

In order to assure a community of congenial Condominium Unit Owners and to protect the value of the Condominium Units, the conveyance and transfer of Condominium Units shall be subject to the provisions of this Article XIV and any conveyance or transfer which is not in accordance with these provisions shall be invalid, unless subsequently approved by the Board of Directors.

A. Sale. No Condominium Unit Owner may convey, transfer, demise, or otherwise dispose of his Condominium Unit or any interest therein by sale (except to the spouse, children or parents of such Condominium Unit Owner) without approval of the Board of Directors, which approval shall be obtained in the following manner:

1. Notice to Association. Each time a Condominium Unit Owner intends to make a sale of his Condominium Unit or otherwise transfer any interest therein, said Condominium Unit Owner (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or transferee, the terms of such purchase or transfer, a copy of the executed contract for sale (the "Proposed Contract"), and such other information as the Association may reasonably require (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or transferee produced by the Association, as provided in this Declaration, that the Offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association, who shall give the Offeror a receipt therefor.

2. Association's Election. Within ten (10) days after receipt of the Notice, the Board of Directors shall either approve the Offering ("Approval") or in the instance of a sale or other transfer furnish to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser or transferee approved by the Association to accept the terms of the Offering (the "Substituted Purchaser"). The Board of Directors shall have the right to purchase the Condominium Unit in which event the Association shall be the Substituted Purchaser.

(a) The Approval shall be in writing in recordable form signed by any two (2) Directors (the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser or transferee named in the Offering. Failure of the Board of Directors to grant Approval or to furnish a Substituted Purchaser within said thirty (30) days after the Notice is received shall constitute an Approval, and the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser or transferee of the Offeror named in the Offering.

(b) If the Association furnishes the Offeror the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser and accompanying the Substitution

Notice shall be a contract of sale substantially similar to the Proposed Contract, executed by the Substituted Purchaser together with a check for the contract deposit as provided therein; provided, however, that the Substituted Purchaser shall have not less than thirty (30) days subsequent to the date of the Substitution Notice to consummate the sale or transfer of the Offeror's Condominium Unit upon terms no less favorable to Offeror than those contained in the Offering. Offeror shall be obligated to execute the new contract with the Substituted Purchaser upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Association and the Substituted Purchaser. On or before the closing of the sale of the Condominium Unit between the Offeror and the Substituted Purchaser, the Association shall deliver its Certificate of Approval.

(c) If the Substituted Purchaser furnished by the Association pursuant to this subparagraph 2 shall default in his obligation to purchase such Condominium Unit in the manner and upon the terms set forth above, then the Association shall be required to prepare and deliver the Certificate of Approval to the Offeror and the purchaser of the Offeror named in the Offering.

(d) Notwithstanding the provisions of this Paragraph XIV.A., the Association shall not be required to furnish a Certificate of Approval or a Substituted Purchaser if the intended purchaser or transferee would not be permitted as an occupant pursuant to Occupancy and Use Restrictions set forth in Article XIII of this Declaration. No Approval shall be effective unless all past due "Assessments" (as herein defined) are paid or payment provided for to the satisfaction of the Association.

B. Acquisition by Gift, Devise or Inheritance

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

2. Within thirty (30) days after receipt of the notice or knowledge described above, the Board of Directors shall have the right either to approve or disapprove such transfer of title. Approval shall be by Certificate of Approval and shall be delivered to the person who has obtained such title. If the Association fails to take any action pursuant to this subparagraph within such thirty (30) day period, such failure to act shall constitute such approval and the Association shall



deliver the Certificate of Approval to the person who has obtained such title. If the Association disapproves such transfer of title, the Association shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers (which purchaser may be the Association) who will purchase the Condominium Unit at its fair market value. The fair market value of the Condominium Unit will be determined as quickly as is reasonably practicable by any one of the following methods: (a) by three (3) M.A.I. appraisers, one (1) of whom shall be selected by the proposed purchaser, one (1) by the person holding title, and one (1) by the two (2) appraisers so selected; (b) by mutual agreement of the purchaser and the person holding title; or (c) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Condominium Unit in accordance with the terms of this Declaration. If the person holding title refuses to execute or comply with such contract, the Association shall have the right to dispossess such person, his family members, guests or lessees from the Condominium Unit with or without legal notice and with or without the institution of any legal proceedings whatsoever.

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

C. Rights of Institutional Mortgagee in Event of Foreclosure. Any Institutional Mortgagee (as defined in this Declaration), upon becoming the owner of a Condominium Unit, is not required to have its ownership of a Condominium Unit approved by the Association, and it is also free from the other restrictions of Paragraphs A and B of this Article XIV. A purchaser of a Condominium Unit from an Institutional Mortgagee does not require the Association's approval as to its ownership of such Condominium Unit.

D. Transfer Fee. The Association shall have the right to charge any Owner other than Declarant, an Institutional Mortgagee intending to sell or otherwise transfer or mortgage his Condominium Unit, or any person acquiring a Condominium Unit by gift, acquisition or inheritance, a transfer fee of Fifty Dollars (\$50.00) in connection with its review and approval functions as set forth in this Article XIV, which amount shall be payable upon such person giving the Association notice as required herein. If a higher transfer fee is permitted by Florida law, the transfer fee charged by the Association may be raised by the Board from time to time.