof the Association shall proceed in accordance with the following subparagraph 2 as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association shall have the right either to approve or disapprove of such transfer of title. Approval of the Association shall be by Certificate of Approval and shall be delivered to the person who has obtained such title. In the event the Association fails to take any action pursuant to this subparagraph within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Association shall deliver the Certificate of Approval to the person who has obtained such title. In the event the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser

or purchasers who will purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by any one of the following methods: (a) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title and one by the two appraisers so selected; (b) by mutual agreement by the purchaser and the person holding title; or (c) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration.

3. In the event the purchaser furnished by the Association pursuant to the subparagraph immediately preceding shall default in his obligation to purchase such Unit, then the Association shall be required to approve the passage of title to the person holding title thereof and shall issue and deliver the Certificate of Approval.

D. Rights of Approved Mortgagee in Event of Foreclosure

Notwithstanding any provisions in this Declaration to the contrary, an Approved Mortgagee upon becoming a Unit Owner through foreclosure or by deed in lieu of foreclosure or whomsoever shall become a Unit Owner as a result of a foreclosure sale by an Approved Mortgagee shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Unit without prior approval of the Board, and the provisions of Paragraphs A, B and C of this Article XIII shall not apply to such persons. For purposes of this Paragraph D, the term "Approved Mortgagee" shall include mortgagees which have loaned money to Developer in order to enable Developer to construct improvements upon the Land and which have become a Unit Owner as a result of such loan or loans, but shall not include a mortgagee who is an Approved Mortgagee solely because of having taken back a mortgage as a portion of the consideration for the sale of his Unit.

XIV
MAINTENANCE, REPAIRS AND ALTERATIONS

A. Unit Owners

1. Except for those portions of the Unit to be maintained by the Association, as hereinafter described, each Unit Owner shall maintain in good condition and repair and replace at his expense when necessary all portions of his Unit, including any balcony, garage or patio, and all interior surfaces within or surrounding his Unit, such as the surfaces of the walls, ceilings and floors and the fixtures therein, including air-conditioning equipment, garage doors and exhaust fans. Each Unit Owner shall pay for any utilities which are separately metered and charged to his Unit. Each Unit Owner must perform promptly all such maintenance and repairs which if not performed would affect a Unit belonging to any other Unit Owners or the Condominium Property. Each Unit Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement. Each Unit shall be maintained and repaired in accordance with

the final building plans of the Condominium Property utilized by the Developer, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in this Declaration.

2. No Unit Owner shall make any alteration in or on the Common Elements or the portions of a Unit which are maintained by the Association, remove any portion thereof, make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Condominium Property. Any alteration or addition to the Condominium Property by a Unit Owner shall be deemed to detrimentally affect the architectural design of the Condominium Property, unless the Board consents thereto in writing.

3. No Unit Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion or surfaces of the Condominium Property, including without limitation balconies, exterior garage door surfaces, patios, doors and windows; place any awnings, screening or hurricane shutters on or in any Unit; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen door or other similar item without first obtaining written approval thereof by the Board which approval the Board may withhold in its sole and absolute discretion. The Board shall not grant any approval contemplated by this subparagraph if in its opinion the effect of any of the items mentioned herein will be unsightly as to the exterior or interior of any part of the Condominium Property.

4. Each Unit Owner shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property for which the Association is responsible to maintain and repair.

5. Except as provided in subparagraph XVB.1 hereof, each Unit Owner shall repair, maintain and replace as necessary all piping, wiring, ducts, conduits, appliances and other facilities for the furnishing of utility services within the Unit, provided, however, that all such repairs, maintenance and replacements shall be done by licensed plumbers or electricians approved by the Association, and such repairs shall be paid for by and be the financial obligation of such Unit Owner.

6. Each Unit Owner acknowledges and recognizes that any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom, or at any time as may be necessary for emergency repairs to prevent damage to the Common Elements or to another Unit.

8. The Association

1. The Association shall repair, maintain and replace as necessary all of the Common Elements and all exterior surfaces of the Condominium Property, including exterior surfaces of Units, and shall maintain, repair and replace

all facilities not within the Units for the furnishing of any and all utility services thereto as necessary. The Association shall also maintain the walls located between Units, including the piping, wiring, ducts, conduits and other facilities for the furnishing of utility services located within such walls, but not the surfaces of such walls.

2. The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the right of any Unit Owner or any Approved Mortgagee; provided, however, if the cost of the same shall exceed Five Thousand Dollars (\$5,000.00) the affirmative vote of two-thirds (2/3) of the Unit Owners shall be required in addition to such Board approval and the cost of such alterations and improvements shall be assessed against the Unit Owners in the manner provided in the By-Laws.

XV COMMON EXPENSES AND ASSESSMENTS

A. Common Expenses

The Association, by the Board, shall prepare and adopt an annual budget for the operation and management of the Association and this Condominium (the "Budget"). The Common Expenses of the Condominium shall be shared by and among the Unit Owners in the manner determined under Article VII of this Declaration, which share shall be assessed against each Unit Owner annually as the Annual Assessment. Notwithstanding such method of allocation of Budget expenses, however, in addition to the Annual Assessment, Unit Owners shall be obligated to pay any Special Assessments as shall be levied by the Board against Units as a result of (a) extraordinary items of expense, (b) the failure or refusal of other Unit Owners to pay their respective Annual Assessment, or (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments

1. The record owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of the Annual Assessment or installments thereof or of any Special Assessments levied by the Association against their Unit and for all costs of collecting such assessments, including interest and attorneys' fees at all trial and appellate levels. Annual Assessments may, in the discretion of the Board, be made payable in either quarterly or monthly installments in advance during the year in which such Annual Assessments apply. In the event of a default by a Unit Owner in the payment of an installment of an Annual Assessment or in the payment of a Special Assessment, the board may accelerate any remaining installments of the Annual Assessment of such Unit Owner upon written notice thereof to such Unit Owner, whereupon the entire unpaid balance of the Annual Assessment shall become due upon the date stated in such notice, which date shall not be less than ten (10) days after the date of such notice. In the event any Special Assessment, installment of an Annual Assessment or accelerated Annual Assessment (hereinafter collectively referred to as "Assessments") is not paid within twenty (20) days after its respective due date, the Association, by action of the Board, may proceed to enforce and collect any of such delinquent Assessments against the Unit

Owner owing the same in any manner provided for under the Act, including foreclosure and sale of the Unit.

2. The Association may at any time require Unit Owners to maintain with the Association a deposit to cover future Assessments or reserves for contingencies.

3. The Association shall have all of the powers, rights, privileges and may avail itself of any and all of the legal remedies provided for by the Act, including a lien upon a Unit, for any unpaid Assessment, interest thereon owed by the Unit Owner of such Unit and reasonable attorneys' fees at all trial and appellate levels incurred by the Association incident to the collection of such Assessments or the enforcement of such lien which the Association shall have the right to collect from such Unit Owner. Assessments not paid when due shall bear interest from the date when due until paid at the highest rate permitted under law, but in no event in excess of the rate of fifteen (15%) percent per annum.

4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to this Condominium and further, in the event an Approved Mortgagee (other than a purchase money mortgagee which is not an institution described in Article XIII hereof) holding a first mortgage on a Unit obtains title to such Unit by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for the share of Common Expenses or Assessments levied by the Association pertaining to such Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of such deed given in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure. Such share of Common Expenses or such Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Unit, effective with the passage of title to such mortgagee or its purchaser.

5. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded amongst the Public Records of St. Lucie County, Florida.

6. Hereto annexed as Exhibit G is an Estimated Operating Budget for the period commencing with the date of recordation of this Declaration amongst the Public Records of St. Lucie County, Florida, and ending twelve months from the date said Declaration is recorded. Said Exhibit G is only an estimate of the annual assessments to be made pursuant to the By-Laws and this Declaration. Pursuant to Chapter 718.116(8)(a) of the Florida Statutes, Developer shall be excused from the payment of his share of the common expense and assessments related to those Units owned by it until the first day of the fourth calendar month in which the closing of the purchase and sale of the first Condominium occurs. However,

the Developer shall pay the portion of common expenses incurred during that period which exceed the amount assessed against other Unit Owners.

7. After the Interim Assessment Period terminates, each Unit Owner who purchases a Unit from Developer shall continue to pay the Capital Contribution.

XVI
LIABILITY INSURANCE

Each Unit Owner shall be responsible for the purchase of liability insurance for accidents occurring in his own Unit and for any additional liability insurance he so desires. The Board shall obtain liability insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements. The premiums for such insurance shall be part of the Common Expenses. Such insurance shall include comprehensive general liability and comprehensive general umbrella workers' compensation and hired automobile coverage. All liability insurance shall contain a cross liability endorsement to cover liabilities of the Unit Owners as a group to each Unit Owner.

XVII
CASUALTY INSURANCE AND
DESTRUCTION OF IMPROVEMENTS

A. Each Unit Owner shall be responsible for the purchase of casualty insurance for all of his personal property. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, including Fire and Extended Coverage Insurance, Vandalism and Malicious Mischief Insurance and Flood Insurance sponsored by the Federal government, all of which insurance shall insure all of the insurable improvements on and within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and Approved Mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board in an amount equal to the maximum insurable replacement value as determined annually by the Board. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged to Unit Owners as part of the Common Expenses. The company or companies with which the Association shall place its insurance coverage, as provided in this Declaration, and the insurance agent or agents placing such insurance must be authorized to do business in the State of Florida. The Approved Mortgagee holding the highest dollar indebtedness encumbering Units in the Condominium shall have the right, for so long as it holds such highest dollar indebtedness, to approve; the form of such insurance policies; the amounts thereof; the company or companies which shall be the insurers under such policies and the insurance agent or agents; and the designation of an "Insurance Trustee", as hereinafter defined, and a successor "Insurance Trustee", if applicable, which consent will not be unreasonably delayed. The Association shall have the right to designate an Insurance Trustee (the "Insurance Trustee") to act as an Insurance Trustee in the manner provided in this Declaration, which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State of Florida and which has its principal office in St. Lucie County, Florida, and thereafter, at any time and from time

to time, the Association shall have the right to change the Insurance Trustee to another such bank or trust company.

B. All policies of insurance purchased by the Association shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms thereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on policies, the renewal of policies, the sufficiency of the coverage of any such policies or any failure to collect any insurance proceeds under any policies.

C. In the event of any damage to the Condominium Property, no mortgagee shall have any right to participate in the determination of whether the Condominium Property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds received by the Insurance Trustee to the repayment of its loan, unless such proceeds are distributed to Unit Owners and/or their respective mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Association, Unit Owners and Approved Mortgagees under the following terms:

1. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Units without any loss to any improvements within the Common Elements (as used in this Article XVII the term "Common Elements" shall include the portions of the Unit which are maintained by the Association and the term "Unit" shall not include the portions of the Unit which are maintained by the Association), the Insurance Trustee shall immediately pay all proceeds received as a result of such loss directly to the Unit Owners of the Units damaged and their Approved Mortgagees, if any, as their interests may appear, and it shall be the duty of such Unit Owners to use such proceeds to effect the necessary repairs to the Units and to return the Units to their prior condition according to the standards required under the Condominium Documents. The Insurance Trustee must rely upon the written statement of the Association as to whether a Unit or a Common Element or all have suffered damage insured under any policies held by the Insurance Trustee.

2. In the event that a loss of Five Thousand Dollars (\$5,000.00) or less as determined by detailed estimates or bids for repair and reconstruction obtained by the Board occurs to any Common Element or to any Unit and Common Elements which are contiguous, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association shall promptly cause the necessary repairs to be made to the Common Elements and to any such damaged contiguous Units. In such event, should the insurance proceeds be sufficient for the repair of the damaged Common Elements but insufficient for the repair of all of the damage to the Units contiguous thereto, the proceeds shall be applied first to completely repair the Common Elements, and the balance of the funds shall be apportioned by the Association to repair the damage to the Units, which apportionment shall be made to each Unit in accordance with the proportion of damage sustained by each of such Units as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds apportioned to a damaged Unit and the cost of the repair of such damaged Unit shall be made up by a Special Assessment against the Unit Owner of such damaged Unit.

3. In the event the Insurance Trustee receives proceeds in excess of Five Thousand Dollars (\$5,000.00) as a result of damages to any Common Element or to any Units and Common Elements which are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages together with any and all other monies paid to the Insurance Trustee pursuant to the following subparagraph 3.(c) and shall distribute such funds in the following manner:

- (a) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.
- (b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if the insurance proceeds together with the funds described in subparagraph 3.(c) below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Condominium Property and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws and executed affidavits required by law, the Association or any respective Approved Mortgagees.
- (c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Units contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Unit Owners to obtain any necessary funds to repair and to restore such damaged improvements. Such Special Assessment need not be uniform as to all Units, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Units setting forth the date or dates of payment of the same, and any and all

funds received from the Unit Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 3.(b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Condominium Property and the insurance proceeds exceeds the sum of Fifty Thousand (\$50,000.00) Dollars, and three-fourths (3/4) of the Unit Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article VI of this Declaration and shall promptly pay each share of such proceeds to the Unit Owners and Approved Mortgagees of record as their interests may appear (an "Insurance Proceeds Distribution"). In making such distribution to the Unit Owners and Approved Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Unit Owners and their respective Approved Mortgagees.

4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Condominium Property, and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Unit Owners in proportion to their contributions by way of Special Assessment.

5. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully for any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Approved Mortgagee may be enforced by an Approved Mortgagee.

6. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for (a) the originally constructed Condominium Property, (b) reconstructed Condominium Property, or (c) new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of previously constructed Condominium Property shall require approval by the Approved Mortgagee holding the highest dollar indebtedness encumbering Units in the Condominium.

7. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Units alone or to improvements

within Common Elements and Units contiguous thereto.

8. The Board is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association in which Unit Owners have or may have an interest.

XVIII
PROHIBITION OF FURTHER DIVISION

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration. Additionally, there shall be no further division of Units and hence, any instrument, whether a deed, mortgage or otherwise, which described only a portion of any Unit shall be deemed to describe such entire Unit and the interest in the Common Elements appurtenant thereto.

XIX
SEVERABILITY

If any provision of this Declaration, the Condominium Documents or the Act is held to be invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Act shall not be affected.

XX
INTERPRETATION

A. Article, Paragraph and Subparagraph titles in this Declaration are intended only for convenience, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

B. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the use of the singular shall include the plural. As used herein, the term "person" means and refers to any person, natural or corporate.

C. As used herein the term "Member" means and refers to any person, natural or corporate, who becomes a member of the Association as described in the Articles and By-Laws whether or not that person participates in the Association as a member.

D. In the event of a conflict between the provisions of this Declaration and the provisions of the Articles and/or By-Laws, the provisions of this Declaration shall control.

XXI
REMEDIES FOR VIOLATION

Each Unit Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as they may exist from time to time. Failure to do so shall entitle the Association, any Unit Owner or any Approved Mortgagee to bring

an action for injunctive relief, damages or both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any provisions of the Condominium Documents shall not be deemed a waiver of such provision or be a bar to their subsequent enforcement. In any proceeding arising because of an alleged failure of a Unit Owner to comply with any terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorney's fees at all trial and appellate levels as they may be awarded by the Court.

XXII PROVISIONS FOR ALTERATIONS OF UNITS BY DEVELOPER

A. Notwithstanding anything contained herein, Developer reserves the right to alter the interior design and arrangement of all Units and to alter the boundaries between Units and to combine two (2) or more Units into one (1) Unit or to sever any Unit comprised of two (2) or more Units into its component parts as long as Developer owns the Units so altered (which alterations made by Developer to Units it owns are hereinafter referred to as the "Alterations").

B. Any Alteration which will alter the boundaries of the Common Elements (other than interior walls abutting Units owned by Developer) will first require an amendment of this Declaration in the manner provided in Article XXIV hereof. This amendment shall adjust the share of Common Elements, Common Expenses and Common Surplus and the voting rights attributable to the Units being affected by the Alterations.

C. In the event that the Alterations do not require an amendment in accordance with the provisions of Paragraph B above, then an amendment of this Declaration shall be filed by Developer in accordance with the provisions of this Paragraph C. Such amendment ("Developer's Amendment") need be signed and acknowledged only by the Developer and shall not require approval of the Association through the Board, other Unit Owners or lienors or mortgagees of the Units, whether or not such approvals are elsewhere required for an amendment of this Declaration. The Developer's Amendment shall adjust the share of Common Elements, Common Expenses and Common Surplus and the voting rights attributable to the Units which are owned by Developer being affected by the Alterations.

XXIII AMENDMENTS TO THE DECLARATION

A. Except as to matters described in Paragraphs B, C, D, E, and F of this Article XXIII the Developer's Amendment referred to in Paragraph C of Article XXIII hereof and the condemnation amendment provision set forth in Paragraph E of Article XXIII this Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of the Unit Owners at any regular or special meeting of the Unit Owners called and held in accordance with the By-Laws; provided, however, that any such amendment shall also be approved or ratified by a majority of the Board. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail by the Association to the Developer and to all Approved Mortgagees. The amendment shall become effective upon the recording of such certificate amongst the Public Records of St. Lucie County, Florida; provided, however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to the Developer and to all Approved Mortgagees, unless such thirty (30) day period is waived in writing by the Developer and all Approved Mortgagees.

B. Except for the developer's amendment referred to in Paragraph C of Article XXII hereof, the condemnation amendment provision set forth in Paragraph E of Article XXVII hereof, no amendment of the Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, change the proportion or percentage by which any Unit Owner shares the Common Elements and Common Expenses or owns the Common Surplus, or change any Unit's voting rights in the Association unless all of the record owners of such Units and all of the Approved Mortgagees of record holding mortgages on such Units shall consent in writing thereto. The provisions of Section 718.110(5) of the Act are specifically incorporated herein. The provisions of Article XVIII herein are covenants for the benefit of institutional Approved Mortgagees and may not be amended without their prior written consent. Any such amendment shall be voted on at a special meeting of the affected Unit Owners and their consent thereto shall be evidenced by a certificate joined in and executed by such Unit Owners and all Approved Mortgagees holding mortgages thereon and recorded in the same manner as amendments provided in Paragraph A of this Article XXIII.

C. Whenever it shall appear to the Board that there is defect, error or omission in this Declaration or any other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call a special meeting of the Unit Owners to consider amending the Declaration or such other documents in accordance with Section 718.304(1) of the Act. Upon the affirmative vote of at least one-fourth (1/4) of the Unit Owners with more such affirmative votes than negative votes, the Association shall amend the appropriate documents to correct such defect, error or omission, and a true copy of such amendment shall be mailed via certified mail by the Association to the Developer and to all Approved Mortgagees. Such amendment shall become effective upon the recording of the certificate amongst the Public Records of St. Lucie County, Florida, but such certificate shall not be recorded until thirty (30) days after the mailing of a copy thereof to Developer and all Approved Mortgagees, unless such thirty (30) day period is waived in writing by the Developer and all Approved Mortgagees.

D. Prior to the Majority Election Meeting described in subparagraph B 6 of Article XV of this Declaration, the Developer alone may amend this Declaration in order to correct a scrivener's error or other minor defect or omission without the consent of the Unit Owners or the Board, provided that such amendment does not materially and adversely affect a Unit Owner's property rights. This amendment shall be signed by the Developer alone and a copy of the amendment shall be furnished to each Unit Owner, the Association and all Approved Mortgagees as soon after recording thereof amongst the Public Records of St. Lucie County, Florida as is practicable.

E. This Declaration may be amended in the same manner as required for an amendment to the By-Laws when the Declaration is being amended solely for the purpose of setting forth or affixing an amendment of the By-Laws thereto.

F. No amendment of this Declaration or any Article or portion hereof shall be passed which shall impair or prejudice the rights or priorities of Developer or Approved Mortgagees without the specific written approval of Developer or the Approved Mortgagees, as the case may be.

XXIV
RIGHT OF DEVELOPER TO TRANSACT BUSINESS
AND TO SELL OR LEASE UNITS OWNED
BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE XVI

A. The provisions, restrictions, terms and conditions of Article XIII hereof, and Paragraph B of Article XII hereof shall not apply to Developer as a Unit Owner, and in the event and so long as Developer shall own any Unit, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests.

B. Notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Condominium Property, including, but not limited to, the right to maintain models, a sales office and an administrative office, place signs, employ sales personnel, use the Common Elements and show Units and recreation facilities, and Developer reserves and shall have the right to make repairs to the Condominium Property, carry on construction activity and make structural changes and improvements to the Condominium Property which do not prejudice the rights of any Unit Owner or Approved Mortgagee. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, sales office, signs and any other items pertaining to such sales efforts such as furniture and equipment shall not be considered a part of the Common Elements or the property owned by the Association and shall remain the property of the Developer. This Article XXIV may not be suspended, superseded or modified in any manner by any amendment to the Declaration unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein, the provisions of Paragraph A of this Article and the other rights reserved by Developer in the Condominium Documents may be assigned, in writing, by the Developer in whole or in part.

XXV
ASSOCIATION TO ACQUIRE INTERESTS
AND ENTER INTO AGREEMENTS

The Association is authorized to enter into agreements to acquire other possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance and repairs, are Common Expenses.

XXVI
TIME-SHARE ESTATES

"Time-share estates" (as that term is defined in the Act) shall not be created with respect to Units in the Condominium Property.

XXVII
TERMINATION

A. This Declaration may be terminated by the affirmative written consent of eighty percent (80%) of the Unit Owners and the written consent of all Approved

Mortgagees holding mortgages encumbering Units; provided, however, that the Board consents to such termination by a vote of three-fourths (3/4) of the entire Board taken at a special meeting called for that purpose.

B. In the event of the termination of this Declaration, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Unit Owners, pro rata, in accordance with the percentage share each Unit Owner owns the Common Elements as provided in this Declaration. Any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Unit Owners thereof as Tenants in Common.

XXVIII
PROVISIONS RELATING TO CONDEMNATION
OR EMINENT DOMAIN PROCEEDINGS

A. Deposit of Awards With Insurance Trustee

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee, and in the event of failure to do so, in the discretion of the Board, a Special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

B. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in Article VI of this Declaration and distributed to the Unit Owners and Approved Mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the Condemned Unit will be made whole and the Condominium Property damaged by the taking will be made useable in the manner provided below.

C. Unit Reduced But Tenantable

If the taking reduces the size of a Unit ("Affected Unit") and the remaining portion of the Affected Unit can be made tenantable, the award for the taking of a portion of the Affected Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. The market value of the Affected Unit immediately prior to the taking shall be paid to the Unit Owner thereof and to each Approved Mortgagee thereof as their interests may appear.

2. The remaining portion of the Affected Unit if any, shall become a part of the Common Elements and shall be placed in a condition approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph C.1 above the work shall be approved in the manner required for further improvement of the Common Elements.
3. 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 from the Affected Unit among the reduced number of Units. The shares of the continuing Units in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Units being allocated to all the continuing Units in proportion to their relative share of ownership in the Common Elements.
4. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Unit to the Unit Owner and to condition the remaining portion of the Affected 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 Unit Owners 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.
5. If the market value of an Affected Unit, prior to the taking cannot be determined by agreement between the Unit Owner, the Approved Mortgagees of the Affected Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the Affected Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Units in the Common Elements as they exist prior to the changes effected by the taking.

E. Taking of Common Elements

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board; provided

that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, 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 and to Approved Mortgagees as their interests may appear.

F. Amendment of Declaration

The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by the condemnation shall be evidenced by an amendment of the Declaration that need be approved only by a majority of the Board. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via certified mail by the Association to the Developer, all Unit Owners and all Approved Mortgagees. The amendment shall become effective upon the recording of such certificates amongst the Public Records of St. Lucie County, Florida; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to Developer, all Unit Owners and all Approved Mortgagees, unless such thirty (30) day period is waived in writing by Developer, all Unit Owners and all Approved Mortgagees.

XXIX
PARKING

The Common Elements of the Condominium Property include those areas designated on the Plot Plan and Survey attached hereto as Exhibit "B", as parking spaces. The parking area, includes various parking spaces, all of which are given identifying numbers and are delineated in Exhibit "B" attached hereto. No parking space bears the same identifying number as any other space. Notwithstanding the designation of all parking by number, the only parking spaces that may be assigned to individual Condominium Units, as limited common elements, and hereinafter referred to as "Assigned Parking Spaces" are as follows:

18 through 22, inclusive
25 through 57, inclusive

each residential Condominium Unit, as an incident of ownership, shall be assigned one of the assigned parking spaces. The remaining parking spaces, 1 through 17, inclusive, and 23 and 24, are Common Elements of the Condominium property. The Developer shall have the right to grant or designate the use of the remaining parking spaces as specific assigned parking spaces to a Unit Owner for that Unit Owner's exclusive use. The Unit Owner who is designated to have the exclusive use of an assigned parking space may only assign the exclusive use thereof to the purchaser of his Unit, unless authorized, in writing by the Developer or the Association. The grant of the right to the use of an assigned parking space shall be evidenced by separate instrument executed by the Developer in non-recordable form, and delivered to the Unit Owner at the time such Owner acquires fee title to his Condominium Unit. An executed copy of the instrument granting such shall be maintained by the Association.

IN WITNESS WHEREOF, the Developers have signed and sealed this Declaration

of Condominium this 29th day of DECEMBER, 1981.

Witnesses:

Melvin Imte
Samuelon Logan

COASTAL HABITAT, INC., a Florida corporation

BY: [Signature] (SEAL)

ATTEST: Thomas J. Northcutt (SEAL)
Sec

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 29th day of DECEMBER, 1981, by Markus A. Frankel as President, and Thomas J. Northcutt as Secretary respectively, of COASTAL HABITAT, INC., a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES JAN. 5, 1985
BONDED THRU GENERAL INS. UNDERWRITERS

JOINDER AND CONSENT OF MORTGAGEE

UNITED POSTAL SAVINGS ASSOCIATION herein called "Mortgagee",
the owner and holder of that certain Mortgage encumbering the property described
in Exhibit A attached to the Declaration, which Mortgage was executed by
COASTAL HABITAT, INC., a Florida corporation in favor of the Mortgagee, dated
the 18 day of August, 1981, filed for record the 1st day of September, 1981,
under Clerk's File No. 541075 in Official Records Book 362 at Page 1413
of the Public Records of St. Lucie County, Florida, securing a Note in the
amount of \$3,000,000.00, to the extent it may be required to do so under the
laws of the State of Florida, consents and joins in the making of the Declaration
of Condominium of Avalon Beach Club, a Condominium, and said Mortgagee agrees
that its Mortgage interest hereinabove stated is subordinate to the Declaration
of Condominium of Avalon Beach Club, a Condominium, and that the lien of said
Mortgage shall hereafter be upon each and every of the Condominium parcels set
forth and referred to in said Declaration of Condominium. The Joinder and Consent
of Mortgagee is made without representation or warranty, expressed or implied, by
law, statute, decision or otherwise, and does not affect the rights and remedies
of Mortgagee as set forth in the Mortgage, except as expressly provided herein.

Sealed and delivered
in the presence of:

UNITED POSTAL SAVINGS ASSOCIATION

BY:

Dan Schweizer
Sr. Vice-Pres.

STATE OF MISSOURI)
COUNTY OF *St. Louis*) SS:

BEFORE ME, the undersigned authority, personally appeared Dan Schweizer
the ^{Sr. Vice} President of United Postal Savings Ass. who acknowledged before me
that he, as an officer of said corporation, executed this Joinder and Consent of
Mortgagee and affixed the seal of said corporation, and that the same is the act
and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at
said County and State, this 24 day of *December* 1982.

D. Pollock
NOTARY PUBLIC, STATE OF FLORIDA

Missouri

Commission expires: *3-2-83*

JOINDER AND CONSENT OF MORTGAGEE

MARKUS A. FRANKEL, TRUSTEE herein called "Mortgagee", the owner and holder of that certain Mortgage encumbering the property described in Exhibit A attached to the Declaration, which Mortgage was executed by COASTAL HABITAT, INC., a Florida corporation in favor of the Mortgagee, dated the 18 day of August, 1981, filed for record the 20 day of August, 1981, under Clerk's File No. 539946 in Official Records Book 361 at Page 2497 of the Public Records of St. Lucie County, Florida, securing a Note in the amount of \$331,500.00, to the extent it may be required to do so under the laws of the State of Florida, consents and joins in the making of the Declaration of Condominium of Avalon Beach Club, a Condominium, and said Mortgagee agrees that its Mortgage interest hereinabove stated is subordinate to the Declaration of Condominium of Avalon Beach Club, a Condominium, and that the lien of said Mortgage shall hereafter be upon each and every of the Condominium parcels set forth and referred to in said Declaration of Condominium. The Joinder and Consent of Mortgagee is made without representation or warranty, expressed or implied, by law, statute, decision or otherwise, and does not affect the rights and remedies of Mortgagee as set forth in the Mortgage, except as expressly provided herein.

Signed, sealed and delivered
in the presence of:

David M. [Signature]
Thuan B. Espino

BY:

[Signature]
MARKUS A. FRANKEL, TRUSTEE

STATE OF FLORIDA)
COUNTY OF DADE) SS:

BEFORE ME, the undersigned authority, personally appeared MARKUS A. FRANKEL, TRUSTEE ~~who acknowledged before me that he, as an officer of said corporation, executed this Joinder and Consent of Mortgagee and affixed the seal of said corporation, and that the same is the act and deed of said corporation.~~ MARKUS A. FRANKEL, TRUSTEE.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
said County and State, this 29th day of December, 1981.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN, 5, 1985
BONDED THRU GENERAL INS. UNDERWRITERS

Exhibit A to Declaration Establishing

AVALON BEACH CLUB, a Condominium

LEGAL DESCRIPTION OF THE "LAND"
INCLUDED IN THE CONDOMINIUM PROPERTY

Lots 1, 2, 25, 26, 27, 28 & 29, Block 7, Revised Map of Fort Pierce Beach, according to the Plat thereof, recorded in Plat Book 8 at Page 29 of the Public Records of St. Lucie County, Florida, and Lots 13, 14, 15, & 16, Block 3, Revised Map of Fort Pierce Beach, according to the Plat thereof, recorded in Plat Book 8 at Page 29, of the Public Records of St. Lucie County, Florida, less that part deeded to the St. Lucie County Erosion District in Official Records Book 175, at Page 2388 of the Public Records of St. Lucie County, Florida.

AVALON BEACH CLUB CONDOMINIUM, INC.

SHEET: 1 OF 20

BOOK 390 PAGE 2466

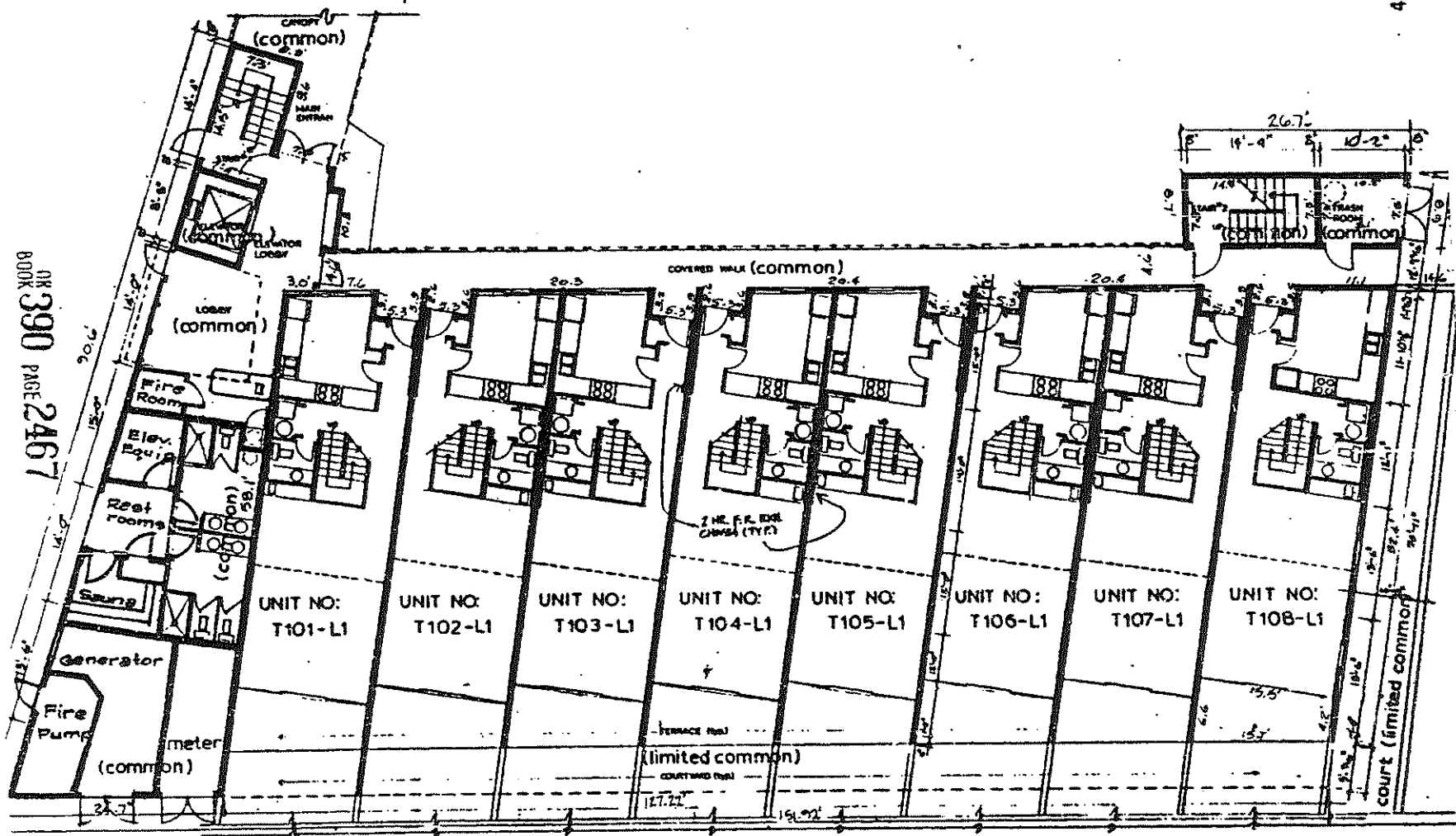
THE UNDERSIGNED A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL SURVEYING DATA SHEETS THROUGHOUT INCLUSIVE ALL OF WHICH ARE EXHIBITS ANNEXED AND REFERENCED TO THIS DECLARATION, REFLECT THE EXISTING BEACH CLUB A CONDOMINIUM TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY AS IT RELATES TO MATTERS OF SURVEY AND THAT THE PLANNED IMPROVEMENTS AND THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THE RECORDS OF THE UNIT THAT ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICE, AND ACCESS TO THE UNIT AND COMMON FACILITIES SERVING THE UNIT, ARE COMPLETE AND THAT THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED.

W. J. SCHOEPPER
REG. LAND SURVEYOR
CERT. NO. 3169

LEGAL DESCRIPTION

LOTS 1, 2, 23, 24, 27, 28 AND 29 ON BLOCK 7
AND LOTS 12, 14, 18, 16 OF BLOCK 3, FIRST ACRE
BLACK SUBDIVISION IN PLAT BOOK 1 PG 58
PUBLIC RECORDS ST. LUCIA, FLORIDA

NOTE
DESIGNATIONS ARE TO NATIONAL GEOGRAPHIC
VERTICAL DATUM
BALL DIMENSIONS IN FEET (INCHES ARE FROM
ARCHITECTURAL PLANS (ETC.)
BALL DIMENSIONS IN FEET (DECIMETERS IN RE) ARE
PALO MEASUREMENTS)



 **GROUND FLOOR PLAN**

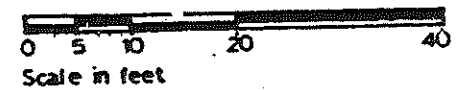


EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION
AVALON BEACH CLUB CONDOMINIUM
 PROJECT NO.: 8014
 DATE: 6/1/81
 REVISED: 12/6/82
 SHEET 2 OF 20

W.J. SCHOPFER P.L.C.
 1671 THOMP ST DRIVE
 FT. PIERCE, FLA. 33450
 FLA. CERT. # 3160

BOOK 390 PAGE 2467

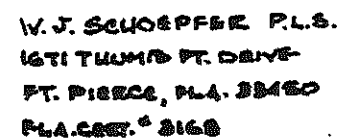


EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION
AVALON BEACH CLUB CONDOMINIUM
PROJECT NO.: 8014
DATE: 6/1/81
REVISED: 12/6/82
SHEET 5 OF 20

BOOK 390 PAGE 2469

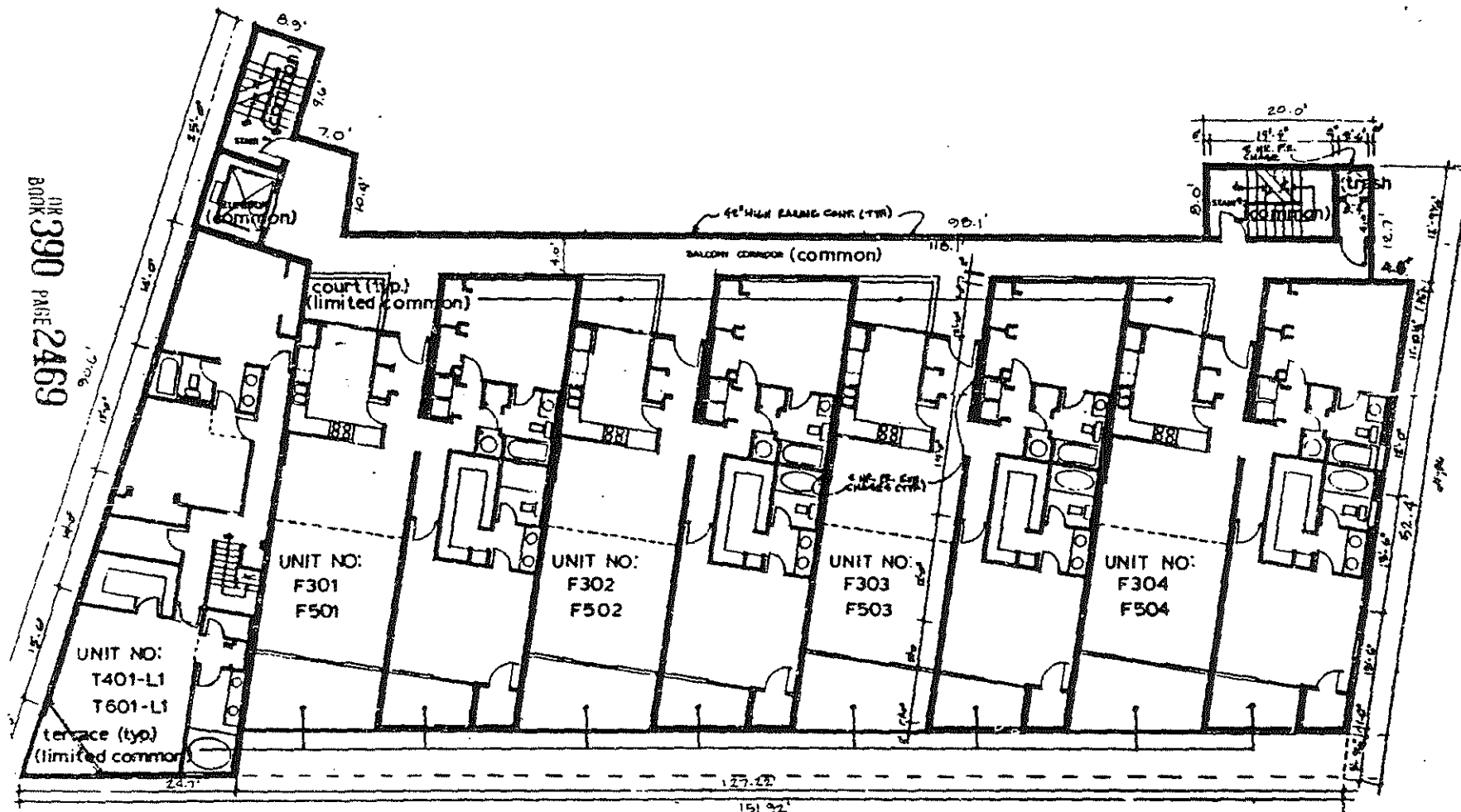


EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION
AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014
 DATE: 6/1/81
 REVISED: 12/6/82
 SHEET 4 OF 20

3rd, 5th FLOOR PLAN

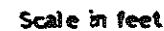
0 5 10 20 40
 Scale in feet

W.J. SCHAEFFER P.L.C.
 1601 THUNDER PT. DRIVE
 FT. PIERCE, FLA 33450
 P.L. 0667. 2163

[illegible]

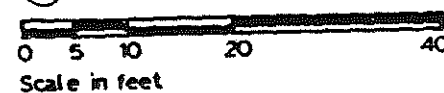
0 5 10 20 40
Scale in feet

IV. J. SCHORFFER, P.L.S.
1071 THUMB PT. DRIVE
FT. DIBICA, FLA 32450
FLA. CRIM. # 3168



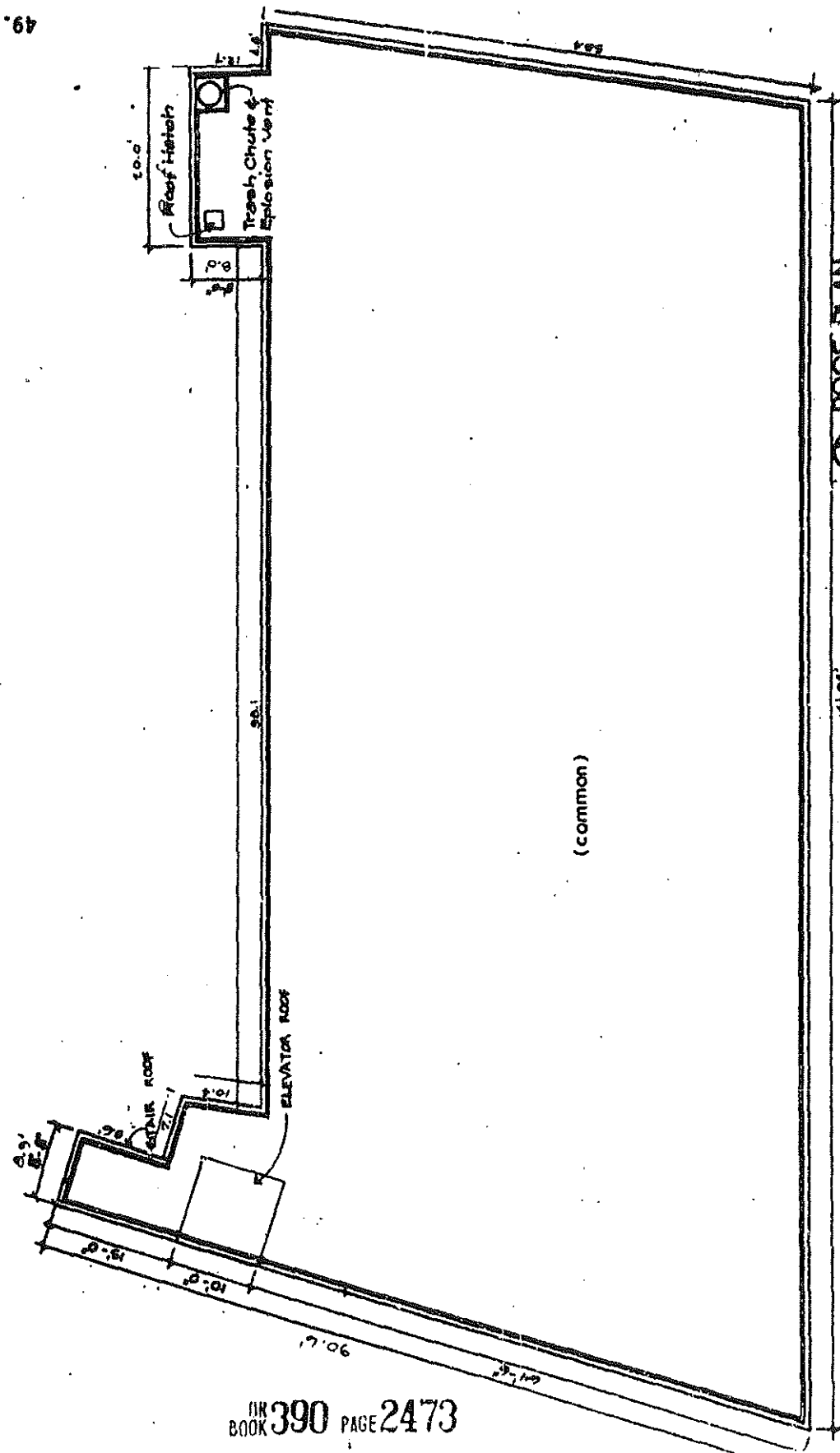
W. J. SCHORFFLE, P.L.S.
1271 THOMAS PT. DRIVE
FT. PIERCE, FLA 33450
FLA. CRAT #2168

PROJECT NO.: B014
DATE: 6/1/81
REVISED: 12/6/82
SHEET 6 OF 20



SHEET 7 OF 20

PLA. GET - 3:43



ROOF PLAN

0 5 10 20 40
Scale in feet

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION
AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014
DATE: 6/1/81
REVISED: 12/6/82
SHEET 8 OF 20

W.J. SAUNDERS, P.L.S.
1611 THUNDER PT. DRIVE
FT. PIERCE, FLA. 33450
FLA. REG. # 2168

ELEVATION
PROFILE

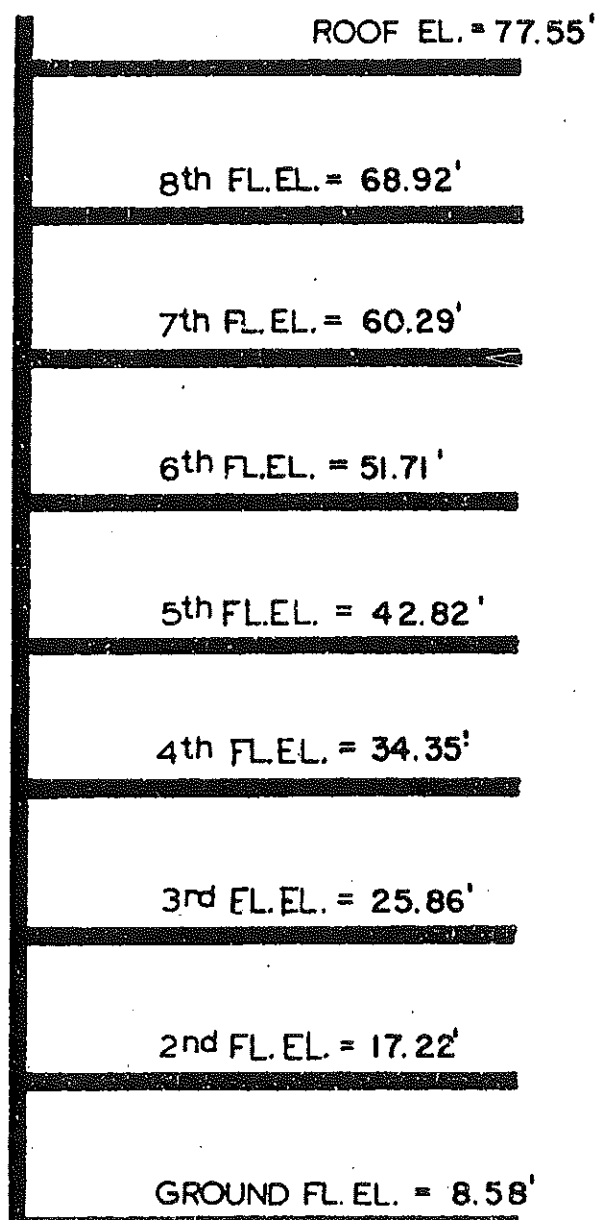


EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: B014

DATE: 6/1/81

REVISED: 12/6/82

SHEET 9 OF 20

W.J. SCHOEPPER, P.L.S.

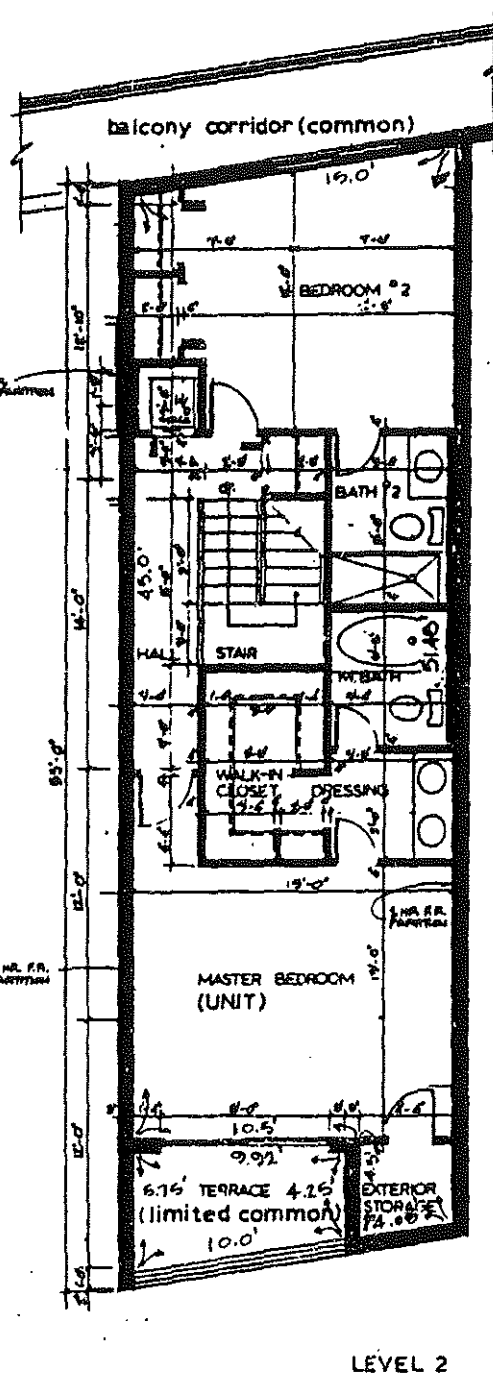
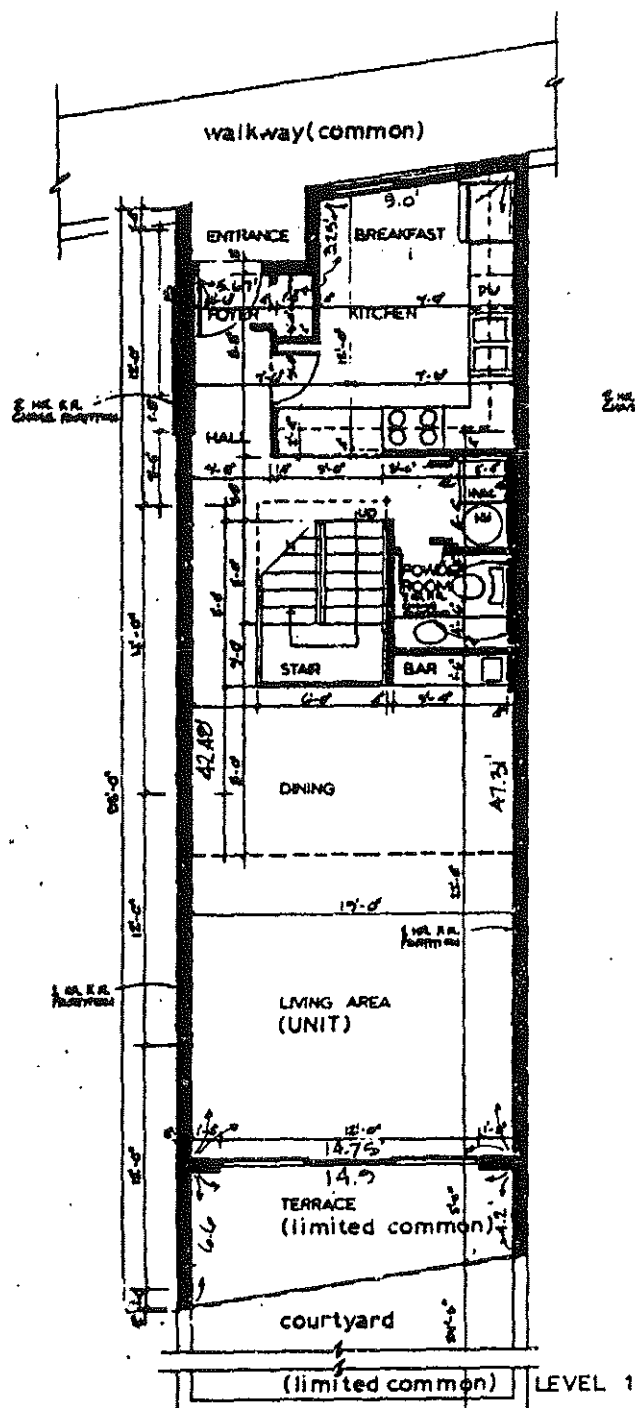
1671 THUMB PT. DRIVE

FT. PIERCE, FLA 33480

FLA. CERT. #3168

ALL ELEVATIONS
REFER TO NATIONAL
GEODETIC VERTICAL
DATUM.

BOOK 390 PAGE 2474



TYPE: "A"

UNIT NO: T102, T104, & T106

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014

DATE: 6/1/81

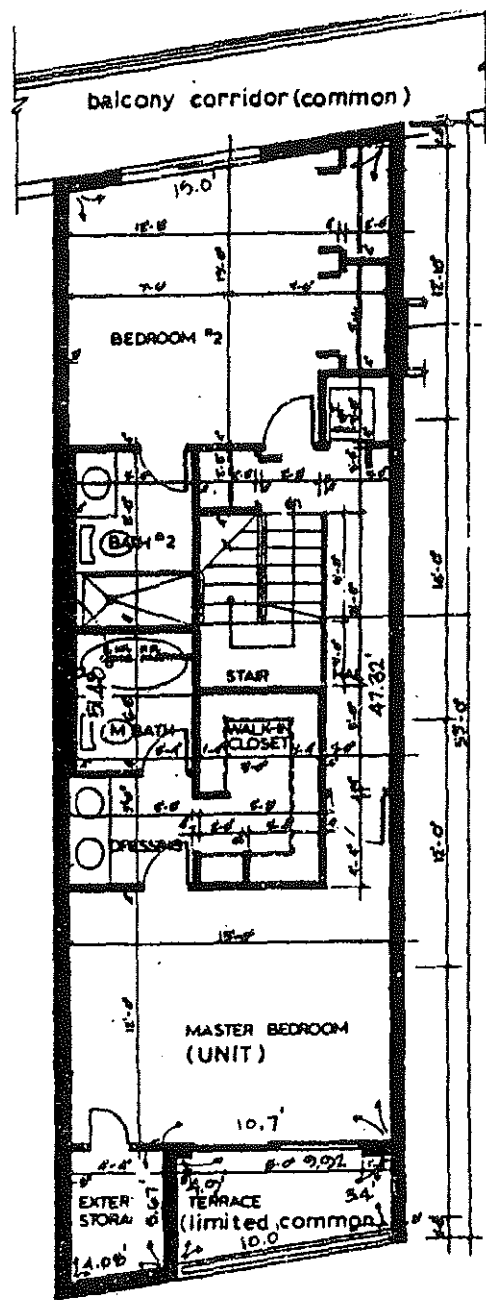
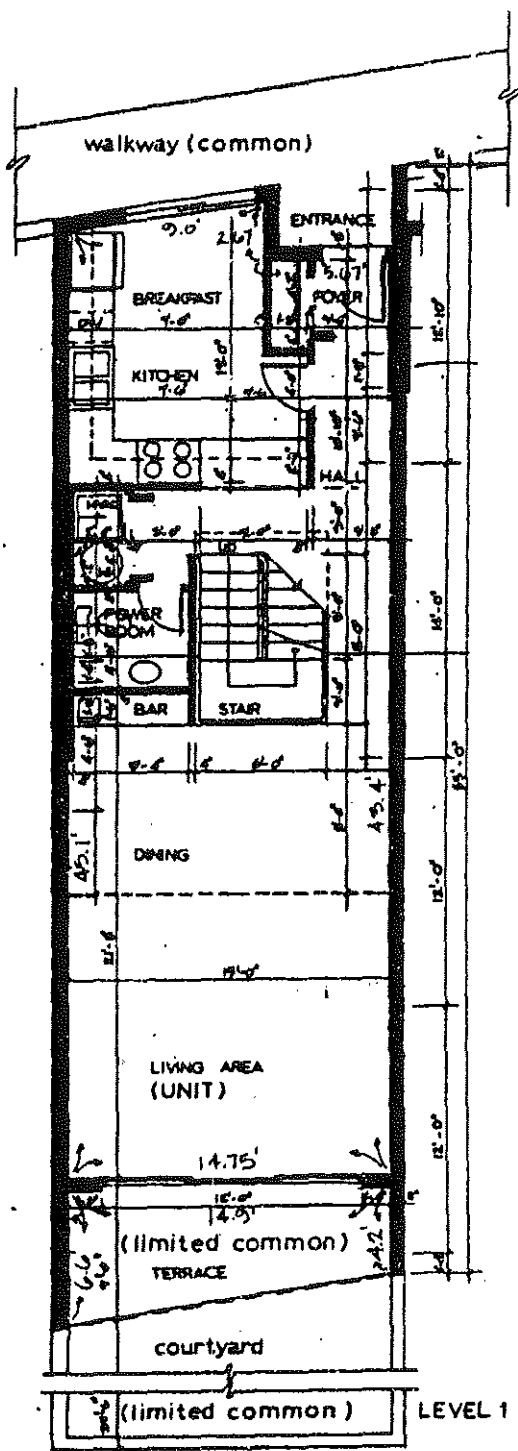
REVISED: 12/6/82

SHEET 10 OF 20

W.J. SCHLOPFER P.L.S.
1671 THUMB PT. DRIVE
FT. PIERCE, FLA. 33480
FLA. C.E.T. #3168

0 2.5 5 10 20
Scale in feet

BOOK 390 PAGE 2475



TYPE: "B"

UNIT NO: T101, T103, T105, & T107

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014

DATE: 6/1/81

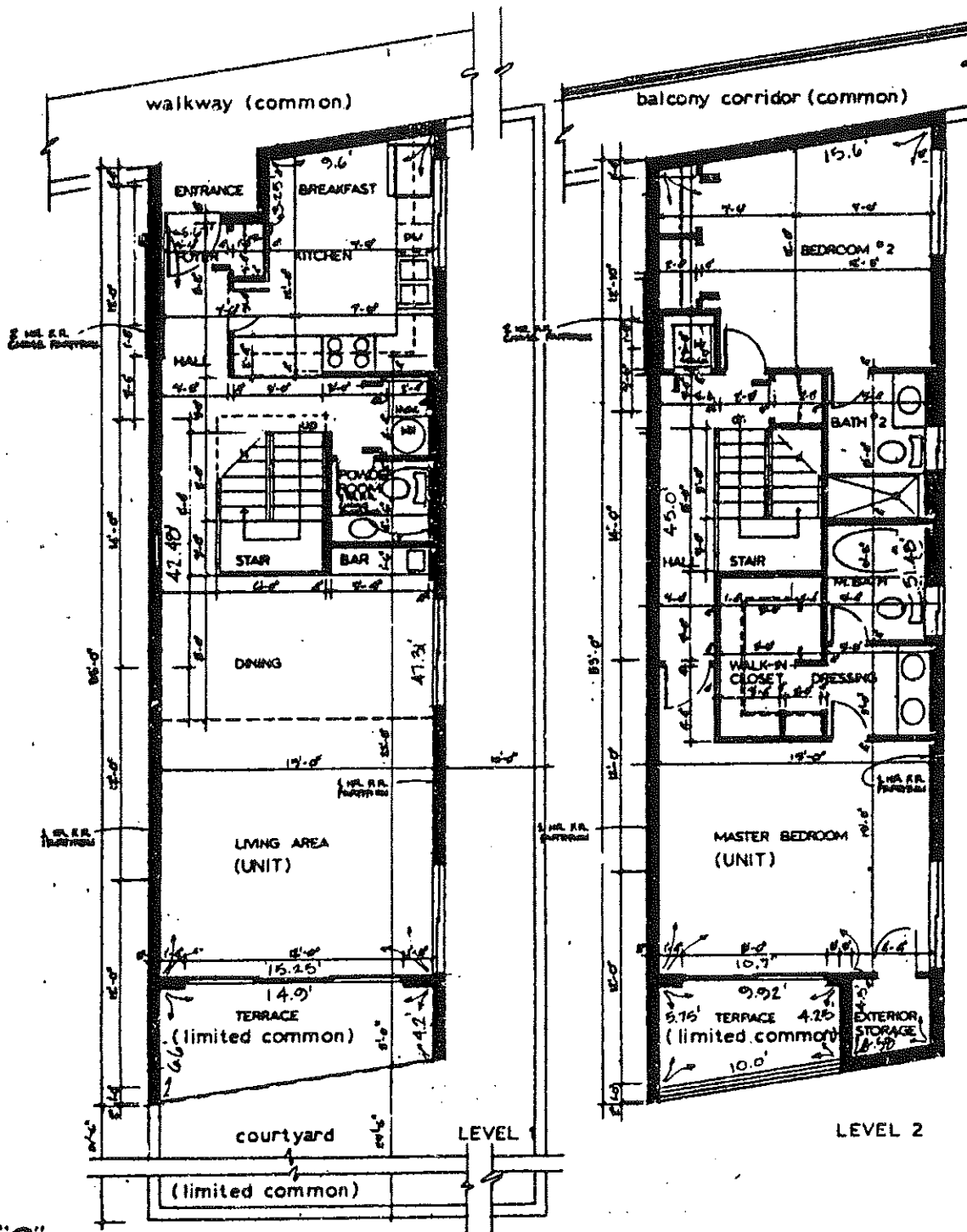
REVISED: 12/6/82

SHEET 11 OF 20

W.J. SCHUEPFER P.L.S.
1671 THUMB PT. DRIVE
PT. PUECO FLA. 33450
PLA. CERT. #B160

0 2.5 5 10 20
Scale in feet

BOOK 390 PAGE 2476



TYPE: "C"

UNIT NO: T108

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

VALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014

DATE: 6/1/81

REVISED: 12/6/82

SHEET 12 OF 20

W.J. SCHOLPFER P.L.S.

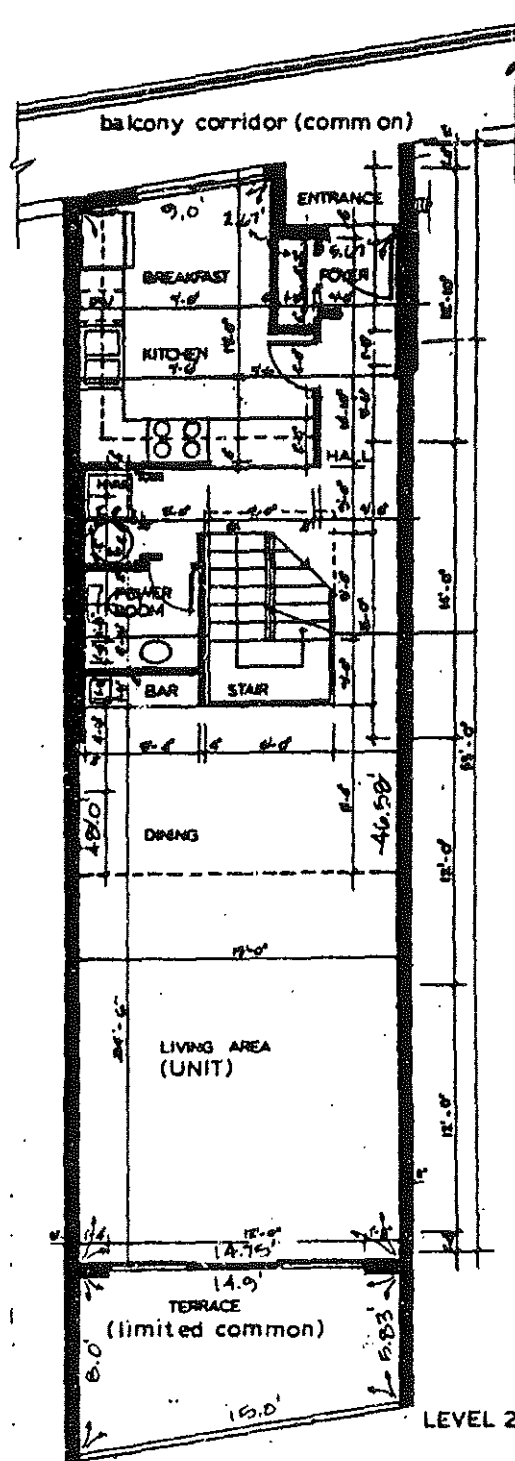
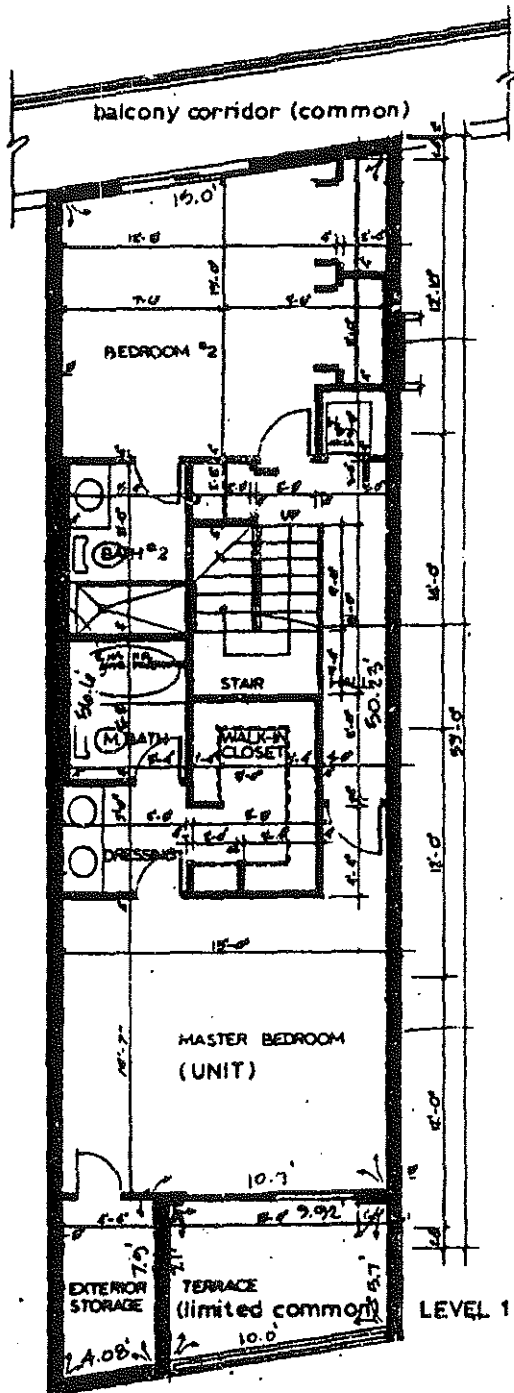
1671 THUNDER PT. DRIVE

PT. PLEASANT, FLA. 33450

FLA. CERT. #3169

0 2.5 5 10 20
Scale in feet

BOOK 390 PAGE 2477



TYPE: "D"

UNIT NO: P802, P804, P806, & P808

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014

DATE: 6/1/81

REVISED: 12/6/82

SHEET 18 OF 20

W.J. SCHOFER P.L.S.

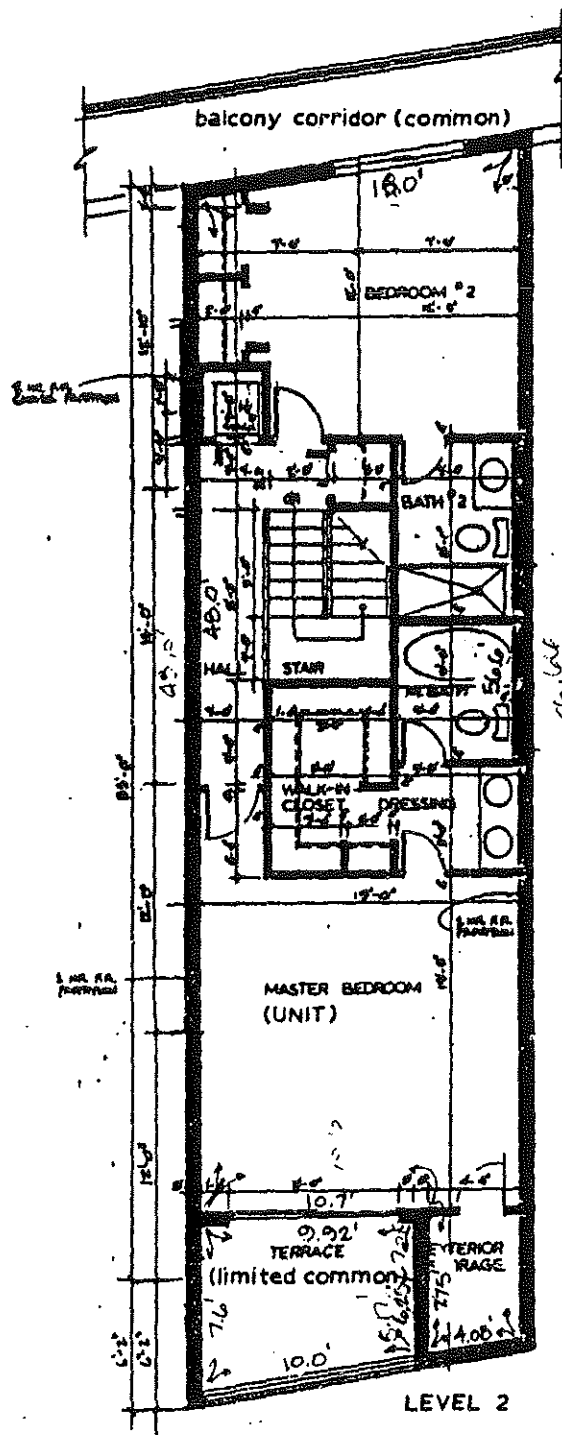
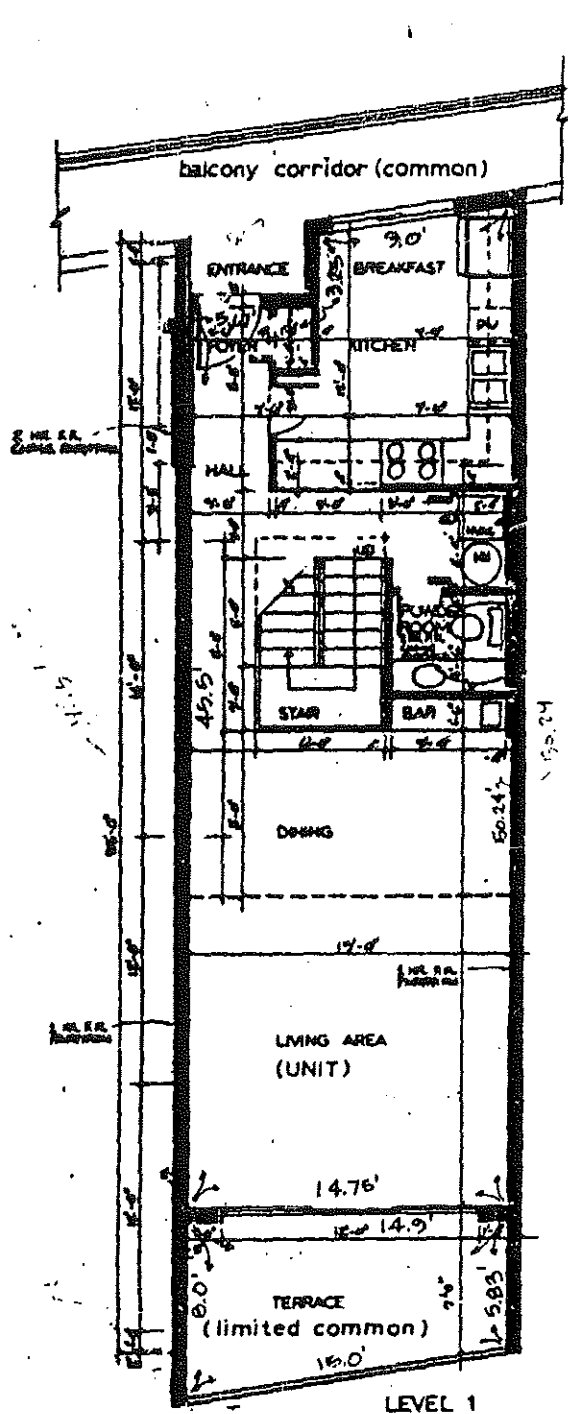
1671 THUMB PT. DRIVE

FT. PIERCE, FLA. 34900

FLA. CERT #2169

0 2.5 5 10 20
Scale in feet

BOOK 390 PAGE 2478



TYPE: "E"

UNIT NO: P803, P805, & P807

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014

DATE: 6/1/81

REVISED: 12/6/82

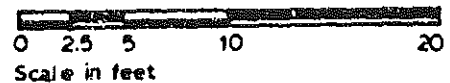
SHEET 14 OF 20

W.J. SCHOEPPER, P.L.S.

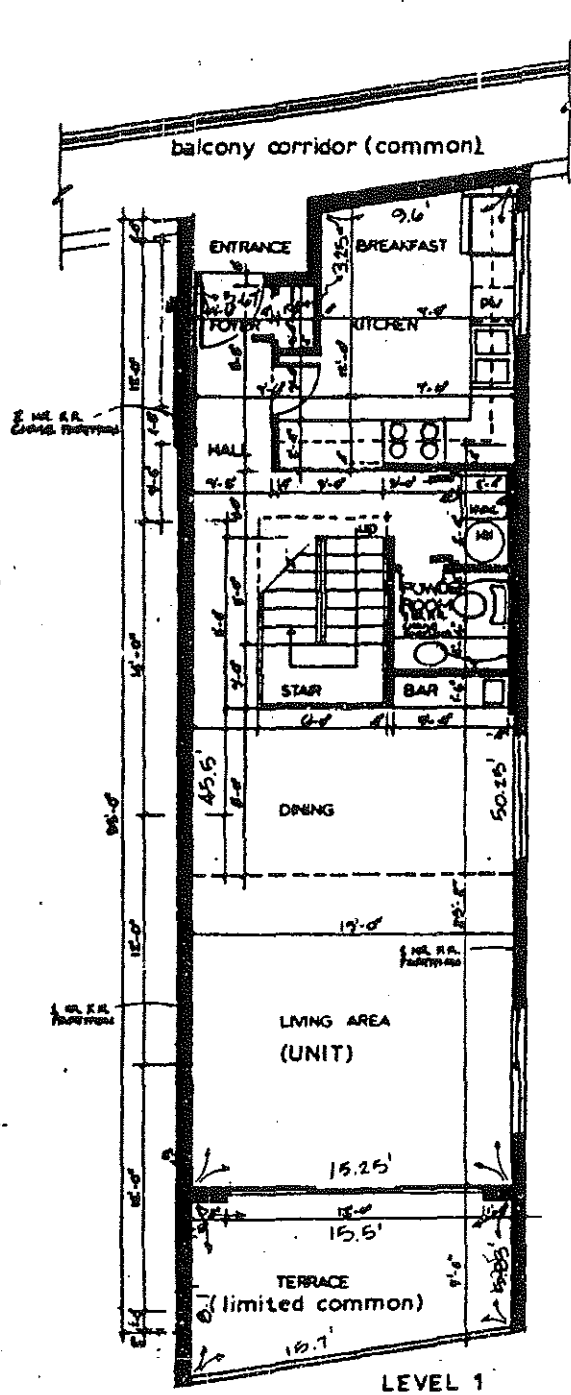
1671 THUNDER PT. DRIVE

FT. PIERCE, FLA 34981

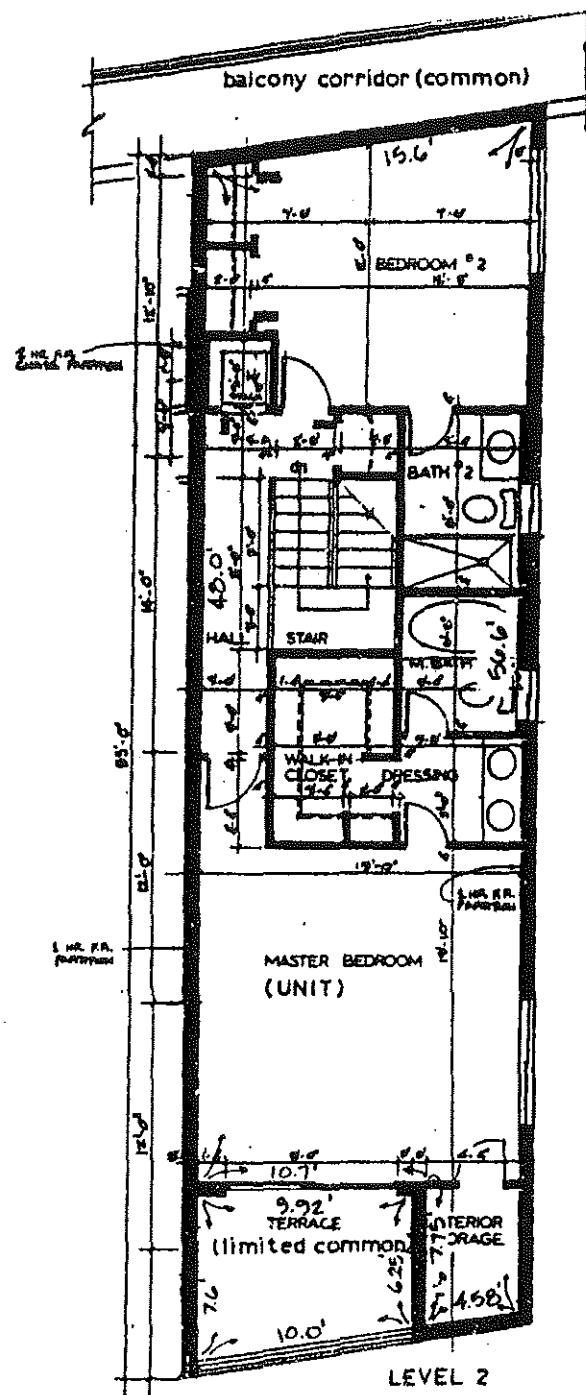
FLA. CERT #3169



BOOK 390 PAGE 2479



LEVEL 1



LEVEL 2

TYPE: "F"

UNIT NO: PB09

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

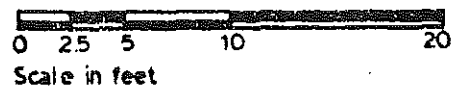
PROJECT NO.: B014

DATE: 6/1/81

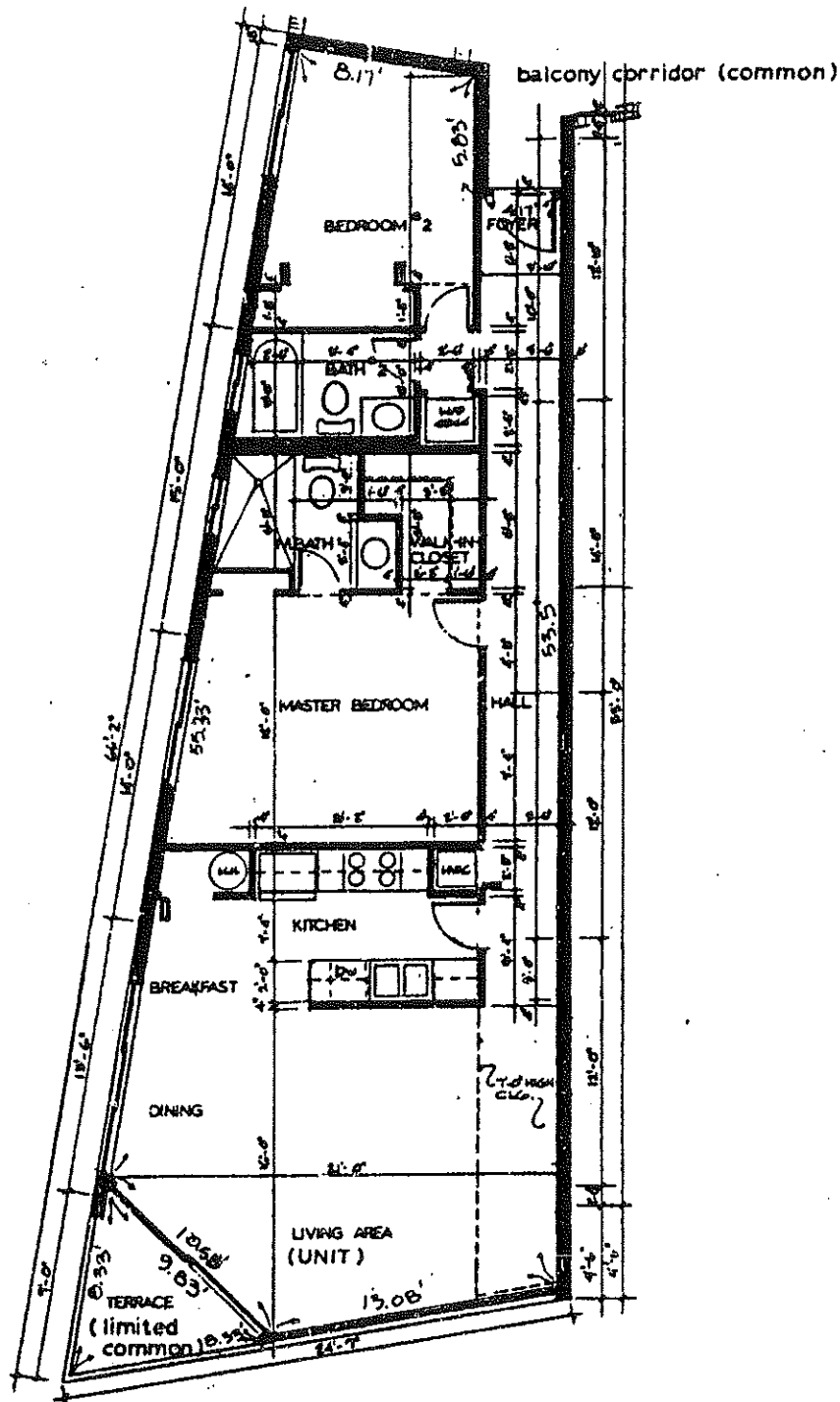
REVISED: 12/6/82

SHEET 15 OF 20

W.J. SCHOFFER P.L.C.
1671 THOMAS PT. DRIVE
PT. PLEASANT, FLA 33450
FLA. CORT. #3168



BOOK 390 PAGE 2480



TYPE: "G"

UNIT NO: F201

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

VALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014

DATE: 6/1/81

REVISED: 12/6/82

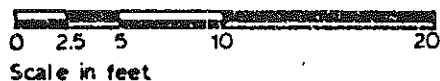
SHEET 16 OF 20

W.J. SCHNEPPER, P.L.C.

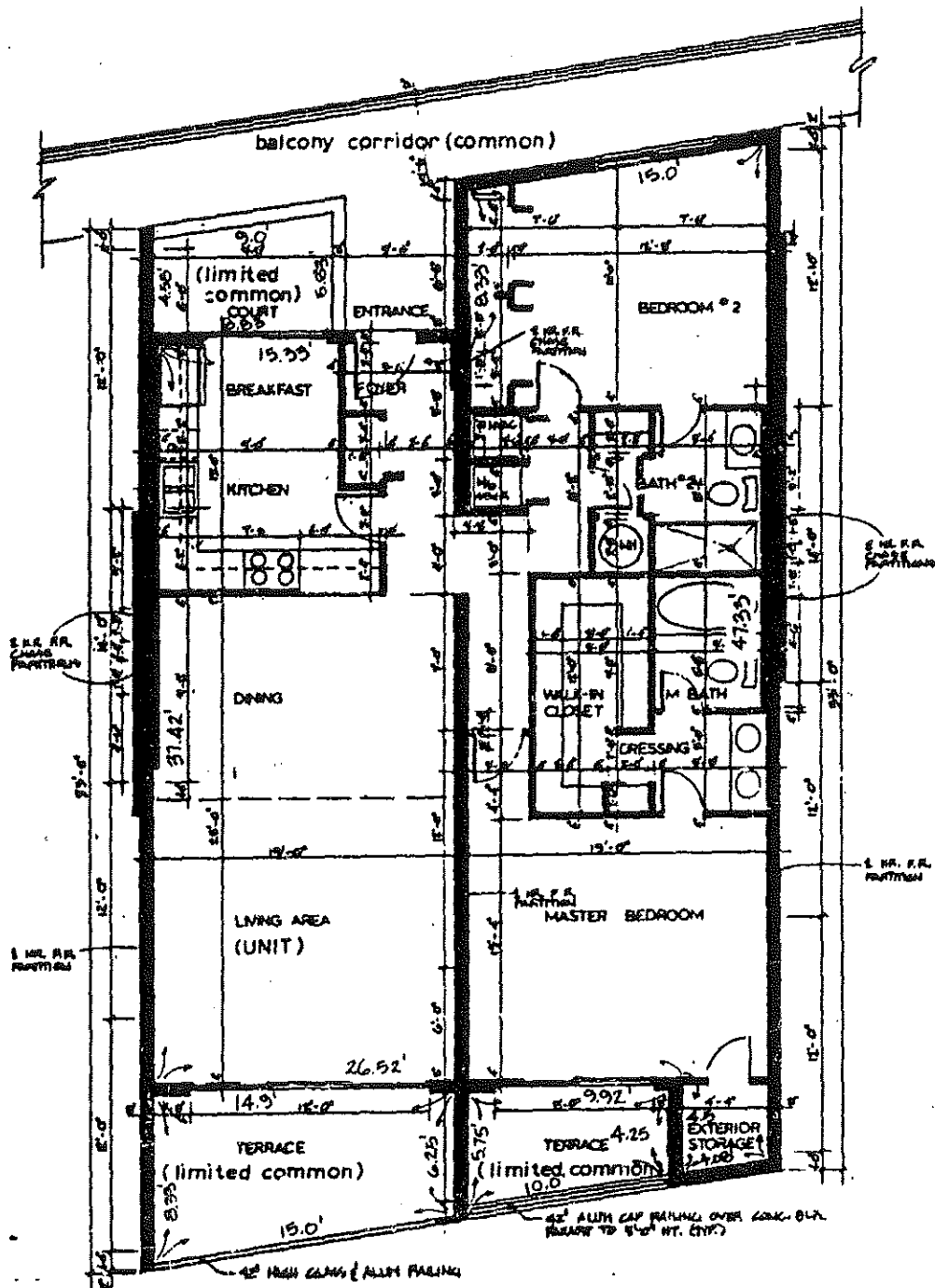
1671 THUMB PT. DRIVE

PT. PIERCE, FLA. 33480

FLA. REG. # 8169



BOOK 390 PAGE 2481



TYPE: "H"

UNIT NO: F301, F302, F303, F402, F403, F404, F501, F502, F503, F602, F603, & F604

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014

DATE: 6/1/81

REVISED: 12/6/82

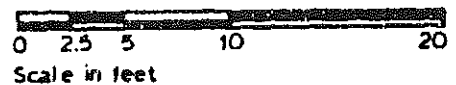
SHEET 17 OF 20

W.J. SCHOPPER, P.L.S.

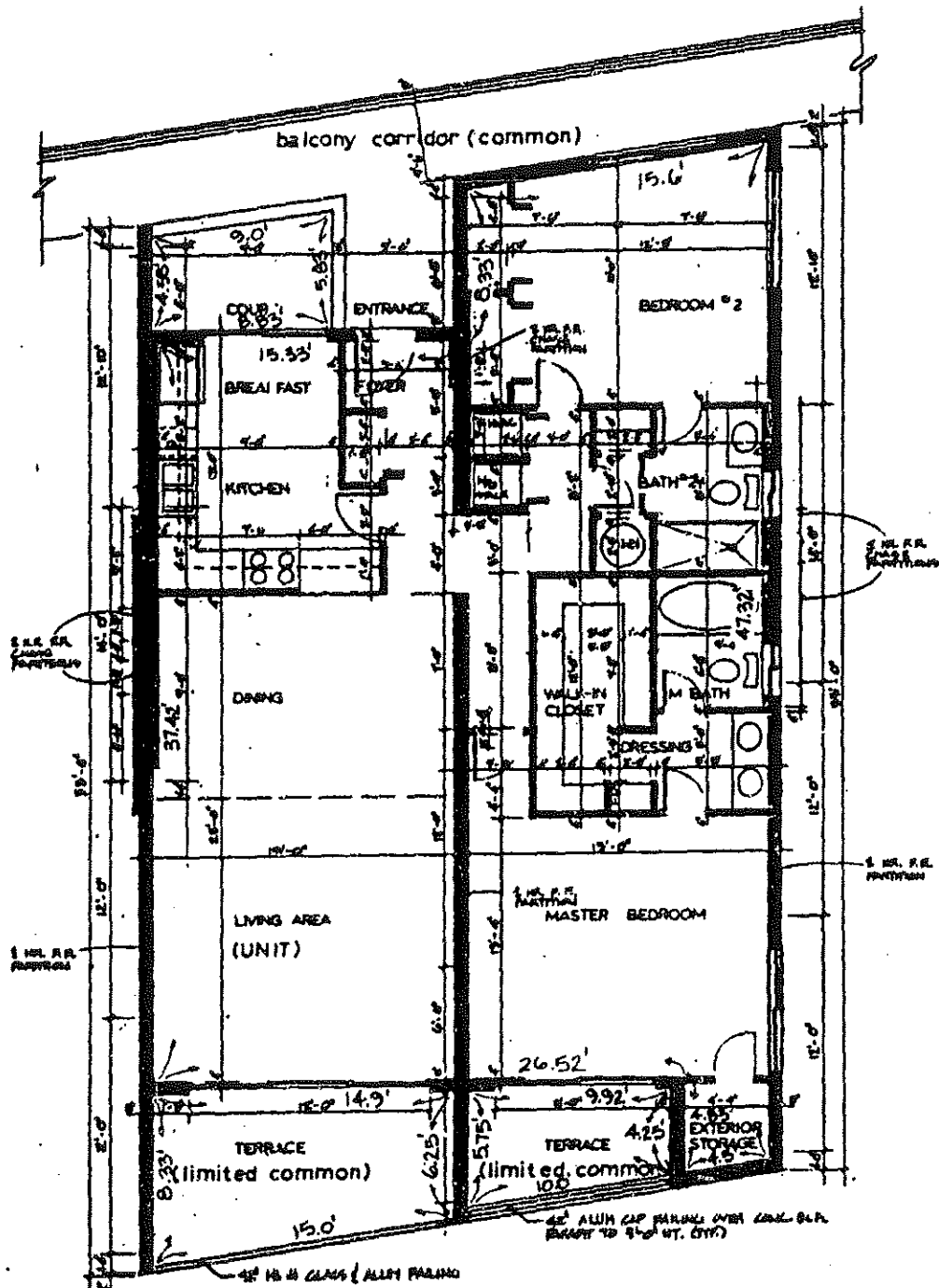
1071 THUMB PT. DRIVE

MT. PLEBS, FLA. 33480

FLA. CERT. # 3163



BOOK 390 PAGE 2482



TYPE: "I"

UNIT NO: F304, F405, F504, & F605

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014

DATE: 6/1/81

REVISED: 12/6/82

SHEET 18 OF 20

W. J. SCHOEPFER P.L.C.

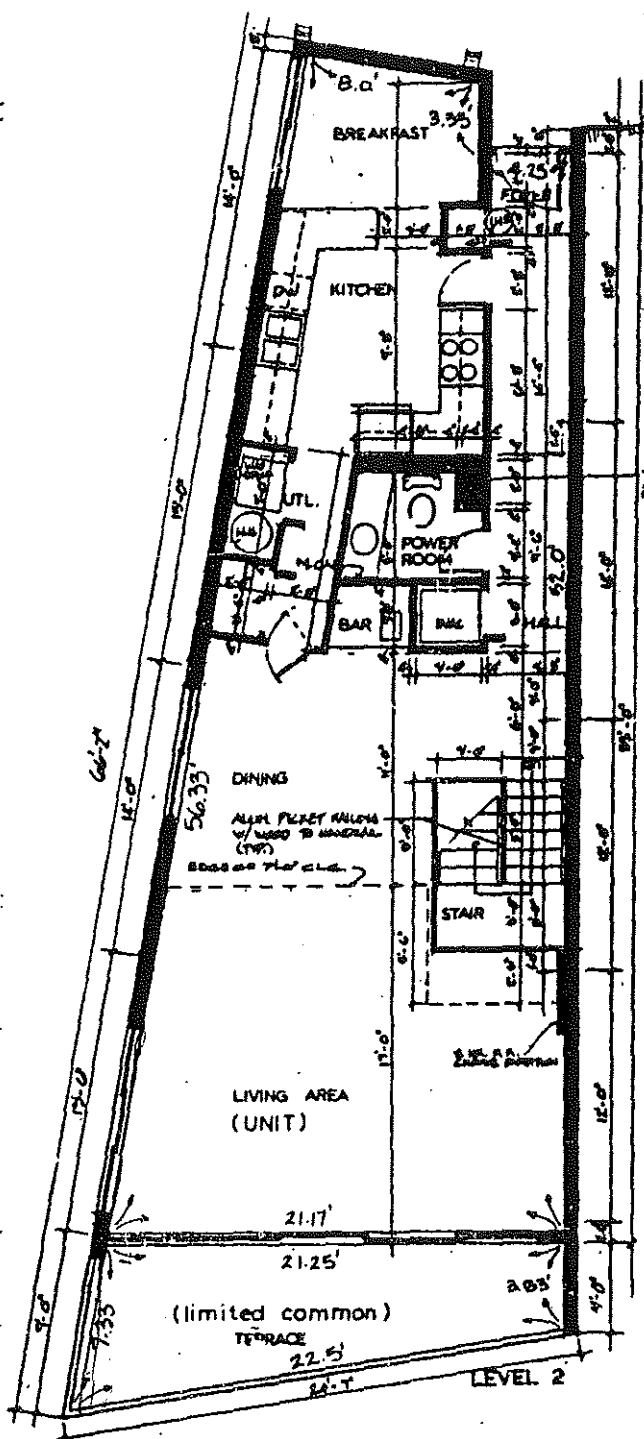
1671 THUMB PT. DRIVE

PT. PIERCE FLA. 33450

FLA. CNT. 8169

0 2.5 5 10 20
Scale in feet

BOOK 390 PAGE 2483



BOOK 390 PAGE 2484

FLOOR PLAN - CABANAS/BATHHOUSE

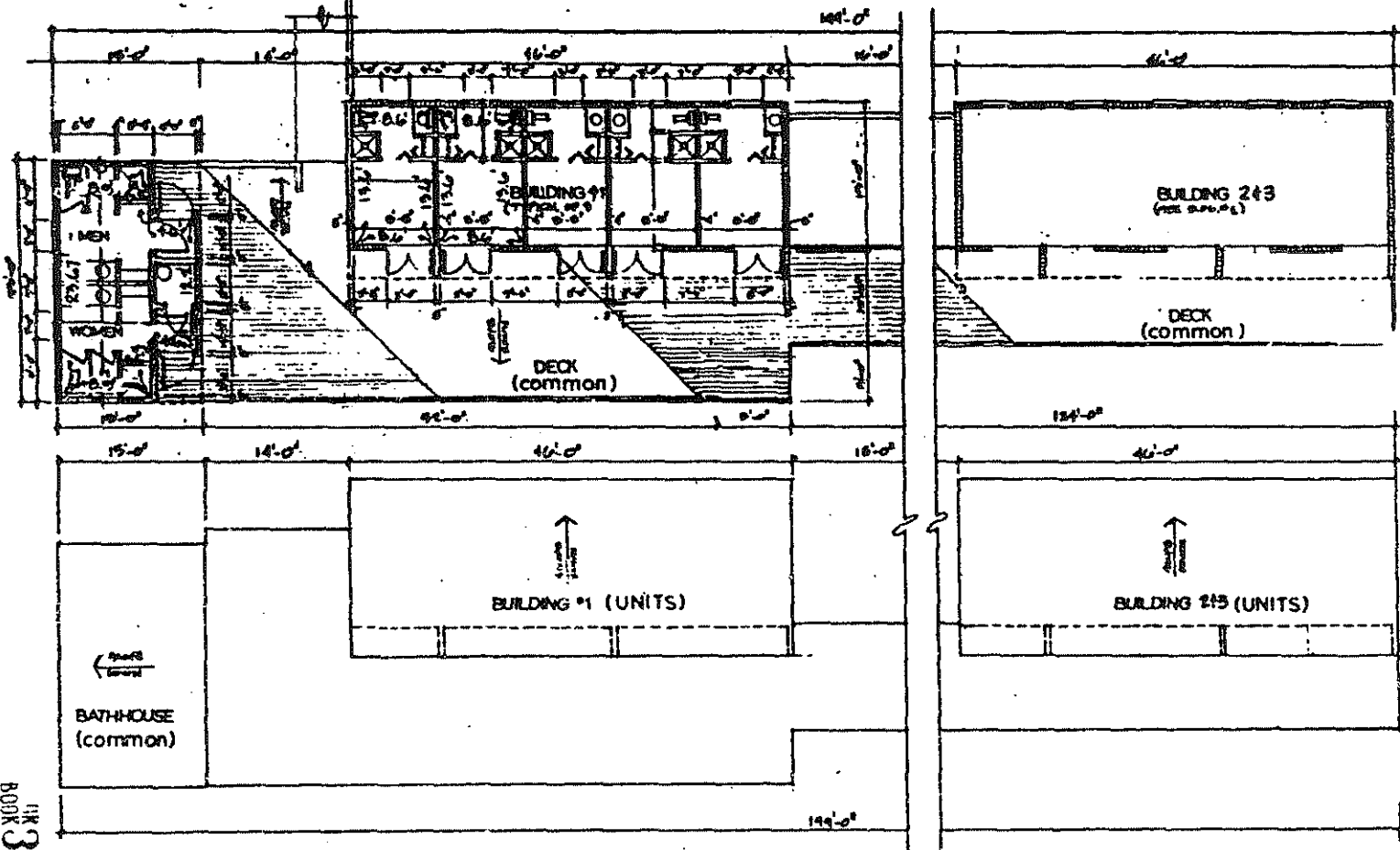


EXHIBIT C TO DECLARATION ESTABLISHING

AVALON BEACH CLUB, A CONDOMINIUM

UNDIVIDED SHARE IN THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS
EXPRESSED AS A PERCENTAGE, APPURTENANT TO EACH UNIT.

| <u>UNIT</u> | <u>UNDIVIDED SHARE (AS TO EACH UNIT)</u> |
|---|--|
| T-101, T-102, T-103 T-104, T-105, T-106 T-107, T-108 | .02785 |
| F-301, F-302, F-303, F-402, F-403, F-404, F-501, F-502, F-503, F-602, F-603, F-604 F-304, F-405, F-504 F-605 | .02418 |
| F-201 | .02097 |
| P-801, T-601, T-401 | .04029 |
| P-802, P-803, P-804, P-805, P-806, P-807, P-808, P-809 | .02981 |
| C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8 C-9, C-10, C-11, C-12, C-13, C-14 | .00066 |
| C-15 | .00076 |

EXHIBIT D TO DECLARATION ESTABLISHING
AVALON BEACH CLUB, A CONDOMINIUM

SHARE OF THE COMMON EXPENSES AND OWNERSHIP OF COMMON SURPLUS OF
UNIT OWNERS, EXPRESSED AS A PERCENTAGE

| <u>UNIT</u> | <u>SHARE OF COMMON EXPENSE AND COMMON SURPLUS (AS TO EACH UNIT)</u> |
|---|---|
| T-101, T-102, T-103, T-104, T-105, T-106, T-107, T-108 | .02785 |
| F-301, F-302, F-303, F-402, F-403, F-404, F-501, F-502, F-503, F-602, F-603, F-604, F-304, F-405, F-504, F-605 | .02418 |
| F-201 | .02097 |
| P-801, T-601, T-401 | .04029 |
| P-802, P-803, P-804, P-805, P-806, P-807, P-808, P-809 | .02981 |
| C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14 | .00066 |
| C-15 | .00076 |

State of Florida



Department of State

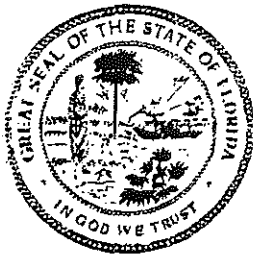
*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

AVALON BEACH CLUB CONDOMINIUM ASSOCIATION, INC.,

*a corporation organized under the Laws of the State of Florida,
filed on December 8, 1982*

The charter number for this corporation is 766031 Non Profit.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of December, 1982.



CER 101

George Firestone
Secretary of State