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Memo

To: Board of Directors
The Village of 800 Condominium Association, Inc.

From: Elizabeth P. Bonan, Esq.

Subject: Amended and Restated Declaration; Amended and Restated Articles of Incorporation; Amended and Restated Bylaws; and Exhibits

Date: July 25, 2019

Enclosed for your safekeeping are the original Amended and Restated governing documents for your Association that have been recorded in the Martin County public records. We have retained a copy for our file.

Should you have any questions, please do not hesitate to call.



AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
The Village of 800 Place, Buildings 1-10

The purpose of this Amended and Restated Declaration of Condominium is to continue the purposes of the Declaration of Condominium for The Village of 800 Place (Building 1), recorded in Official Records Book 414, Page 1447, et. seq., and amended at OR Book 416, Page 473, et. seq., OR Book 468, Page 75, et. seq., OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., the Village of 800 Place (Building 2), recorded in Official Records Book 475, Page 488, et. seq., and amended at OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., The Village of 800 Place (Building 3) recorded in Official Records Book 388, Page 2467, et. seq., and amended at OR Book 396, Page 133, et. seq., OR Book 411, Page 692, et. seq., OR Book 468, Page 75, et. seq., OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., The Village of 800 Place (Building 4) recorded in Official Records Book 388, Page 2554, et. seq., and amended at OR Book 396, Page 140, et. seq., OR Book 411, Page 698, et. seq., OR Book 468, Page 75, et. seq., OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., The Village of 800 Place (Building 5) recorded in Official Records Book 388, Page 2641, et. seq., and amended at OR Book 396, Page 147, et. seq., OR Book 411, Page 705, et. seq., OR Book 468, Page 75, et. seq., OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., The Village of 800 Place (Building 6) recorded in Official Records Book 438, Page 1518, et. seq., and amended at OR Book 468, Page 75, et. seq., OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., The Village of 800 Place (Building 7) recorded in Official Records Book 452, Page 840, et. seq., and amended at OR Book 468, Page 75, et. seq., OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., The Village of 800 Place (Building 8) recorded in Official Records Book 475, Page 566, et. seq., and amended at OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., The Village of 800 Place (Building 9) recorded in Official Records Book 452, Page 765, and amended at OR Book 468, Page 75, et. seq., OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., and The Village of 800 Place (Building 10) recorded in Official Records Book 438, Page

1592, et. seq., and amended at OR Book 468, Page 75, et. seq., OR Book 591, Page 1366, et. seq., OR Book 626, Page 459, et. seq., OR Book 631, Page 1194, et. seq., and OR Book 1951, Page 141, et. seq., in the official records of Martin County, Florida. All provisions of this Amended and Restated Declaration of Condominium and all exhibits hereto shall be construed to be covenants running with the land.

Know All Men By These Presents:

That the Village of 800 Place Condominium Association, Inc., does hereby establish this revised Declaration of Condominium as and for the plan for condominium ownership for the lands and improvements herein described.

ARTICLE I
ESTABLISHMENT OF CONDOMINIUM

Certain real property situate, lying and being in the County of Martin, State of Florida, to-wit:

LEGAL DESCRIPTION
BUILDING NO. 1

Start at the Southwest corner of Lot 10, Block 28, North River Shores Subdivision, Sec. 6, Plat Book 3, page 88, Public Records of Martin County, Florida, said starting point lying on the South line of the North one-half of Government Lot 3, Sec. 32, Twp. 37 South, Range 41 East; thence run S89°36'30"E along said South line of Government Lot 3 a distance of 786.55 feet; thence run S00°02'03"W a distance of 436.70 feet; thence run S85°20'00"W a distance of 130.52 feet; thence run N04°40'00"W a distance of 85.60 feet; thence run N85°20'00"E a distance of 130.52 feet; thence run S04°40'00"E a distance of 85.60 feet to the Point of Beginning. Containing 0.256 acres.

LEGAL DESCRIPTION
BUILDING NO. 2

Start at the Southwest corner of Lot 10, Blk. 28, NORTH RIVER SHORES SUBDIVISION, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One-half of Government Lot 3, Sec. 32. Township 37 South, Range 41

East, thence run S89°36'30"E along said South line a distance of 786.50 feet; thence run S00°02'03"W a distance of 414.58 feet; thence run S42°00'00"W a distance of 11.34 feet to the POINT OF BEGINNING; thence continue to run N48°00'00"E a distance of 130.33 feet; thence run S48°00'00"E a distance of 85.33 feet to the Point of Beginning. Containing 0.255 acres.

LEGAL DESCRIPTION
BUILDING NO. 3

Start at the Southwest corner of Lot 10, Block 28, North River Shores S/D, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said starting point lying on the South line of the North ½ of Gov't Lot 3, Section 32, Township 37 South, Range 41 East, thence run S89°36'30"E along said South line of Gov't Lot 3 a distance of 786.55 feet, thence run S00°02'03"W a distance of 269.43 feet, thence run N47°53'57"W a distance of 9.48 feet for the Point of Beginning; thence run S42°06'03"W a distance of 85.00 feet, thence run N47°53'57"W a distance of 130.00 feet; thence run N42°06'03"E a distance of 85.00 feet, thence run S47°53'57"E a distance of 130.00 feet, to the Point of Beginning. Containing 0.254 acres.

LEGAL DESCRIPTION
BUILDING NO. 4

Start at the Southwest corner of Lot 10, Block 28, NORTH RIVER SHORES S/D, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said starting point lying on the South line of the North ½ of Government Lot 3, Section 32, Township 37 South, Range 41 East, thence run S89°36'30"East along said South line of Government Lot 3 a distance of 786.55 feet; thence run S00°02'03" West a distance of 99.54 feet; thence run N48°06'57" West a distance of 8.17 feet for the Point of Beginning, thence run S41°53'03" West a distance of 85.00 feet; thence run N48°06'57" West a distance of 130.00 feet; thence run N41°53'03" East a distance of 85.00 feet; thence run S48°06'57" East a distance of 130.00 feet to the Point of Beginning. Containing 0.254 acres.

LEGAL DESCRIPTION
BUILDING NO. 5

Start at the Southwest corner of Lot 10, Block 28, NORTH RIVER SHORES S/D, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said starting point lying on the South line of the North ½ of Government Lot 3, Section 32, Township 37 South, Range 41 East, thence run S89°36'30" East along said South line of Government Lot 3 a distance of 548.69 feet, thence run S42°00'30" West a distance of 6.87 feet for the Point of Beginning; thence run S47°51'30" East a distance of 85.00 feet, thence run S42°08'30" West a distance of 130.00 feet, thence run N47°51'30" West a distance of 85.00 feet, thence run N42°08'30" East a distance of 130.00 feet to the Point of Beginning. Containing 0.254 acres.

LEGAL DESCRIPTION
BUILDING NO. 6

Start at the Southwest corner of Lot 10, Block 28, NORTH RIVER SHORES SUBDIVISION, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of Gov't. Lot 3, Sec. 32, Township 37 South, Range 41 East; thence run S89°36'30"E along said South line of Gov't. Lot 3, a distance of 250.13 feet; thence run S48°00'00"E a distance of 7.48 feet for the Point of Beginning; thence continue to run S48°00'00"E a distance of 85.33 feet; thence run S48°00'00"W a distance of 130.33 feet; thence run N48°00'00"W a distance of 85.33 feet; thence run N42°00'00"E a distance of 130.33 feet to the Point of Beginning, containing 0.255 acres.

LEGAL DESCRIPTION
BUILDING NO. 7

Start at the Southwest corner of Lot 10, Block 28, NORTH RIVER SHORES SUBDIVISION, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of

Gov't Lot 3, Sec. 32, Township 37 South, Range 41 East; thence run S89°36'30"E along said South line of Gov't Lot 3, a distance of 84.72 feet; thence run S48°00'00"E a distance of 13.48 feet for the Point of Beginning; thence continue to run S48°00'00"E a distance of 85.33 feet; thence run S42°00'00"W a distance of 130.33 feet; thence run N48°00'00"W a distance of 85.33 feet; thence run N42°00'00"E a distance of 130.33 feet to the Point of Beginning; containing 0.255 acres.

LEGAL DESCRIPTION

BUILDING NO. 8

Start at the Southwest corner of Lot 10, Block 28, NORTH RIVER SHORES SUBDIVISION, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of Government Lot 3, Section 32, Township 37 South, Range 41 East; thence run S00°02'03"W along the East lines of Lots 14 through 17, said Block 28, a distance of 304.30 feet; thence run S37°35'30"E a distance of 5.79 feet to the POINT OF BEGINNING; thence run N52°24'30"E a distance of 85.33 feet; thence run S37°35'30"E a distance of 130.33 feet; thence run S52°24'30"W a distance of 85.33 feet; thence run N37°35'30"W a distance of 130.33 feet to the POINT OF BEGINNING; containing 0.255 acres.

LEGAL DESCRIPTION

BUILDING NO. 9

Start at the Southwest corner of Lot 10, Block 28, North River Shores Subdivision, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of Government Lot 3, Section 32, Township 37 South, Range 41 East; thence run S00°02'03"W a distance of 406.01 feet; thence S80°37'30"E a distance of 227.42 feet; thence run N52°24'30"E a distance of 10.23 feet for the Point of Beginning; thence run N37°35'30"W a distance of 130.33 feet; thence run S52°24'30"W a distance of 85.33 feet; thence run S37°35'30"E a distance of 130.33 feet to the Point of Beginning; containing 0.255 acres.

LEGAL DESCRIPTION
BUILDING NO. 10

Start at the Southwest corner of Lot 10, Block 28, North River Shores Subdivision, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of Government Lot 3, Sec. 32, Township 37 South, Range 41 East; thence run $S00^{\circ}02'03''W$ a distance of 426.28 feet; thence run $S80^{\circ}37'30''E$ a distance of 378.27 feet; thence run $N52^{\circ}24'30''E$ a distance of 16.86 feet for the Point of Beginning; thence continue to run $N52^{\circ}24'30''E$ a distance of 85.33 feet; thence run $N37^{\circ}35'30''W$ a distance of 130.34 feet; thence run $S52^{\circ}24'30''W$ a distance of 85.33 feet; thence run $S37^{\circ}35'30''E$ a distance of 130.34 feet to the Point of Beginning; containing 0.255 acres.

TOGETHER with a non-exclusive easement for ingress and egress over streets, walks and other rights of way located on the following described property:

Begin at a Concrete Monument located at the point where the Northerly Right-of-Way Line of North Fork Road intersects the West Line of Government Lot 3, Section 32, Township 37 South, Range 41 East, and Point of Beginning being the Southeast corner of Lot 17, Block 28, Plat of North River Shores Subdivision, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, and said monument being 1631.97 feet South of the North line of said Section 32; thence run $S80^{\circ}37'32''E$, along the Northerly Right-of-Way Line of North Fork Road, a distance of 266.53 feet to a concrete monument; thence, continuing along said Right-of-Way, run $S35^{\circ}19'32''E$ a distance 28.14 feet; thence, along the Northerly Right-of-Way Line of North Fork Road extension, run $S80^{\circ}37'32''E$ a distance of 404.03 feet; thence by curve to the left, of radius 1,116.28 feet, run a distance of 107.75 feet, as measured along the arc, through a central angle of $5^{\circ}31'50''$; thence run $N0^{\circ}02'03''E$, a distance of 545.46 feet to a point on the South line of the North Half of Government Lot 3, Section 32, Township 37 South, Range 41 East, that is 400 feet Westerly of the Westerly Right-of-Way Line of U.S. Highway No. 1; thence run $N89^{\circ}36'30''W$, along said South Line, a distance of 786.55

feet to the Southwest corner of Lot 10 of said Block 28 of said subdivision; thence run S0°02'03"W, along the East lines of Lots 14 through 17 of said Block 28, a distance 406.01 feet to the Point of Beginning; containing 8.688 acres.

LESS AND EXCEPTING THE PROPERTY DESCRIBED ABOVE AS BUILDINGS 1-10 INCLUSIVE.

This property has been developed to include condominium buildings each containing thirteen (13) APARTMENT UNITS and other appurtenant improvements, known as THE VILLAGE OF 800 PLACE, BUILDINGS 1-10.

The property hereinbefore described, and its improvements, was submitted to condominium ownership and the same condominiums are known and identified as:

THE VILLAGE OF 800 PLACE, BUILDINGS 1-10
(Hereinafter referred to as "CONDOMINIUM" or "CONDOMINIUMS")

ARTICLE II
SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "A" are surveys of the land and graphic description and the plot plan of the improvements constituting the Condominium, identifying the APARTMENT UNITS, common elements, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each apartment unit is identified by specific number on said Exhibit "A," and no area constituting a part of said apartment unit bears the same designation as any other area.

ARTICLE III
PHASED CONSTRUCTION OF CONDOMINIUM

THE VILLAGE OF 800 PLACE was a phased construction project consisting of no more than ten (10) buildings (130 units maximum) with no more than thirteen (13) units per building.

ARTICLE IV
APARTMENT UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The CONDOMINIUMS consist of APARTMENT UNITS, common elements and limited common elements, as said terms are hereinafter defined:

(A) APARTMENT UNITS, as the term is used herein shall mean and comprise the thirteen (13) separate and numbered APARTMENT UNITS which are designated in each building in Exhibit "A" to this DECLARATION OF CONDOMINIUM, excluding all spaces and improvements lying below the undecorated and/or unfinished inner surfaces of the floors and excluding all spaces and improvements lying above the undecorated and/or unfinished inner surfaces of the ceiling, and to the centerline of all perimeter walls of each apartment unit, and further, excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall, partition or perimeter wall for the furnishing of utility services to the APARTMENT UNITS and common elements.

(B) COMMON ELEMENTS, as the term is used herein, shall consist of the land and all improvements of the condominium lying wholly outside of the boundaries of the individual dwelling units as hereinbefore described and defined. Common elements shall also include all load bearing and exterior walls, easements through dwelling units for all pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other dwelling units, and common elements and easements for support in every portion of a dwelling unit which contributes to the support of the improvements wherever located and all other improvements and tangible personal property reasonably considered to be of common use or necessary to the existence and upkeep of the condominium and the safety of the owners, guests, invitees and other persons having access to the condominium, excepting therefrom the Limited Common Elements as further described herein.

(C) LIMITED COMMON ELEMENTS, as the term is used herein, consist of the parking space and a storage area reserved for the exclusive use of the owner of a dwelling unit and assigned to such owner at the time of purchase of such dwelling unit. All terraces and balconies shall also be Limited Common Elements and shall be reserved for the exclusive use of the residents of the dwelling unit adjacent to each of the said terraces or balconies.

ARTICLE V
OWNERSHIP OF APARTMENT UNITS AND APPURTENANT
INTEREST IN COMMON PROPERTY

Each APARTMENT UNIT shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each said Apartment Unit shall own, as an appurtenance to the ownership of each said Apartment Unit, an undivided interest in the Common Elements, the undivided interest appurtenant to each said Apartment Unit being that which is hereinafter specifically assigned thereto in Article XII below.

The percentage of undivided interest in the COMMON ELEMENTS assigned to each APARTMENT UNIT shall not be changed, except with the unanimous consent of all the owners of all the APARTMENT UNITS.

ARTICLE VI
RESTRICTIONS AGAINST FURTHER SUBDIVIDING
OF APARTMENTS AND SEPARATE CONVEYANCE
OF APPURTENANT COMMON PROPERTY

No Apartment unit may be divided or subdivided into a smaller APARTMENT UNIT or smaller APARTMENT UNITS than as shown on Exhibit "A" attached hereto. The undivided interest in the Common Elements declared or to be an appurtenance to each APARTMENT UNIT shall not be conveyed, devised, encumbered or otherwise dealt with separately from said APARTMENT UNIT and the undivided interest in the Common Elements appurtenant to each Apartment unit shall be deemed conveyed, devised, encumbered or otherwise included with the APARTMENT UNIT, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such APARTMENT UNIT. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, or to or upon an APARTMENT UNIT, shall be null, void and of no effect insofar as the same purports to affect any interest in an Apartment Unit and its appurtenant undivided interest in COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire APARTMENT UNIT. Any instrument conveying, devising, encumbering or otherwise dealing with any Apartment Unit which described said APARTMENT UNIT by the APARTMENT UNIT number assigned thereto in Exhibit "A" without limitation or exception, shall be deemed and construed to affect the entire APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

ARTICLE VII
CONDOMINIUM

The APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions and covenants prescribed and established herein governing the use of said APARTMENT UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each APARTMENT UNIT and its appurtenant right to use any LIMITED COMMON ELEMENTS, if such be an

appurtenance, and said APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the land and improvements of the Condominium.

ARTICLE VIII
PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS

The COMMON ELEMENTS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement over such streets, walks and other rights of way serving the units of the condominium as part of the common elements as shall be necessary to provide reasonable access to the public ways, which said easements hereby created, in favor of all of the owners of APARTMENT UNITS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of the services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this article, THE VILLAGE OF 800 PLACE CONDOMINIUM ASSOCIATION, INC., hereinafter identified, shall have the right to establish the rules and regulations governing the use and enjoyment of all COMMON ELEMENTS and Limited Common Elements and pursuant to which the owner or owners of any APARTMENT UNIT may be entitled to the exclusive use of any area or space or spaces.

ARTICLE IX
EASEMENT FOR UNINTENTIONAL
AND NON-NEGLIGENT ENCROACHMENTS

In the event any APARTMENT UNIT shall encroach upon any COMMON ELEMENT for any reason not caused by the purposeful or negligent act of the APARTMENT UNIT owner or owners, or agents of such owner or owners, then an easement appurtenant to such APARTMENT UNIT shall exist for the continuance of such encroachment unto the COMMON ELEMENTS for so long as such encroachment shall naturally exist and, in the event that any portion of the COMMON ELEMENTS shall encroach upon any APARTMENT UNIT, then an easement shall exist for the continuance of such encroachment of the COMMON ELEMENTS into any APARTMENT UNIT for so long as such encroachment shall naturally exist.

ARTICLE X
RESTRAINT UPON SEPARATION AND
PARTITION OF COMMON PROPERTY

Recognizing that the proper use of an APARTMENT UNIT by any owner or owners is dependent upon the use and enjoyment of the COMMON ELEMENTS in

common with the owners of all other APARTMENT UNITS, and that it is in the interest of all owners of APARTMENT UNITS that the ownership of the COMMON ELEMENTS be retained in common by the owners of APARTMENT UNITS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT shall remain undivided, and no owner of any APARTMENT UNIT shall bring or have any right to bring any action for partition or division.

ARTICLE XI RESIDENTS AND PETS

Owners shall be permitted to have no more than two pets. Lessees and guests are not permitted to have pets.

Pets allowed are dogs, cats, and small birds. Dog breeds not allowed are Akita, Staffordshire Terrier (Pit Bull), Rottweiler, Presa Canario, Chow, Wolf Dog, Doberman Pincher or any other breed exhibiting vicious tendencies. Large birds such as Macaws, Amazon parrots, Cockatoos, or any other types that emit loud calls are not allowed.

All residents shall not keep in their unit or on any portion of the condominium property any other animal or pet not authorized by this provision.

While the Association may enact, from time to time, additional rules and regulations regarding pets, all pet owners shall at all times, be governed by and comply with Martin County Code of Ordinances Chapter 9 – Animals.

Unit owners may occupy their unit with their children, but in no event may the permanent residents of any unit exceed the standards listed below:

PERMANENT RESIDENT

1. No more than two (2) permanent occupants per one (1) bedroom unit (i.e.: two (2) adults, or one (1) adult and one (1) child.
2. No more than four (4) permanent occupants per two (2) bedroom unit (i.e.: four (4) adults, three (3) adults and one (1) child, two (2) adults and two (2) children, or one (1) adult and three (3) children.

Unit owners are permitted guests while they are in residence, but in no event shall the total number of persons occupying the unit exceed the standards listed below:

PERMANENT RESIDENTS AND GUESTS

1. No more than a total of four (4) persons per one (1) bedroom unit.
2. No more than a total of six (6) persons per two (2) bedroom unit.

ARTICLE XII

Each Building consists of a three-story structure containing thirteen (13) units:

<u>Units in Three Story Structure*</u>	<u>Interest in Common Elements</u>
1. One Bedroom, One Bath	6.224%
2. One Bedroom, One Bath	6.224%
3. Two Bedroom, Two Bath	8.61%
4. Two Bedroom, Two Bath	8.61%
5. Two Bedroom, Two Bath	8.61%
6. Two Bedroom, Two Bath	8.61%
7. One Bedroom, One Bath	6.224%
8. One Bedroom, One Bath	6.224%
9. Two Bedroom, Two Bath	8.61%
10. Two Bedroom, Two Bath	8.61%
11. Two Bedroom, Two Bath	8.61%
12. Two Bedroom, Two Bath	8.61%
13. Two Bedroom, One Bath	6.224%
TOTAL	100.00 %

*(EXCLUSIVELY COVERING PROPERTY DESCRIBED AND DEDICATED TO CONDOMINIUM OWNERSHIP IN THIS DECLARATION.)

Likewise, each APARTMENT UNIT shall have appurtenant thereto the same undivided interest in and to the LIMITED COMMON ELEMENTS, subject, however, to the exclusive right of use of the LIMITED COMMON ELEMENT OR ELEMENTS, which may be assigned as an appurtenance to a particular APARTMENT UNIT.

ARTICLE XIII
EASEMENT FOR AIR SPACE

The owner of each APARTMENT UNIT shall have an exclusive easement for the use of the air space occupied by said APARTMENT UNIT as it exists at any particular time and as said APARTMENT UNIT may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

ARTICLE XIV
ADMINISTRATION OF CONDOMINIUMS BY ASSOCIATION

In order to provide for the efficient and effective administration of the CONDOMINIUMS by the owners of APARTMENT UNITS, a not-for-profit corporation known and designated as THE VILLAGE OF 800 PLACE CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as "Association"), has been organized, and said corporation shall administer the operation and management of the CONDOMINIUMS, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this DECLARATION OF CONDOMINIUM, and in accordance with the terms of the Articles of Incorporation of the ASSOCIATION, its By-Laws and Rules and Regulations promulgated by the ASSOCIATION from time to time. A true copy of said Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "B" and "C" respectively. The owner or owners of each APARTMENT UNIT shall automatically become members of the ASSOCIATION upon his, their, or its acquisition of any ownership interest in title to any APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and the membership of each owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such APARTMENT UNIT, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any APARTMENT UNIT shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of the CONDOMINIUMS, the ASSOCIATION shall have, and is hereby granted, the authority and power to enforce the provisions of this DECLARATION OF CONDOMINIUM, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the apartment units,

common elements and limited common elements, as a Board of Directors of the Association may deem to be in the best interests of the CONDOMINIUMS.

ARTICLE XV
RESIDENTIAL USE RESTRICTIONS
APPLICABLE TO APARTMENT UNITS

Each APARTMENT UNIT is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any APARTMENT UNIT shall permit use of the same for transient hotel or commercial purposes.

ARTICLE XVI
USE OF APARTMENT UNITS, COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS SUBJECT TO RULES OF ASSOCIATION

The use of COMMON ELEMENTS by the owner or owners of any APARTMENT UNITS and all other parties authorized to use the same, and the use of all APARTMENT UNITS and the LIMITED COMMON ELEMENTS by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION.

The Recreation Facility (Clubhouse, Swimming Pool, Tennis Court) and its surrounding areas shall be open at the times set forth in the Rules and Regulations. Rules and regulations regarding the use of these facilities shall be adopted and amended by the Association as the need arises.

MOTOR VEHICLES: The Condominium Association shall establish rules and regulations concerning the use of, and the parking on, condominium property. The Association shall have the power to remove such vehicles as violate said rules. The removal shall be at the sole expense of the violator or unit owner responsible. If any vehicle shall appear to be in such a state of disrepair that it affects the attractiveness of the condominium as a whole, it shall be removed at the sole expense of the unit owner responsible.

ARTICLE XVII
THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES
RESTRICTIONS AGAINST NUISANCE, ETC.

No immoral, improper, offensive or unlawful use shall be made of any APARTMENT UNIT or of the COMMON ELEMENTS, or of the LIMITED COMMON ELEMENTS, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be

observed. No owner of any APARTMENT UNIT shall permit or suffer anything to be done or keep anything in his APARTMENT UNIT, or on the COMMON ELEMENTS or on the LIMITED COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other owners or occupants of other APARTMENT UNITS, or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of an APARTMENT UNIT or which interferes with the peaceful possession and proper use of any other APARTMENT UNIT, or the COMMON ELEMENTS, or the LIMITED COMMON ELEMENTS. Smoking is prohibited within the COMMON ELEMENT courtyard of each CONDOMINIUM building.

ARTICLE XVIII
RIGHT OF ENTRY INTO APARTMENT UNIT IN EMERGENCY

In case of any emergency originating in or threatening any APARTMENT UNIT, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the ASSOCIATION, or any other person authorized by it, or the Managing Agent, shall have the right to enter such APARTMENT UNIT for the purpose of remedying or abating the cause of such emergency, and such right to entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each APARTMENT UNIT, as required by the Association, shall deposit under the control of the ASSOCIATION, a key to such APARTMENT UNIT.

ARTICLE XIX
RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any APARTMENT UNIT for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS, or to go upon any LIMITED COMMON ELEMENT for such purpose, the owner of each APARTMENT UNIT shall permit the duly constituted and authorized Agent of ASSOCIATION, to enter such APARTMENT UNIT, or to go upon the LIMITED COMMON ELEMENTS, constituting an appurtenance to any such APARTMENT UNIT, for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

ARTICLE XX
LIMITATION UPON RIGHT OF OWNERS TO ALTER
AND MODIFY APARTMENT UNITS

No owner of an APARTMENT UNIT shall permit there to be any structural modifications or alterations in such APARTMENT UNIT without first obtaining the written consent of the ASSOCIATION, which consent may be withheld in the event

that a majority of the Board of Directors of said Corporation determine in their sole discretion that such structural modifications or alterations would adversely affect the CONDOMINIUM or in any manner be detrimental to the CONDOMINIUM in part or in its entirety. If the modification or alteration desired by the owner of any APARTMENT UNIT involves the removal of any permanent interior partition, the ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON ELEMENTS located therein. No owner shall cause any balcony abutting his APARTMENT UNIT to be enclosed or cause any improvements or changes to be made to the exterior of the APARTMENT UNIT, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the CONDOMINIUM, or in any manner change the appearance of any portion of the building not within the walls of such APARTMENT UNIT, without the written consent of the Board of Directors of the ASSOCIATION being first had and obtained. Provided, however, an owner of an APARTMENT UNIT may install a satellite dish or antennae less than one meter in diameter for the reception of video programming in any area within his exclusive use and control in accordance with the regulations of the Federal Communications Commission.

Notwithstanding anything contained hereinabove, each APARTMENT UNIT owner shall have the right to enclose his/her balcony, but only in accordance with the uniform guidelines set forth by the Association.

All Limited Common Elements, porches, balconies, stairs, terraces, walkways and access areas shall be kept in a neat and orderly condition. No boxes, bags, trash or other personal items shall be allowed to be placed in or on Common Elements except as allowed by rule of the Board. No items shall be placed in or on the Common Elements that impede ingress or egress or which may pose a safety hazard.

ARTICLE XXI
RIGHT OF ASSOCIATION TO ALTER AND IMPROVE
PROPERTY AND ASSESSMENT THEREFOR

The ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON ELEMENTS, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of APARTMENT UNITS subject to assessments as hereinafter set forth. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of an APARTMENT UNIT requesting the

same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the APARTMENT UNIT or APARTMENT UNITS exclusively or substantially exclusively benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors of the ASSOCIATION.

ARTICLE XXII
MAINTENANCE AND REPAIR BY OWNERS

Every owner must keep and maintain his APARTMENT UNIT, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his APARTMENT UNIT, which, if omitted, would affect the CONDOMINIUM in its entirety, or in a part belonging to other owners being expressly responsible for the damages and liabilities which his failure to do so may engender. Notwithstanding anything contained in this declaration, the owner of each APARTMENT UNIT shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and screens, exterior doors, door frames and hardware, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections serving only his APARTMENT UNIT as required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his APARTMENT UNIT, wherever situated. Such owner shall further be responsible and liable for maintenance, repair and replacement of all non-supporting walls and partitions, and any and all wall, ceilings and floor exterior surfaces, painting, decorating and furnishing, and all other accessories which such owner may desire to place or maintain in his APARTMENT UNIT. Whenever the maintenance, repair and replacement of any items for which the owner of an APARTMENT UNIT is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the ASSOCIATION, the proceeds of the insurance received by the ASSOCIATION, or the Insurance Trust hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement; additionally, any portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement shall be paid in accordance with Florida Statute §718.111(11)(j)(2018), as amended from time to time. It is expressly understood that there are appurtenant to APARTMENT UNITS air conditioning equipment that may be located on COMMON ELEMENTS or LIMITED COMMON ELEMENTS. Such air conditioning equipment, wherever located, shall be the maintenance, repair and replacement responsibility of the owner of the APARTMENT UNIT. An easement is expressly reserved in favor of each such APARTMENT UNIT for the purpose of maintenance, repair or

replacement of the said air conditioning equipment for the respective owners as is required hereinabove.

ARTICLE XXIII
MAINTENANCE AND REPAIR OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS BY ASSOCIATION

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, except as expressly provided above, more particularly in ARTICLE XXII hereof; the ASSOCIATION shall maintain, repair and replace all portions of an APARTMENT UNIT contributing to the support of the apartment building, which portion shall include, but not be limited to, the outside walls of the apartment building, its exterior boundary walls, floor and ceiling concrete slabs, load bearing columns and load bearing walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which serve more than one APARTMENT UNIT and are contained in the portion of the apartment building maintained by the ASSOCIATION; and all such facilities contained within an APARTMENT UNIT which services other parts of the CONDOMINIUM property other than the APARTMENT UNIT within which they are contained.

Should any incidental damage be caused to any APARTMENT UNIT by virtue of any work which may be done or caused to be done by the ASSOCIATION in the maintenance, repair or replacement of any COMMON ELEMENTS, the ASSOCIATION shall, at its expense, repair such incidental damage.

ARTICLE XXIV
PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OF
APARTMENT UNIT AND SEPARATE INSURANCE COVERAGE, ETC.

The owner of each APARTMENT UNIT may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's APARTMENT UNIT, or upon the COMMON ELEMENTS, or LIMITED COMMON ELEMENTS. All such insurance obtained by the owner of each APARTMENT UNIT shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of APARTMENT UNITS, the ASSOCIATION, and the respective servants, agents and guests of said other owners and the ASSOCIATION. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the owner of each APARTMENT UNIT, or which may be

stored in any APARTMENT UNIT, or in, to or upon COMMON ELEMENTS or LIMITED COMMON ELEMENTS shall be borne by the owner of each such APARTMENT UNIT. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all owners of all APARTMENT UNITS shall be covered by such insurance as shall be maintained in force and effect by the ASSOCIATION as hereinafter provided. The owner of an APARTMENT UNIT shall have no personal liability for any damage caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS. The owner of an APARTMENT shall be liable for injuries or damages resulting from an accident in his own APARTMENT UNIT to the same extent and degree that the owner of a house shall be liable for an accident occurring within the house.

ARTICLE XXV
INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION; INSURANCE
TRUSTEE, APPOINTMENT AND DUTIES;
USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by the ASSOCIATION covering the CONDOMINIUM, meaning the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and the operation and management thereof, to-wit:

(A) Casualty insurance covering all of the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils including windstorm endorsement, and (ii) such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including vandalism, malicious mischief and such other insurance coverage as and to the extent available, which may, from time to time, be deemed by the Board of Directors of the ASSOCIATION to be necessary and proper and in the best interests of the ASSOCIATION and the owners therein; All such insurance shall be obtained in accordance with Florida Statutes §718.111(11)(2018) as amended from time to time.

(B) Public Liability and property damage insurance in such amounts and in such form as shall be required by the ASSOCIATION to protect said ASSOCIATION and the owners of all APARTMENT UNITS, including such insurance coverage as and to the extent

available, which may, from time to time, be deemed by the Board of Directors of the ASSOCIATION to be necessary and proper and in the best interests of the ASSOCIATION and the owners therein;

(C) Workmen's Compensation insurance to meet the requirements of law;

(D) Such other insurance coverage, other than title insurance, as the Board of Directors of the ASSOCIATION, in its sole discretion, may determine from time to time to be in the best interests of the ASSOCIATION and the owners of all of the APARTMENT UNITS.

All liability insurance maintained by the ASSOCIATION shall contain cross-liability endorsements to cover liability of all owners of APARTMENT UNITS as a group to each APARTMENT UNIT owner.

All insurance coverage authorized to be purchased shall be purchased by the ASSOCIATION for itself and for the benefit of all of the owners of all APARTMENT UNITS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to the Association if an Insurance Trustee is not appointed, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the ASSOCIATION and all owners of all APARTMENT UNITS, and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The ASSOCIATION IS HEREBY DECLARED TO BE AND APPOINTED AS Authorized Agent for all of the owners of all APARTMENT UNITS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by the ASSOCIATION, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the ASSOCIATION.

The ASSOCIATION shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers or a certified public accountant licensed and doing business in the State of Florida. If after reasonable efforts, a banking institution or certified public accountant cannot be retained to serve as Insurance Trustee, then the Board of Directors will act as the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of the ASSOCIATION and the owners of all APARTMENT UNITS, and their respective Mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. The ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of APARTMENT UNITS and their Mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of the ASSOCIATION, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee the name or names of the owners of each APARTMENT UNIT, the name or names of the Mortgagee or Mortgagees who may hold a mortgage or mortgages encumbering each APARTMENT UNIT, and the respective percentages of any distribution which may be required to be made to the owner or owners of any APARTMENT UNIT or APARTMENT UNITS, and his or their respective Mortgagee or Mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering an APARTMENT UNIT shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any APARTMENT UNIT or APARTMENT UNITS, and their respective Mortgages, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty or insurance proceeds are authorized to be distributed to the owner or owners of any APARTMENT UNIT or APARTMENT UNITS and their respective Mortgagee or Mortgagees by reason of loss of or damage to personal property constituting a part of COMMON ELEMENTS and as to which a determination is made not to repair, replace or restore such personal property.

All reconstruction work after a casualty loss and the apportionment of the uninsured cost thereof shall be undertaken in accordance with Florida Statute 718.111(11)(2018) as amended from time to time.

Notwithstanding anything herein contained, should any claim or the proceeds of any settlement of an insurance claim be less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), then such sum need not be deposited with the Insurance Trustee, but rather shall be paid directly to the ASSOCIATION to be distributed in accordance with the terms of this Article.

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

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any Tax or Special Assessment against the CONDOMINIUM as a whole, as opposed to levying and assessing such Tax or Special Assessment against each APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by ASSOCIATION, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible, in the estimated Annual Budget of the ASSOCIATION, or shall be separately levied and collected as an assessment by the ASSOCIATION against all of the owners of all APARTMENT UNITS and said APARTMENT UNITS if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by the ASSOCIATION in the event that such Tax or Special Assessment is levied against the CONDOMINIUM as a whole, instead of as against each separate APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, shall be apportioned among the owners of all APARTMENT UNITS so that the amount of such Tax or Special Assessment so paid or to be paid by the ASSOCIATION and attributable to and to be paid by the owner or owners of each APARTMENT UNIT shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT bears to the total undivided interest in COMMON ELEMENTS appurtenant to all APARTMENT UNITS. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by the taxing authority to the APARTMENT UNITS and appurtenant undivided interest in COMMON ELEMENTS, then the assessment by the ASSOCIATION, which shall include the proportionate share of such Tax or Special Assessment, and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, regardless of the date of

the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS.

All personal property taxes levied or assessed against personal property owned by the ASSOCIATION shall be paid by said Association and shall be included as a common expense in the Annual Budget of the ASSOCIATION.

In apportionment of any Tax or Special Assessment in accordance with the provisions of this Article XXVI, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a LIMITED COMMON ELEMENT which may be an appurtenance to any APARTMENT UNIT.

ARTICLE XXVII SALE OR LEASE OF CONDOMINIUM UNITS

Notwithstanding the following, in no event may any APARTMENT UNIT owner acquiring title to an APARTMENT UNIT after the effective date of this amendment lease the APARTMENT UNIT at any time during the first eighteen (18) months following the day the APARTMENT UNIT owner acquires title to the APARTMENT UNIT.

Leasing and Transfer of Ownership of Units. The following shall apply to the leasing and transfer of ownership of Apartment Units:

A. General Provisions

(1) Application Form. The Association is vested with the authority to prescribe an application form that may require specific personal, social, financial and other data related to the intended lessee, purchaser, and occupants, and relating to the "new owners" in the case of transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, lessee, occupants or "new owners" within the time limits extended to the Association for that purpose. The application shall be completed and submitted to the Association along with and as an integral part of the notice of intended transfer.

(2) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. So long as and only so long as prohibited by law at that particular time, there shall be no transfer fee in

connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

(3) Unapproved Transfers. Any transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.

(4) Exception for Institutional Mortgagees. An institutional mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an owner as a result of a foreclosure sale of a mortgage held by an institutional mortgagee, shall be exempt from the requirements below. However, this subsection shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in non-compliance with the provisions of the Association documents and rules and regulations of the Association; nor shall the grantee (other than another institutional mortgagee) of the foregoing be exempt from the requirements below.

(5) Special Remedy. All leases shall be deemed to contain the remedy and procedures of the Association as provided herein.

B. Leasing of Units. A Unit Owner may lease only his entire Apartment Unit, and then only in accordance with this section, after receiving the approval of the Association. For purposes of this Article XXVII, "lease" shall be deemed to include lease, rental, license, or any temporary occupancy agreement, such as AirBNB, Vacation Rentals By Owner or home swapping arrangement.

(1) Notice by the Owner. An Owner intending to lease his Apartment Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee and his or her spouse and other intended occupant, as a condition of approval.

(2) Approval. After the required notice and all information, transfer fees, and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If

the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

(3) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

(i) The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board of Directors;

(ii) The Owner has a history of leasing his or her Apartment Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Apartment Unit;

(iii) The real estate company or agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

(iv) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

(v) The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;

(vi) The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

(vii) The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

(viii) The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required transfer fee is not paid or the owner fails to give proper notice of his intention to lease his Apartment Unit to the Board of Directors.

(4) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Directors at its' election, may approve or disapprove the lease.

(5) Sub-Leasing; Renting Rooms. Sub-leasing of a Apartment Unit shall absolutely be prohibited. Furthermore, no rooms shall be rented in any Apartment Unit. The intention is that only entire Apartment Units may be rented and Apartment Units may not be sublet.

(6) Lease Restrictions. No lease shall be made with a lease term which is less than sixty (60) days duration. No more than two (2) leases per calendar year. Any temporary occupancy agreement such as AirBNB, Vacation Rentals By Owner or home swapping arrangement, shall be deemed to be a lease and must be in compliance with this Article.

(7) Guests. Guests of a Unit Owner occupying a Unit when the Unit Owner is not present for more than thirty (30) days shall be deemed tenants and must be approved as tenants under this provision.

(8) Security Deposit. The Association may also require a deposit to be placed with the Association and held by it as a security against a tenant damaging the Common Elements in accordance with the Act.

C. Transfer of Ownership of Units. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and piece of mind for all residents, the transfer of the ownership of an Apartment Unit shall be subject to the following provisions:

(1) Sale or Gift. No Owner may dispose of an Apartment Unit or any interest in the Apartment Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors;

- (2) Devise or Inheritance. If an Owner acquires his title by devise or inheritance, his or her right to occupy or use the Apartment Unit shall be subject to the approval of the Board of Directors.
- (3) Other Transfers. If any person acquires title in any manner not considered in the foregoing sections 1 or 2, that person shall have no right to occupy or use the Apartment Unit before being approved by the Board of Directors under the procedures outlined below;
- (4) Notice to the Association – Sale or Gift. An Owner intending to make a sale or gift of his Apartment Unit, or any interest in the Apartment Unit, shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser or donee and his or her spouse or other intended occupants as a condition of approval.
- (5) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use right until approved by the Board.
- (6) Demand. With the notice required above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract or, if no contract is involved, for the fair market value of the unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the notice.
- (7) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in the Apartment Unit, or making a gift of the Apartment Unit, such failure shall create a rebuttable presumption that the seller and the purchaser or Owner making the gift, intend to violate the covenants of this Declaration and shall constitute good cause for the Association's disapproval.

(8) Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearance and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a certificate of approval executed by the President or Vice President of the Association in recordable form and delivered to the transferee. If the Board neither approves or disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a certificate of approval to the transferee.

(i) Disapproval

(i) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- A) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- B) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcy, foreclosures or bad debts;
- C) The application for approval on its face indicates that the person seeking approval or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;
- D) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights of the property of others;
- E) The person seeking approval or intended occupants have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association by his conduct on the property as a

tenant, owner or occupier of an Apartment Unit, or such attitude at the personal appearance before the Board or its designee;

F) The person seeking approval has failed to provide the information, fees or appearance as required to process the application in a timely manner, or provided false information during the application process.

(ii) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth above for an approved alternate purchaser, then within thirty (30) days after the Board meeting which the disapproval took place, the Board shall deliver, in writing, to the Owner or transferee (hereinafter "the seller") the name of an approved purchaser who will purchase the Apartment Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisals, one selected by the seller and the other by the Association. The cost of the appraisals and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Association assessments and charges shall be pro rated for the year of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages;

(iii) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his or her purchase, then the original proposed purchase shall be deemed to be approved,

despite the Board's former disapproval and upon demand, the certificate of approval shall be issued.

(D) No person, individually or as a shareholder or member of an entity, or together with another person, entity or shareholder or member of an entity, shall own or otherwise have an interest in more than two (2) APARTMENT UNITS at any one time. No entity by itself, or together with another person, entity or shareholder or member of an entity, shall own or otherwise have an interest in more than two (2) APARTMENT UNITS at one time. The term entity includes, but is not limited to, a corporation, partnership, joint venture, limited liability company, limited partnership, general partnership, professional association and/or sole proprietorship. Institutional lenders, purchasers of tax certificates and owners which own APARTMENT UNITS prior to October 29, 2004, and their successors and/or assigns, shall be exempt from this restriction.

ARTICLE XXVIII
ASSOCIATION TO MAINTAIN REGISTRY
OF OWNERS AND MORTGAGEES

The ASSOCIATION shall, at all times, maintain a Register setting forth names of the owners of all of the APARTMENT UNITS and in the event of the sale or transfer of any APARTMENT UNIT to a third party, the Purchaser or Transferee shall notify the ASSOCIATION in writing of his interest in such APARTMENT UNIT together with such recording information as shall be pertinent to identify the instrument by which such Purchaser or Transferee has acquired his interest in any APARTMENT UNIT. Further, the owner of each APARTMENT UNIT shall at all times notify the ASSOCIATION of the names of the parties holding any mortgage or mortgages on any APARTMENT UNIT, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any APARTMENT UNIT may, if he or it so desires, notify the ASSOCIATION of the existence of any mortgage or mortgages held by such party on any APARTMENT UNIT, and upon receipt of such notice, the ASSOCIATION shall register in its records all pertinent information pertaining to the same.

ARTICLE XXIX
ASSESSMENT: LIABILITY, LIEN AND ENFORCEMENT

The ASSOCIATION is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all APARTMENT UNITS. In order to administer properly the operation and management of the project, the ASSOCIATION will incur for the mutual benefit of all the owners of APARTMENT UNITS, costs and expenses which will be continuing or non-reoccurring costs, as the

case may be. To provide the funds necessary for such proper operation and management, including the exercise of any right of first refusal to purchase or lease, as herein provided, and including the maintenance of areas and functions performed outside the Condominium Property, the ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all APARTMENT UNITS and said APARTMENT UNITS. In furtherance of said grant of authority to the ASSOCIATION, to make, levy and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUMS, the following provisions shall be operative and binding upon the owners of all APARTMENT UNITS, to-wit:

A. All assessments for COMMON EXPENSES for operation, maintenance and management of the CONDOMINIUMS levied against the UNIT OWNERS shall be made proportionate to the UNIT OWNERS' shares in the common elements.

1. All of said assessments shall be without, however, in any event, increase or diminution for the existence or lack of existence of any exclusive right to use an area constituting a LIMITED COMMON ELEMENT which may be an appurtenance to any APARTMENT UNIT. Should the ASSOCIATION be the owner of any APARTMENT UNIT or APARTMENT UNITS in the Condominium, the assessments which would otherwise be due and payable to the ASSOCIATION by the owner of such APARTMENT UNIT or APARTMENT UNITS, reduced by the amount of income which may be derived from the leasing of such APARTMENT UNIT or APARTMENT UNITS by the ASSOCIATION, shall be apportioned, and the assessments therefor shall be levied among the owners of all APARTMENT UNITS in the Condominium which are not owned by the ASSOCIATION. The said assessments made against each APARTMENT UNIT and the owners thereof shall be made in the same manner as heretofore provided in this Article XXIX for assessments levied for COMMON EXPENSES for maintenance and management of the Condominium.

2. "COMMON SURPLUS", meaning all funds and other assets of the ASSOCIATION (including, but not limited to, assessments, rents, profits and revenues from whatever source whatsoever, over amount of COMMON EXPENSES), shall be owned by the owners of all APARTMENT UNITS in the Condominiums, and the share of the "COMMON SURPLUS" of each owner or owners of each APARTMENT UNIT shall be as stated and provided heretofore in this Article XXIX for assessments; provided, however, that said "COMMON SURPLUS" shall be held by the ASSOCIATION in the manner, and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said "COMMON SURPLUS". Except for distribution of any insurance indemnity herein provided, or termination of the Condominium, any distribution of "COMMON SURPLUS" which may be made from time to time shall be

made to the then owners of APARTMENT UNITS in accordance with their said share in the "COMMON SURPLUS" as declared herein.

B. The assessment levied against the owner of each APARTMENT UNIT and his APARTMENT shall be payable in quarterly or monthly installments, or in such other installments and at such time as may be determined by the Board of Directors of the Association.

C. The Board of Directors of the ASSOCIATION shall establish an Annual Consolidated Budget in advance for each fiscal year which shall commence with the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUMS, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected and anticipated income, which is to be applied in the reduction of the amounts required to be collected as assessments each year. Upon adoption of such Annual Consolidated Budget pursuant to procedure as set out in Article VI, section 2 of the Bylaws by the Board of Directors of the ASSOCIATION, copies of said Budget shall be delivered to each owner of an APARTMENT UNIT and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the cost of operation and management of the CONDOMINIUMS as aforesaid, or in the event of emergencies, the said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of the ASSOCIATION, in establishing said Annual Consolidated Budget for operation, management and maintenance of the CONDOMINIUMS shall include therein a sum to be collected for maintenance as a Reserve Fund for replacement of COMMON ELEMENTS and LIMITED COMMON ELEMENTS, which Reserve Fund shall be for the purpose of enabling the ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as well as for replacement of personal property which may constitute a portion of the COMMON ELEMENTS held for the joint use and benefit of all of the owners of the APARTMENT UNITS. The amounts to be allocated to such Reserve Fund for replacements shall be established by said Board of Administration so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of said COMMON ELEMENTS and LIMITED COMMON ELEMENTS. Provided, however, that upon a majority vote at a duly called meeting of the members, no reserves or less reserves than required by this provision may be included in the Annual Consolidated Budget. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a

separate account by the ASSOCIATION, although, if so approved by a majority vote at a duly called meeting of the members, nothing herein contained shall limit the ASSOCIATION from applying any monies in such Reserve Fund for Replacements to meet other needs or requirements of the ASSOCIATION in operating or managing the CONDOMINIUMS in the event of emergencies, or in the event that the sums collected from the owners of APARTMENT UNITS are insufficient to meet the then fiscal financial requirements of the ASSOCIATION, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefore if deemed to be preferable by the Board of Directors of the ASSOCIATION in the sole discretion of said Board of Directors.

E. The Board of Directors of the ASSOCIATION in establishing an Annual Consolidated Budget for operation, management and maintenance of the CONDOMINIUMS, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of APARTMENT UNITS, as a result of emergencies, or for other reasons placing financial stress upon the Corporation.

F. All monies collected by ASSOCIATION shall be treated as a separate property of said ASSOCIATION, and such monies may be applied by said ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUMS, and to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and Bylaws of the ASSOCIATION. Monies for any assessment paid into the ASSOCIATION by any owner of an APARTMENT UNIT may be commingled with monies paid to the ASSOCIATION by other owners of APARTMENT UNITS within the condominium. Although all funds and other assets of the ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS, shall be held for the benefit of the members of the ASSOCIATION, no member of said Corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his APARTMENT UNIT. When the owner of an APARTMENT UNIT shall cease to be a member of the ASSOCIATION by reason of the divestment of his ownership of such APARTMENT UNIT, by whatever means, the ASSOCIATION shall not be required to account to such owner for any share of the funds or assets of the ASSOCIATION, or which may have been paid to said ASSOCIATION by such owner, as all monies which any owner has paid to the ASSOCIATION shall be and constitute an asset of said Corporation which may be used in the operation and management of the CONDOMINIUMS.

G. The payment of any assessment or installment thereof due to the ASSOCIATION shall be in default if not paid into the ASSOCIATION on or before the

due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the ASSOCIATION shall bear interest at the highest rate allowed by law until such delinquent assessment, or installment thereof, and all interest due thereon, has been paid in full to the ASSOCIATION. Additionally, the Association may charge a late fee in accordance with Florida Statute §718.116(3)(2018) as amended from time to time. If any assessment, or any installment thereof, shall not be paid within thirty (30) days of the due date, the Association may declare the entire assessment immediately due and payable.

H. The owner or owners of each APARTMENT UNIT shall be personally liable, jointly and severally, as the case may be, to the ASSOCIATION for the payment of all assessments, regular or special, which may be levied by the ASSOCIATION while such party or parties are owner or owners of an APARTMENT UNIT in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the ASSOCIATION, such owner or owners of any APARTMENT UNIT shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, late fees, and for all cost of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of an APARTMENT UNIT may exempt himself from liability for any assessment levied against such owner and his APARTMENT UNIT by waiver of the use or enjoyment of any of the COMMON ELEMENTS, or any service or services furnished to same and/or to the APARTMENT UNITS, or by abandonment to the APARTMENT UNIT, or in any other manner.

J. The ASSOCIATION is hereby granted a lien upon each APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS and, if applicable, upon an exclusive right to use an area constituting LIMITED COMMON ELEMENTS which may be appurtenant to any such APARTMENT UNIT. The lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each APARTMENT UNIT. The lien also secures interest, if any, which may be due on the amount of any delinquent assessments owing to the ASSOCIATION. The lien also secures all costs and expenses, including a reasonable attorney's fee, which may be incurred by the ASSOCIATION in enforcing the lien. The lien granted to the ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien also secures advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the highest rate allowed by law on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any APARTMENT UNIT, or who may be

given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the ASSOCIATION, and shall acquire such interest in any APARTMENT unit expressly subject to such lien.

K. The lien herein granted unto the ASSOCIATION shall be effective from and after the time of recording in the public records of Martin County, Florida, a claim of lien stating the description of the APARTMENT UNIT encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been paid in full. Such claims of lien shall include assessments which are due and payable when the claim of lien is recorded, assessments which accrue subsequently, interest, late fees, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the ASSOCIATION'S claim of lien, except that the lien of the ASSOCIATION for Tax or Special Assessment advances made by the ASSOCIATION, where any taxing authority having jurisdiction levies any Tax or Special Assessment against the CONDOMINIUM as an entirety instead of levying the same against each APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the ASSOCIATION'S claim of lien therefor, and the ASSOCIATION'S claim of lien for collection of such portion of any Tax or Special Assessment shall specifically designate that the same secures an assessment levied pursuant to Article XXVI of this Declaration of Condominium.

In the event that any person, firm or corporation shall acquire title to any APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS by virtue of any foreclosure, judicial sale or by voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as provided by Florida Statute §718.116(2018) as amended from time to time. In the event of acquisition of title of an APARTMENT UNIT by foreclosure, judicial sale or by voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable, shall be absorbed and paid by all owners of all APARTMENT UNITS as a part of the COMMON EXPENSE, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. A first mortgagee acquiring title to a Condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not be excused from any and all liabilities or the payment of some or all of the COMMON EXPENSES incurred during the period of ownership.

L. Whenever any APARTMENT UNIT may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the ASSOCIATION, upon written request of the owner of such APARTMENT UNIT, shall furnish to the proposed Lessee, Purchaser or Mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the ASSOCIATION by the owner of such APARTMENT UNIT. Such statement shall be executed by an officer of the Corporation and any Lessee, Purchaser or Mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the ASSOCIATION shall be bound by such statement.

M. In the event that an APARTMENT UNIT is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said APARTMENT UNIT has not been made, and such payment due to the ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the Lessee, Purchaser or Mortgagee first to payment of any then delinquent assessment or installments thereof due to the ASSOCIATION before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any APARTMENT UNIT who is responsible for payment of such delinquent assessment.

N. In any voluntary conveyance of an APARTMENT UNIT, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

O. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect the collection of any sum remaining due to it.

ARTICLE XXX TERMINATION

Notwithstanding anything to the contrary contained in Article XXV, in the event of fire or other casualty or disaster which shall destroy the APARTMENT UNITS in this Condominium as to require more than four-fifths (4/5) of any building to be reconstructed as determined by the Board of Directors of the ASSOCIATION, then

this Declaration and the Condominium established hereby applicable to that building shall terminate, unless all of the owners of such APARTMENT UNITS in that building agree that the said building shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said building requires the reconstruction thereof as a condition precedent to payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of all APARTMENT UNITS agree to reconstruct said building, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the Condominium established herein applicable to that building shall be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the Condominium which may then prevent the reconstruction of said Condominium building, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to the ASSOCIATION for itself and for the benefit of the owners of all APARTMENT UNITS, under any insurance policy or policies then existing. If, as above provided, this Declaration of Condominium and the Condominium established herein are to be terminated, then a Certificate of a Resolution of the Board of Directors of the ASSOCIATION to said effect and notice of cancellation and termination hereof shall be executed by the President and Secretary of the ASSOCIATION in recordable form, and such instrument shall be recorded in the public records of Martin County, Florida. Upon termination of the Declaration of Condominium, and a Condominium established herein, all of the owners of all APARTMENT UNITS in the CONDOMINIUM so terminated shall be and become tenants in common as to the ownership of all the real property located in the CONDOMINIUM so terminated and which is described herein theretofore subject to said Condominium Ownership together with any then remaining improvement thereon. The undivided interest in such real property and remaining improvements thereon held by the owner or owners of each APARTMENT UNIT in the CONDOMINIUM so terminated shall be the same as the undivided interest in COMMON ELEMENTS appurtenant to same as the undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT as set forth in Article XII of this Declaration of Condominium and the lien of any Mortgage or other encumbrance upon each APARTMENT UNIT shall attach, in the same order of priority, to the percentage of undivided interest of the owner of an APARTMENT UNIT in the property and the then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the APARTMENT UNITS and their respective Mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each APARTMENT UNIT in accordance with their then undivided interest in the real property and remaining improvements as hereinabove provided. Upon termination of Condominium Ownership created hereby that portion of the assets of the ASSOCIATION owned by the owner or owners of all APARTMENT UNITS in this

CONDOMINIUM shall then be distributed to all of the owner or owners of each APARTMENT UNIT and to his or their Mortgagees as their respective interests may appear. In order to arrive at each APARTMENT UNIT owner's share of said assets, said assets shall be multiplied by each APARTMENT UNIT owner's percentage of COMMON EXPENSE as set forth in Paragraph "A" of Article XXIX of this Declaration.

Except in the event of this Declaration of Condominium and the Condominium established being terminated as hereinabove provided, this Declaration of Condominium and said Plan of Condominium Ownership may only be otherwise terminated by the unanimous consent of all of the owners of all APARTMENT UNITS in this Condominium and all of the parties holding Mortgages, liens or other encumbrances against any of said APARTMENT UNITS in which event, the termination of the CONDOMINIUM shall be by such plan as may be then adopted by said owners and parties holding any Mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforesaid parties and such instrument or instruments shall be recorded in the public records of Martin County, Florida.

In the event of termination of CONDOMINIUM as above provided, any exclusive right to use any area constituting LIMITED COMMON ELEMENTS and which may be an appurtenance to any APARTMENT UNIT, shall automatically become a part of the APARTMENT UNIT to which it is appurtenant.

ARTICLE XXXI
AMENDMENT TO DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT, in which said instance consent of all of the owners of all APARTMENT UNITS and their respective Mortgagees in this Condominium shall be required, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of the ASSOCIATION ACTING UPON A VOTE OF THE MAJORITY of the Directors or by the majority of members of the ASSOCIATION whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or such other officer of the ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of the ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of

the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written, electronic or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed, hand delivered or electronically transmitted not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than a majority of those members of the ASSOCIATION, present and voting, at the duly convened meeting of the members in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration shall be transcribed and certified by the President or Vice-President, and the Secretary, of the ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the public records of Martin County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the ASSOCIATION shall be delivered to all of the owners of all APARTMENT UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a Mortgagee, or which may alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any Mortgagees without the consent of all such Mortgagees as the case may be.

ARTICLE XXXII VOTING RIGHTS

The voting rights of owners of APARTMENT UNITS shall exist as more particularly stated in Article IV, subsection 4 of the Articles of Incorporation, and Article II of the Bylaws.

ARTICLE XXXIII
REMEDIES IN EVENT OF DEFAULT

The owner or owners of each APARTMENT UNIT shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and Bylaws of the ASSOCIATION, and its Rules and Regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any APARTMENT UNIT shall entitle the ASSOCIATION or the owner or owners of other APARTMENT UNIT or APARTMENT UNITS to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or Bylaws of the Association or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, any action to recover sums due for damages, injunctive relief, foreclosure of lien or any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the ASSOCIATION or, if appropriate, by an aggrieved owner of an APARTMENT UNIT;

B. The owner or owners of each APARTMENT UNIT shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents 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 an APARTMENT UNIT or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation;

C. In any proceeding arising because of an alleged default by the owner of any APARTMENT UNIT, or the ASSOCIATION, the prevailing party, shall be entitled to recover the cost of the proceedings, and such reasonable attorney's fees as may be determined by the Court;

D. The failure of the ASSOCIATION or of the owner of an APARTMENT UNIT to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or any above-mentioned documents shall not constitute a waiver of the right of the ASSOCIATION or of the owner of an APARTMENT UNIT to enforce such right, provision, covenant or condition in the future;

E. All rights, remedies and privileges granted to the ASSOCIATION or the owner or owners of an APARTMENT UNIT pursuant to any terms, provisions,

covenants or conditions of this Declaration of Condominium or other above-mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity;

F. In addition to all other remedies, the ASSOCIATION may levy fines and impose suspensions against the owner of an APARTMENT UNIT and the APARTMENT UNIT for the failure of the owner thereof, or its occupant, licensee or invitee, to comply with any provision of this Declaration of Condominium, Articles of Incorporation and Bylaws of the ASSOCIATION and its Rules and Regulations in accordance with Florida Statute §718.303(2018), as amended from time to time.

ARTICLE XXXIV
USE OR ACQUISITION OF INTEREST IN THE
CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT
TO RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the CONDOMINIUM in any manner are subject to the provisions of this Declaration of Condominium, and all documents appurtenant hereto are incorporated herewith, and the mere acquisition or rental of any APARTMENT UNIT, or the mere acts of occupancy of any APARTMENT UNIT shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

ARTICLE XXXV
SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever such holding shall not effect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions and covenants hereof or the remaining portions of any terms, provisions of covenants held to be partially invalid or enforceable.

ARTICLE XXXVI
LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to affect its purpose of creating a uniform Plan of Condominium Ownership.

ARTICLE XXXVII
DECLARATION OF CONDOMINIUM BINDING UPON DEVELOPER,
ITS SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS, and this Declaration of Condominium shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of APARTMENT UNITS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

This Amended and Restated Declaration of Condominium for The Village of 800 Place Buildings 1-10 has been approved by a majority of the members, present and voting, at a duly convened meeting of the members on June 24, 2019.

WITNESSES AS TO PRESIDENT:

**THE VILLAGE OF 800 PLACE
CONDOMINIUM ASSOCIATION, INC.**

Stephanie Adams
Printed Name: Stephanie Adams
Madelene M Jones
Printed Name: Madelene M Jones

By: David Young
DAVID YOUNG, President

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me on July 22, 2019, by David Young, as President of The Village of 800 Place Condominium Association, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: 4520161444290].

Notarial Seal



Kathryn A. Klug
Notary Public

WITNESSES AS TO SECRETARY:

Stephanie Adams
Printed Name: Stephanie Adams
Madeline M Jones
Printed Name: Madeline M Jones

THE VILLAGE OF 800 PLACE
CONDOMINIUM ASSOCIATION, INC.

By: Kathleen Jones
KATHLEEN JONES, Secretary

CORPORATE
SEAL

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me on July 22,
2019, by Kathleen Jones, as Secretary of The Village of 800 Place
Condominium Association, Inc. [] who is personally known to me, or [X] who has
produced identification [Type of Identification:
FS20 513 46 7860].

Notarial Seal

Kathryn A Klug
Notary Public

