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MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
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Declaration of Condominium
For
Outrigger Harbour Condominium

Berk's Landing, LLC, a Florida limited liability (the "Developer"), hereby declares:

1. **Introduction and Submission**

1.1 The Land

The undersigned Developer is the owner of fee simple title of record to those certain lands located and situated in Martin County, Florida, being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land").

1.2 Submission Statement

The Developer does hereby submit the said Land and all improvements now on hereafter erected, and all other property, real, personal or mixed, now or hereafter situated, on or within the Land, except as otherwise provided in this Declaration of Condominium, to the condominium form of ownership pursuant to the provisions of Chapter 718 of the Florida Statutes which are in effect as of the date of execution hereof, hereinafter called the "Condominium Act".

1.3 Name of Condominium

The name by which this condominium is to be identified is OUTRIGGER HARBOUR CONDOMINIUM (the condominium to be created by this Declaration of Condominium is herein referred to as the "Condominium").

2. **Definitions**

The terms used in this Declaration of Condominium and in its exhibits (this "Declaration"), including the Articles of Incorporation and Bylaws of Outrigger Harbour Condominium Association, Inc., shall be defined in accordance with the provisions of the Condominium Act, and as follows, unless the context otherwise requires:

2.1 Articles of Incorporation

Articles of Incorporation mean the Articles of Incorporation of the Association, as amended from time to time, which are attached hereto as Exhibit "C".

2.2 Assessment

Assessment means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner.

2.3 Association

Association means the Outrigger Harbour Condominium Association, Inc., a Florida not for profit corporation, and its successors.

2.4 Association Property

Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.

2.5 Board of Directors

Board of Directors means the board of directors and the members of the board of directors, from time to time, of the Association.

2.6 Building

Building means the structures in which the Units are located.

2.7 Bylaws

Bylaws means the Bylaws of the Association, as amended from time to time, which are attached hereto as Exhibit "D".

2.8 Charges

Charges means any and all charges and fees which the Association is responsible or entitled to collect from some, but not all Unit Owners for the cost of repair, replacement, maintenance or insurance of Limited Common Elements or for any other purpose permitted herein.

2.9 Committee

Committee means a group of members of the Board or of Owners, or members of the Board and Owners, appointed by the Board as provided in the Bylaws, to make recommendations to the Board or to take action on behalf of the Board.

2.10 Common Elements

Common Elements shall mean and include:

2.10.1 All of those items described as Common Elements in the Condominium Act;

2.10.2 All Condominium Property not included in the Units;

2.10.3 Easements as set forth herein or future easements as determined to be advisable by Developer in his sole discretion and in accordance herewith;

2.10.4 An easement of support in every portion of a Unit which contributes to the support of the Building;

2.10.5 All structural columns, and bearing walls regardless of whether they are located within or without the Unit boundary lines;

2.10.6 All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the Common Elements and up to the interior surface of the Unit boundary wall;

2.10.7 All utility areas and installations and all Utility Services which are available to more than one Unit or to the Common Elements, including easements through the Units necessary to provide such services; and

2.10.8 All other parts of the Condominium Property designated as Common Elements in this Declaration.

2.11 Common Expenses

Common Expenses shall mean and include:

2.11.1 Costs of operation, maintenance, repair, replacement or protection of: (a) the Common Elements, (b) the Limited Common Elements (except wherein the maintenance, repair, insurance or replacement or the cost thereof is the responsibility of less than all of the of the Owners of the Units in the Condominium), and (c) the Association Property;

2.11.2 Costs of management of the Condominium and administrative costs of the Association including professional fees and expenses;

2.11.3 Costs of water and sewerage service, electricity, and other utilities which are not metered to the individual Units;

2.11.4 Labor, material and supplies used in conjunction with the Common Elements;

2.11.5 Damage to the Condominium Property in excess of insurance coverage;

2.11.6 Premium costs of fire, windstorm, flood and other property

insurance, directors and officers coverage, liability insurance and other insurance as provided herein;

2.11.7 All other expenses that may be duly incurred by the Association from time to time in operating, protecting, managing and conserving the Condominium Property and in carrying out its powers, duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws;

2.11.8 Twenty-Five (25%) of the cost of the maintenance, repair and replacement of that portion of the bulkhead which lays between the Condominium Property and the Yacht Club Property.

2.11.9 All other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Articles of Incorporation, or the Bylaws.

2.12 Common Surplus

Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents, and revenues on account of the Common Elements, over the Common Expenses.

2.13 Condominium

Condominium shall have the meaning ascribed thereto in Section 1.3 herein.

2.14 Condominium Act

Condominium Act shall have the meaning ascribed thereto in Section 1.2 herein.

2.15 Condominium Parcel

Condominium Parcel means a Unit together with the right to use the Limited Common Elements appurtenant to said Unit as provided in this Declaration and the undivided share in the Common Elements which is appurtenant to said Unit and, when the context permits, the term includes all other appurtenances to the Unit.

2.16 Condominium Property

Condominium Property means all of the Land, Improvements and other property described in Section 1.2 hereof, subject to the limitations thereon and exclusions there from as provided in this Declaration.

2.17 Declaration of Condominium or Condominium Documents

Declaration or Declaration of Condominium means this instrument and all exhibits attached hereto, as the same may be amended from time to time.

2.18 Developer

Developer shall mean and refer to Berk's Landing, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are or may in the future be specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium Property. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

2.19 Division

Division means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.

2.20 Improvements

Improvements means all improvements erected or to be erected on the Land and all other property, real, personal or mixed, now or hereafter situated on or within the Land, but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, antennae or equipment, including, without limitation, all wires, cables satellite dishes and equipment comprising the cable television, telecommunications and other related systems) utility installations therein or thereon.

2.21 Institutional First Mortgagees

Institutional First Mortgagees means the Developer, any bank, savings and loan association, insurance company, mortgage company, agency of the United States Government, real estate investment trust or other recognized institutional type lender holding a first mortgage encumbering a Unit. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51 %) of the Voting Interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

2.22 Limited Common Elements

Limited Common Elements means those portions of the Common Elements which are reserved for the exclusive use of a certain Unit or certain Units to the exclusion of the others, as set forth herein and/or shown on the survey and plot plan attached hereto as Exhibit "B" and incorporated herein by this reference. References herein to the Common Elements shall also include all Limited Common Elements, unless the context shall otherwise require.

2.23 Owner or Unit Owner or Owner of a Unit

Owner or Unit Owner or Owner of a Unit means the record Owner of legal title to a Condominium Parcel.

2.24 Outrigger Harbour Yacht Club Association

Outrigger Harbour Yacht Club Association means the Outrigger Harbour Yacht Club, Inc., a Florida not for profit corporation, and its successors. The Outrigger Harbour Yacht Club is separate and distinct from the Condominium Association. The Unit Owners have no rights to any portion of the Outrigger Harbour Yacht Club Association Property (know as "Marina Property"). The members of the Outrigger Harbour Yacht Club Association have various rights in the Condominium Association property which are described in the Condominium Documents and include:

- a. vehicle and pedestrian ingress and egress across all paved areas and common areas, except those paved and common areas located in the garages and that are part of the individual condominium buildings; and
- b. the non-exclusive use of 17 parking spaces located on the common areas of the Condominium Property.

2.25 Special Assessment

Special Assessment means any Assessment levied against Owners other than the Assessment required by a budget adopted annually, and representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature or for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any property and/or capital improvements located or to be located within the Common Elements or Association Property.

2.26 Turnover or Turnover Date

Turnover or Turnover Date means the date when the Developer no longer has the right to elect or appoint a majority of the Board of Directors of the Association as provided in the Articles of Incorporation.

2.27 Unit

Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.28 Utility Services

Utility Services shall include, but not be limited to electric power, gas, water, air conditioning, garbage and sewage disposal and drainage.

2.29 Voting Certificate

Voting Certificate means a document which designates one of the record title Owners who is authorized to vote on behalf of a Unit which is owned by more than one Owner.

3.0 Survey and Plot Plans

A survey of the land and plot plan locating the Improvements thereon and identifying each Unit, the Common Elements, and the Limited Common Elements, their relative locations and approximate dimensions, is attached hereto as Exhibit "B". The locations, dimensions, descriptions, identification and numbering or lettering of the respective Units shall be as described in Exhibit "B" and any subsequent amendments thereto as is hereinafter provided. If construction of a portion of the Building is not substantially completed as of the date of this Declaration, then upon substantial completion of such Improvements this Declaration shall be amended to include a certificate of a licensed surveyor in conformity with the requirements of the Condominium Act.

4.0 Units

The Condominium shall contain such Units as identified in Exhibit "B" hereto. Each Unit shall consist of the space defined herein and in Exhibit "B". In the event that the actual physical location, dimensions and/or boundaries of any Unit at any time do not precisely coincide with Exhibit "B" and subsequent amendments thereto, the actual physical location of a Unit shall control over the locations, dimensions and descriptions contained in Exhibit "B" and subsequent amendments thereto. In the event of a total or substantial destruction of the Building, the locations, dimensions and descriptions of the respective Units as contained in Exhibit "B" and subsequent amendments will control. By acceptance of a deed to any Unit, the respective Owners agree for themselves, their heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any Unit agree that Developer alone (without the joinder or consent of the Owners, the Association or holders of recorded liens) shall have the right to amend Exhibit "B" as the Developer deems necessary or desirable from time to time to identify, locate and show dimensions and boundaries of any Units which are not completed as of the date of recording this Declaration. In addition, in the event that any location, dimension or boundary of any Unit as shown on Exhibit "B" attached hereto is erroneous, the Developer (before the Turnover Date) or the President of the Association (after the Turnover Date) shall have the right to unilaterally amend this Declaration to correct such Survey, and any such amendment shall not require the joinder of any Owner or holders of recorded liens so long as the purpose of the amendment is merely to correct an error and correctly describe the location, dimension or boundaries of Unit.

There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be

terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

4.1 Boundaries of the Unit

The upper and lower boundaries of each Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

4.1.1 Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling.

4.1.2 Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit.

4.1.3 Perimetrical Boundaries. The perimetrical boundaries of the Units shall be the vertical planes of the undecorated finished interior of the exterior walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

4.1.4 Interior Divisions. Except as provided above no part of the nonstructural interior walls or partitions shall be considered a boundary of the Unit.

4.1.5 Boundaries Further Defined. The boundaries of the Units shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for Utility Services to other Units and/or for Common Elements.

4.2 Apertures and Attachments

Where there are apertures in any boundary, including, but not limited to, windows, doors and bay windows, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials.

When there is a porch, balcony, stairway, landing, utility room, mechanical room, or other similar area attached to a Unit and serving only the Unit being bounded, and such area is not designated in Exhibit "B" attached hereto as a Limited Common Element or Common Element, such Unit's boundary shall be in the intersecting horizontal, vertical, and/or other planes which include the planes of the undecorated finished ceiling(s) and floor(s) and the undecorated finished interior of all such areas.

4.3 Exceptions

In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "B" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 4.1 above shall control unless specifically depicted and labeled otherwise on such survey.

4.4 Developer Reserved Rights

Except with respect to Material Amendments (as defined in Section 19.2 hereof) to this Declaration (which must be approved, executed and recorded in accordance with the provisions applicable thereto and in the Condominium Act, including without limitation, Section 718.110(4) of the Condominium Act), the Developer hereby reserves the absolute right, in its sole discretion, without the consent or approval of any mortgagee(s) or other lienors, contract vendee(s), the Association or any other person(s) or entities, provided Developer has complied with the Condominium Act, to modify, move, alter, amend or change the boundaries between abutting Units owned by the Developer (and as to which purchase contracts for the sale thereof have not been executed by the Developer) in such a manner as to, among other things, include additional rooms or spaces in one Unit and exclude them from the other Unit and to increase the size of one such Unit and to decrease the size of the other, to subdivide a Unit into two Units, and to combine two or more abutting Units into one Unit (either vertically or horizontally), provided further that the Developer shall own all such Units and if any such Units are encumbered, the consent of the mortgagee thereto shall have been obtained.

Except with respect to Material Amendments (as defined in Section 19.2 hereof) to this Declaration (which must be approved, executed and recorded in accordance with the provisions applicable thereto and in the Condominium Act, including without limitation, Section 718.110(4) of the Condominium Act), the Developer also reserves the absolute right, in its sole discretion, without the consent or approval of any mortgagee(s) or other lienor(s), contract vendee(s), the Association or any other person(s) to change, alter, modify or amend the interior design arrangement, number of rooms and layout of all Units, so long as the Developer owns such Units, has not executed a purchase agreement for the sale of the same, and has not encumbered the Units so altered or, if encumbered, has obtained the consent of all such mortgagee to such change, alteration, modification or amendment.

The Developer shall reflect any of the foregoing changes, modifications, alterations or amendments which are not Material Amendments by filing an amendment to Exhibit "B" prepared by a licensed Florida surveyor and by filing an amendment to this Declaration, which amendment will be joined in by all record owners of liens on the respective Units, and shall comply with the requirements of the Condominium Act.

In the event such an amendment changes the boundary lines between two abutting Units, such amendment to this Declaration shall also redistribute between the two Units involved the interest in the Common Elements and share of the Common Surplus and Common Expenses previously assigned to the two Units involved, in such a manner, that the totals of these items as reassigned to the two modified Units as a whole shall equal the same totals of these items previously assigned to the two Units as a whole before such modifications.

In the event the Developer by such amendment combines two or more Units to create one Unit, the interest in the Common Elements and the Common Surplus and the share of the Common Expenses previously assigned and appurtenant to the Units being combined shall be automatically reassigned to the new Unit. A combined Unit shall have one vote in the Association. If any two or more Units are so combined, they may be subsequently separated into their original Units by amendment to this Declaration. In such event, the interest in the Common Elements and the Common Surplus and the share of the Common Expenses previously assigned and appurtenant to the two or more Units shall equal the interest in the Common Elements and the Common Surplus and the share of the Common Expenses previously assigned and appurtenant to the combined Unit. Each of such separated Units shall have the same number of votes in the Association as originally assigned to them in this Declaration prior to the same being combined and subsequently separated. .

Any of the foregoing amendments to this Declaration shall also be in accordance with Article 19 hereof, shall be in compliance with the requirements of the Condominium Act (including, without limitation, Section 718.110(4) thereof, if applicable) and shall be executed with the formality required by law for the execution of a deed, need be signed by the Association (if so required) and the Developer and the mortgagee(s) holding a mortgage on the Unit(s) affected, shall be filed and recorded in the Public Records of Martin County, Florida (unless otherwise required by the Condominium Act), and shall be effective from and after the date it is filed and recorded. Such amendment to this Declaration shall have as an Exhibit thereto an amendment to Exhibit "B" hereto and shall otherwise be in accordance with the Condominium Act.

5.0 Limited Common Elements

The Limited Common Elements, the use of which shall be limited to those Owners to whom such use is assigned by means of this Declaration, amendments thereto, assignments executed by the Developer, or by the Association, include:

5.1 Terraces and Balconies

Each terrace, patio or balcony located adjacent to a Unit as shown on Exhibit "B" attached, shall be a Limited Common Element of such Unit. The Association shall be responsible for the maintenance, repair, replacement and insurance of the structural and mechanical elements of any such Limited Common Elements (the cost of which shall be a Common Expense), with the Owner of the Unit to which they are appurtenant responsible for the general cleaning and the upkeep of the appearance of those area(s).

5.2 Parking Spaces

The parking spaces shown on Exhibit "B" and designated therein as Limited Common Elements and may be assigned by Developer to a particular Unit as hereinafter provided, and if so assigned, shall be Limited Common Elements appurtenant to the Unit to

which assigned. Any such assignment shall not be recorded in the Public Records of the Martin County but, rather, shall be made by way of instrument placed in the official records of the Association. Nothing contained in this provision or elsewhere in this Declaration shall obligate Developer to assign any parking spaces.

The Association shall not reassign or change the Limited Common Element parking space(s) assigned to a Unit by the Developer without first obtaining the written consent of the affected Owner. An Owner may transfer or assign the use of its appurtenant parking space(s), provided that such assignment is to another member of the Association and the Owner delivers written notice of such assignment to the Association. A conveyance of the Unit shall also transfer, as an appurtenance to said Unit the designated parking space(s) that have not been transferred or assigned by the Owner to another member, without necessity of reference to or description of the parking space(s).

During such time as the Developer shall own any Unit in the Condominium, the Developer shall control and have the right (in lieu of the Association) to make all designations of parking spaces. Until the Developer shall, in whole or in part, voluntarily relinquish the right to designate the parking spaces, or until the Developer no longer owns a Unit, the Association shall not exercise the rights and authority herein granted to the Association in respect of parking spaces and all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Association relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. This provision regarding parking spaces may not be amended without the written consent of the Developer during such periods of time as the Developer shall have any rights hereunder to designate or control the designation of parking spaces.

5.3 Storage Lockers

The storage lockers shown on Exhibit "B" and designated therein as Limited Common Elements and may be assigned by Developer to a particular Unit as hereinafter provided, and if so assigned, shall be Limited Common Elements appurtenant to the Unit to which assigned. Any such assignment shall not be recorded in the Public Records of the Martin County but, rather, shall be made by way of instrument placed in the official records of the Association. Nothing contained in this provision or elsewhere in this Declaration shall obligate Developer to assign any storage lockers.

The Association shall not reassign or change the Limited Common Element storage locker(s) assigned to a Unit by the Developer without first obtaining the written consent of the affected Owner. An Owner may transfer or assign the use of its appurtenant storage locker(s), provided that such assignment is to another member of the Association and the Owner delivers written notice of such assignment to the Association. A conveyance of the Unit shall also transfer, as an appurtenance to said Unit the designated storage locker(s) that have not been transferred or assigned by the Owner to another member, without necessity of reference to or description of the storage locker(s).

During such time as the Developer shall own any Unit in the Condominium, the

Developer shall control and have the right (in lieu of the Association) to make all designations of storage lockers. Until the Developer shall, in whole or in part, voluntarily relinquish the right to designate the storage lockers, or until the Developer no longer owns a Unit, the Association shall not exercise the rights and authority herein granted to the Association in respect of storage lockers and all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Association relinquish in whole or in part any of its rights herein relative to the designation of storage lockers. This provision regarding storage lockers may not be amended without the written consent of the Developer during such periods of time as the Developer shall have any rights hereunder to designate or control the designation of storage lockers.

5.4 Other Areas

The garages, trash rooms and generators shall be Limited Common Elements for the buildings that they serve. The elevators, stairwells, landings and lobbies shall be Limited Common Elements for the Units that they serve. All other areas designated as Limited Common Elements on Exhibit "B" and described herein.

6.0 Easements

The following easements are hereby created (in addition to any easements created under the Condominium Act, and any other easements affecting the Condominium Property and recorded in the Public Records of Martin County):

6.1 Support

Each Unit and any structure and/or Improvement now or hereafter constructed upon the Land or the Condominium Property shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements and such other Improvements constructed upon the Condominium Property.

6.2 Utility Service

Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utility Services and other services in order to serve the Condominium and/or members of the Association. An Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utility Services and other services, the facilities for the provision thereof or the use of these easements. The Association shall have a right of access to each Unit to maintain, repair or replace any Common Element or the facilities, pipes, wires, ducts, vents, cables and conduits providing Utility Services and other services to the Condominium contained in the Unit or elsewhere in or around the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Owner's permitted

use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Owner is absent when the giving of notice is attempted).

6.3 Encroachments

If (i) any portion of the Common Elements encroaches upon any Unit; (ii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Improvements on the Land; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate; or (4) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.

6.4 Pedestrian and Vehicular Traffic

A non-exclusive easement in favor of each Owner and resident, their tenants, guests and invitees shall exist for pedestrian traffic over, through and across all sidewalks, other paths, walks and lanes, as the same may from time to time exist upon the Common Elements and/or Association Property, and, for vehicular traffic over, through and across the private streets, roads and drives, and such other portions of the Common Elements and/or Association Property as may from time to time be paved and intended for such purposes, but the same shall not give or create in any person the right to drive or park upon any portions of the Condominium Property except those intended to be used for such purposes and reasonably suited therefore. The foregoing easement shall also be in favor of police, fire, emergency and service personnel while providing services to the Condominium, the Owners or the Association Property.

6.5 Construction

The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon or upon the Association Property, provided such activity does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Owners of the Condominium Property. The Developer's use of the Condominium Property or any portion thereof, pursuant to the easement created in this section shall include, but not be limited to, active construction activities, staging and all activities directly or indirectly related to the construction process, such as, but not limited to, stacking and storage of materials and supplies, scaffolding, maintenance and placement of construction trailers and equipment.

6.6 Sales, Resales and/or Leasing and/or Development Activities

For as long as there are any Units owned by the Developer, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements or Association Property for model apartments and/or for sales, resales, leasing, administrative, management and construction offices relating to the Condominium or other properties owned by the Developer, its designees, successors and assigns, to show model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property and/or Association Property signs and other promotional materials to advertise or otherwise market the Units, and/or any facilities built or to be constructed upon any portion of the Condominium Property for sale, resale, lease or occupancy, and/or other properties owned by the Developer, its designees, successors and assigns.

6.7 Easement in favor of Outrigger Harbour Yacht Club Associations Members and their Guests

The members of the Outrigger Harbour Yacht Club Association and their guests have the follow rights to the Condominium Property:

- a. vehicle and pedestrian ingress and egress across all paved areas and Common Areas, except those paved and common areas located in the garages and that are part of the individual condominium buildings; and
- b. the non-exclusive use of 17 parking spaces located on the Condominium Property.

6.8 Warranty

For as long as Developer remains liable under any warranty for acts or omissions of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time, to enter the Common Elements, the Units and the Association Property for the purpose of making any necessary inspections, tests, repairs, improvements and/or replacements required for the Developer to fulfill any of its warranty obligations. Failure of the Association or any Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect. Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent the same may not be) as set forth in Article 27 hereof.

6.9 Additional Easements

The Developer, so long as it owns any Unit, and the Association, through its Board of Directors, on the Association's behalf and on behalf of all Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific Utility Service or other service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations

pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes.

7.0 The Condominium Association

7.1 Powers and Duties

The corporation which will be responsible for the operation of the Condominium will be an incorporated association known as the OUTRIGGER HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the Units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Martin County, Florida, are required to be and shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title to a Unit terminates. All of the affairs and property of the Condominium and of the Association shall be controlled by the officers and Board of Directors of the Association. Subject to the provisions of this Declaration, the operation of the Association shall be governed by the Articles of Incorporation and the Bylaws as such may be amended from time to time. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto as Exhibit "C". A copy of the Bylaws of the Association are attached hereto as Exhibit "D". The Association shall have all of the rights, duties and powers provided by the Condominium Act, the Articles of Incorporation, the Bylaws and this Declaration, including without limitation:

7.1.1 The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units.

7.1.2 The power to make and collect Assessments and other charges against Owners and to lease, maintain, repair and replace the Common Elements and Association Property.

7.1.3 The duty to maintain accounting records of the Association according to good accounting practices, which records shall be open to inspection by Owners or their authorized representatives at reasonable times upon prior written request.

7.1.4 The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the Bylaws or the Articles of Incorporation with respect to certain borrowing.

7.1.5 The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property.

7.1.6 The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, unless the cost thereof exceeds \$25,000.00 in which event the acquisition shall require an affirmative vote of not less than 2/3rds of the voting interests. Real property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors and an affirmative vote of not less than 2/3rds of the voting interests; provided, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for the same, and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

7.1.7 The power to execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to his Unit, and each mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

7.1.8 All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the Bylaws, Chapters 607 and 617, Florida Statutes and the Condominium Act, in all cases except as expressly limited or restricted in the Condominium Act.

7.1.9 Subsequent to the recording of this Declaration, the Association may acquire or enter into agreements acquiring leaseholds, memberships and other possessory or use interests in land or recreational facilities, whether or not such lands and facilities are contiguous to the lands of the Condominium, so long as they are intended to provided enjoyment, recreation or other use or benefit to Owners, when a majority of the Board members consent to such agreement. Any rental, membership fees, operations, replacement and other expenses in relation to such agreement shall be deemed a Common Expense, or a Charge if such fees or expenses are to be imposed on same but not all the Unit Owners.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto or otherwise, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Condominium Act.

7.2 Limitations Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Owners regardless of whether or not the same shall have been approved by the Association. The Association also shall not be liable to any Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Nothing herein shall be deemed to relieve the Association of its duty to exercise ordinary care in the carrying out of its responsibilities or to deprive the Owners of their right to sue the Association if it negligently or willfully causes damage to the Owners' property during the performance of the Association's duties.

7.3 Approval or Disapproval of Matters

Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

7.4 Acts of the Association

Unless the approval or action of Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation, the Bylaws or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder, such action or approval may be conditioned in any manner as the Association deems appropriate or the Association may refuse to take or give such

action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

7.5 Manager

In order to facilitate the maintenance and operation of the Condominium, the Association shall have the power to enter into a management agreement with a manager and/or a managing company. To the extent permitted by law, the management agreement may delegate maintenance, management, and operational duties and obligations of the Association.

7.6 Developer Control

The Developer has and hereby reserves the right to control the management and operation of the Condominium and the affairs and decisions of the and its Board of Directors during the development and sales period of the Condominium by electing initially all, and thereafter a majority, of the directors of the Association in accordance with Section 718.301(1), Florida Statutes, and the Articles of Incorporation of the Association attached as Exhibit "C" hereto. Notwithstanding the foregoing, the Developer may terminate such right of control at any time by relinquishing and waiving such right in writing and turning over control of the Board of Directors and the Association to the Owners, who shall accept such Turnover.

During the period that the Developer retains such control, the Developer shall have the right to take all actions, make all decisions and do all things on behalf of the Association, including, but not limited to, the right to enter into contracts on behalf of the Association for the purchase of property and for maintenance, operation and management of the Association and the Condominium, the maintenance, repair and replacement of the Condominium and property and facilities serving the Condominium, the determination of budgets and Assessments and the levy and collection of Assessments against the Owners and the enactment and enforcement of uniform rules and regulations governing the ownership, occupancy and use of the Units and the Condominium Property.

While exercising such control and management, however, the Developer shall observe the format and formalities of the Association's corporate regime and structure, including maintenance of all required minutes, books and records and the provisions of the Condominium Act and any rule promulgated thereunder. When the Developer conveys the Association Property to the Association, the Association will accept such conveyance from the Developer. .

So long as the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:

7.6.1 Assessment of the Developer as an Owner for capital improvements.

7.6.2 Any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

8.0 Restraint Upon Separation and Partition of Common Elements

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

9.0 Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights

9.1 Percentage of Ownership of Common Elements and Surplus

The ownership and undivided shares of each Unit in the Common Elements and the Common Surplus shall be based upon the approximate square footage of a Unit. The undivided share in the Common Elements and Common Surplus appurtenant to each Unit is as set forth on Exhibit "F" attached hereto.

9.2 Liability for Common Expenses

Each Owner shall be liable for a share of the Common Expenses, such share being the same as the undivided share of the Common Elements appurtenant to the Unit.

9.3 Voting Rights

The voting rights appurtenant to each Unit shall be as provided in the Articles of Incorporation. Each Owner shall be a member of the Association.

10.0 Determination of Common Expenses, Charges and Fixing of Assessments

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Association, determine the amount of: (a) Assessments payable by the Owners to meet the Common Expenses of the Condominium, and (b) Charges payable by such Owners required to pay the same as provided in this Declaration. The Board of Directors shall allocate and assess such expenses among the Owners in accordance with the provisions of this Declaration, the Articles of Incorporation and the Bylaws. The Board of Directors shall advise all Owners promptly in writing of the amount of the Assessments and Charges payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments and Charges are based, to all Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and

Association Property (including 25% of the cost of maintenance, repair and replacement of the bulkhead which retains a portion of the Condominium Property on the South side and which is in common with the Outrigger Harbour Yacht Club), costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration, the Articles of Incorporation and the Bylaws.

11.0 Collection of Assessments and Charges

11.1 Liability for Assessments and Charges

An Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments and Charges coming due while he is the Owner. Additionally, an Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments and Charges that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the grantee Owner. The liability for Assessments and Charges may not be avoided by waiver of the use or enjoyment of any Common Elements, Limited Common Elements, appurtenances to a Unit, or by the abandonment of the Unit for which the Assessments and Charges are made or otherwise.

11.2 Special Assessments

In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy Special Assessments. Special Assessments levied by the Board of Directors shall be payable in lump sums or installments, in the discretion of the Board of Directors; provided that, if such Special Assessments, in the aggregate in any year, exceed 115% of Assessments for the preceding calendar year, the Board of Directors must obtain approval of a majority of the voting interests.

11.3 Default in Payment of Assessments for Common Expenses

Assessments and Charges, and installments thereof, not paid within ten (10) days from the date when they are due, shall bear interest at fifteen percent (15%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments and Charges. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to mortgages of record held by Institutional First Mortgagees, the lien is effective from and after recording of a claim of lien. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the Martin County. To be valid, the claim of

lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an officer or authorized officer of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other person claiming an interest in the Unit. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments and Charges, which are due and which may accrue subsequent to the recording of the claim of. lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment shall be entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments and Charges in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments and Charges without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments and Charges.

Additionally, each Owner of any Unit by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have assigned all rents, issues and profits (the "Collateral Assignment of Rents") on each such Unit to the Association, which Collateral Assignment of Rents shall become absolute upon default of such Owner hereunder.

As an additional right and remedy of the Association, upon default in the payment of Assessments and Charges as aforesaid and after thirty (30) days' prior written notice to the applicable Owner and the recording of a claim of lien, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated and immediately due and payable. In the event that the amount of such installments changes during the remainder of the budget year, the Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

11.4 Notice of Intention to Foreclose Lien

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Owner of its intention to foreclose its lien to collect the unpaid Assessments and Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and Charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys fees or costs. The notice must be given by delivery of a copy of it to the Owner or by certified or registered mail, return receipt

requested, addressed to the Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Owner or a mailing address at which the Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection shall be satisfied if the Owner records a Notice of Contest of Lien as provided in the Condominium Act.

11.5 Appointment of Receiver to Collect Rental

If an Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.

11.6 Institutional First Mortgagee

The liability of an Institutional First Mortgagee, or its successor or assignees, who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments(or installments thereof) that became due prior to the Institutional First Mortgagee's acquisition of title is limited to the lesser of:

11.6.1 The Units unpaid Common Expenses, regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

11.6.2 One percent (1 %) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in the clauses above shall not apply unless the Institutional First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Institutional First Mortgagee.

An Institutional First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

11.7 Certificate of Unpaid Assessments and Charges

Within fifteen (15) days after written request by an Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments, Charges and other moneys owed to the Association by the Owner with respect to his Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

11.8 Installments

Regular Assessments and Charges shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, Assessments and Charges will be collected monthly and shall be due on the first day of each month.

11.9 Application of Payments

Any payments received by the Association from a delinquent Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent and any accelerated Assessments and Charges. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

11.10 Waiver of Reserves

Pursuant to Section 718.112 of the Condominium Act, reserves for the remainder of the calendar year in which the Association is formed will be waived by Association action. Reserves may or may not be waived annually thereafter in accordance with the Condominium Act.

11.11 Developer's Liability for Assessments

During the period from the date of the recording of this Declaration until the earlier of the following dates (the "Guarantee Expiration Date"): (a) the last day of the sixth (6th) complete calendar month after the applicable recording date, or (b) the date that control of the Association is transferred to Owners other than the Developer as provided in this Declaration, the Articles of Incorporation and the Condominium Act, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by the Developer, provided: (i) that the regular Assessments for Common Expenses imposed on each Owner other than the Developer prior to the Guarantee Expiration Date shall not increase during such period over the amount set forth in Exhibit "E" attached hereto, subject only to the occurrence of an Extraordinary Financial Event, as set forth below; and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Owners and/or from income of the Association. After the Guarantee Expiration Date, the Developer shall have the option of extending the guarantee for five (5) additional six (6) month periods, or paying the share of Common Expenses and Assessments attributable to Units it then owns. Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Condominium Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Owners owning Units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this subsection, an "Extraordinary Financial Event" shall mean a casualty loss affecting the Condominium resulting from a natural

disaster or act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Condominium Act.

12.0 **Maintenance, Repair and Replacement**

Responsibility for the maintenance, repair and replacement of Association Property, Common Elements, Limited Common Elements and Units shall be as follows:

12.1 **By the Association**

The Association shall maintain, repair and replace all of the Association Property, Common Elements, and Limited Common Elements (except as otherwise provided). The Association's cost and expense of maintenance, repair and replacement of all of the Association Property, Common Elements and Limited Common Elements as described above shall be charged to Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Owners, in which case such cost and expense shall be paid solely by such Owners.

12.2 **By the Owners**

Each Owner shall maintain, repair and replace everything within the confines of his Unit which is not part of the Common Elements or Limited Common Elements, including but not limited to:

12.2.1 Paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling of the Unit;

12.2.2 All built-in shelves, cabinets, counters, storage areas, and closets;

12.2.3 Any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment and appliances, and all bathroom fixtures, equipment and apparatus, within his Unit;

12.2.4 All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, serving only his Unit;

12.2.5 All mechanical, ventilating, heating and air conditioning equipment serving only the Unit, regardless of whether such equipment may be located partially or entirely outside of the boundaries of the Unit;

12.2.6 All interior doors, walls, partitions, and room dividers;

12.2.7 All furniture, furnishings and personal property contained within a Unit;
and

12.2.8 Glass or screened surfaces of windows, wood louvers, exterior doors, porches terraces, patios or balconies, provided that any replacement or modification of same must be approved in advance by the Association.

13. Insurance, Destruction and Reconstruction

13.1 Coverage The Association shall maintain insurance covering the following:

13.1.1 Casualty. As agent for and on behalf of the Owners and their respective mortgagees, fire and extended coverage insurance with a responsible insurance company upon the portion of the insurable Improvements of the entire Condominium as allowed and required by the Condominium Act, including the Common Elements, Limited Common Elements, the respective Units and Association Property, for the full replacement or insurable value thereof; provided, however, the Association shall not be responsible for hazard insurance for floor coverings, wall coverings, ceiling coverings or other portions of the individual Units which the Association is not allowed or required to insure by the Condominium Act or living expenses of Owners in the event of a casualty, which hazard insurance shall be the responsibility of the individual Owner. Such policies may contain reasonable deductible provisions as determined by the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to buildings and Improvements similar to the Condominium in construction, location and use, including, but not limited to, vandalism and malicious mischief. Each Owner shall be responsible for insuring his own personal property within his Unit and any improvements made by him within his Unit which are not covered by the Association policy.

13.1.2 Liability. Public liability insurance covering all of the Common Elements and Association Property and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about, or in connection with, the Common Elements and Association Property. Such policies shall insure the Association and the Owners as their interests may appear in such amount as the Board of Directors may deem appropriate.

13.1.3 Worker's Compensation. Workers compensation insurance and other mandatory insurance, to the extent applicable to the maintenance, operation, repair or replacement of the Common Elements and Association Property.

13.1.4 Flood Insurance. Flood insurance covering the Common Elements and Association Property, if so determined by the Board of Directors.

13.1.5 Other Insurance. Such other insurance as the Board of Directors shall determine from time to time to be desirable in connection with the Condominium (or any portion thereof).

When appropriate and obtainable, each of the foregoing policies shall

waive the insurer's right to: (i) as to property insurance policies, subrogation against the Association and against the Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of Association (or any of its employees, contractors and/or agents), one or more Owners or as a result of contractual undertakings.

13.2 Purchase, Custody and Payment.

13.2.1 Purchase. All insurance policies required to be obtained by the Association hereunder shall be issued by an insurance company authorized to do business in Florida.

13.2.2 Named Insured. The named insured shall be the Association (individually) and as agent for the Owners of Units covered by the policy (without naming them) and for any Institutional First Mortgagees (without naming them). The Owners and Institutional First Mortgagees shall be deemed additional insureds.

13.2.3 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association. The original policies of insurance and endorsements thereto shall be held by the Association.

13.2.4 Copies to Institutional First Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished to the Institutional First Mortgagees upon their request.

13.3 Additional Provisions.

All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all Institutional First Mortgagees. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Association may obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the insured property, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Article 13.

13.4 Premiums.

Premiums upon insurance policies purchased by the Association pursuant to this Article 13 shall be a Common Expense.

13.5 Share of Proceeds.

All insurance policies obtained pursuant to this Article 13 shall be for the benefit of the Association, the Owners and the Institutional First Mortgagees, as their respective interests may appear. The duty of the Association shall be to receive such proceeds as are paid and to hold the

same in trust for the purposes elsewhere stated herein, and for the benefit of the Owners and the Institutional First Mortgagees in accordance with the Owner's interest in and to the Common Elements and Common Surplus.

13.6 Association as Agent.

The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner and for each Institutional First Mortgagees and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.7 Owners' Personal Coverage.

The insurance required to be purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance required to be carried by the Association hereunder.

14. Reconstruction or Repair After Fire or Other Casualty.

14.1 Reconstruction or Repair.

In the event of a destruction or casualty loss to any of the Improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association's treasurer. If said proceeds are in excess of one hundred thousand dollars (\$100,000.00) they shall be immediately paid over to a banking corporation having trust powers and selected by the Board of Directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged Improvements under the supervision and control of the Board of Directors. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the Common Expenses of the Association, by means of a Special Assessment. Any surplus of insurance proceeds shall be returned to the Association and added to the Common Surplus. In the event such proceeds are less than one hundred thousand Dollars (\$100,000.00), they need not be placed in trust but shall be held by the treasurer and applied directly by the Board of Directors for the above purposes.

14.2 Plans and Specifications.

Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors, the then applicable building and other codes, and not less than two-thirds (2/3) of the Voting Interests.

14.3 Vote to Terminate Condominium.

In the event of a total or substantial destruction of all of the Improvements, the Improvements shall be restored unless the Owners of two-thirds (2/3) of the Voting Interests in the Condominium vote to terminate the Condominium and a Majority of Institutional First Mortgagees approve such election. In the event that the Condominium is to be terminated pursuant to this Section 14.3, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Condominium Property other than that portion of property lying within the boundaries of the Unit), and among affected Owners in proportion to the damage suffered by each such affected Owner, as determined in the sole discretion of the Association; provided, however, that no payment shall be made to an Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

15. Condemnation.

15.1 Deposit of Awards.

The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Association, a charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

15.2 Determination of Restoration or Repair or Termination of Condominium.

Whether the Condominium will be restored, repaired or terminated after a condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

15.3 Disbursement of Funds.

If the Condominium is terminated after condemnation, the proceeds of the awards will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty.

16. Use Restrictions.

The use of the Condominium Property shall be in accordance with the following provisions:

16.1 Occupancy.

Each Unit shall be used as a single-family residence only, and no more than 2 persons per bedroom shall be allowed to permanently reside in any one Unit. Subject to the qualifications set forth below in this Section 16.1 no business, profession or trade of any type shall be conducted in any Unit. This prohibition shall not be applicable to the Developer with respect to its development of the Condominium Property, its construction, decoration, repair, administration and sale, resale or lease of Units, or its use of Units as models or guest suites. A Unit may only be occupied by the owner's family, by the owner's guest or the permitted occupants under an approved lease or sublease of the Unit, as the case may be. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

Notwithstanding the foregoing provision or any other provision in this Declaration of Condominium a Unit Owner shall be permitted to utilize a portion of his or her Unit for home/office use provided that such use complies with all applicable governmental ordinances, laws and codes and such use shall be conducted in a manner which shall not allow any customers or clients to utilize or visit the Unit nor permit any advertising, signage or other materials to be displayed from, on the exterior of, or relative to the Unit.

As used herein, single "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors a person(s) occupying a Unit for more than two (2) weeks without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees.

16.2 Alterations.

No structural additions or alterations (except the erection or removal of non-support carrying interior partitions located wholly within Units) to any Unit, the Common Elements, the Limited Common Elements or to the Association Property may be made without the prior written approval of the Board of Directors. No Unit Owner shall cause or allow improvements or changes to his Unit, or to any Limited Common Elements, Common Elements, or Association Property, which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building, without first obtaining the prior written consent of the Association. No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio, terrace or balcony which is appurtenant to a Unit.

16.3 Nuisances.

No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No noxious or offensive activity shall be carried on in any Units, Limited Common Elements, Common Elements or other portions of the Condominium Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner. The Board shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m. no Unit Owner shall play (or permit to be played in its Unit, or in the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Condominium Property. No activity specifically permitted by this Declaration shall be deemed a nuisance.

16.4 Exterior Improvements.

Except with the prior written consent of the Board of Directors, no Owner shall perform or permit any of the following: (i) paint or otherwise change or alter the appearance of any exterior wall, door, window, patio, balcony, terrace or any exterior surface of the Building; (ii) place any sunscreen, blind, shutter or awning on any balcony, patio, terrace or exterior opening of the Building; (iii) place any draperies or curtains at the windows of any Unit facing the exterior of the Unit without a solid, light color liner acceptable in color to the Board of Directors; (iv) tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Building in the opinion of the Board of Directors; (v) plant any planting outside of a Unit, provided however, Owners may place moveable plants on their terraces, but if such planted or potted plants become unsightly in the opinion of the Board, such plants shall be removed; (vi) erect any exterior lights or signs; or (vii) place any signs or symbols in windows.

16.5 Garbage.

No rubbish, refuse, garbage or trash shall be allowed to accumulate in places other than the receptacles (garbage cans) provided therefor, and each Unit, the Common Elements, the Limited Common Elements and Association Property shall at all times be kept in a clean and sanitary condition.

16.6 Vehicles.

No Owner, tenant or guest shall park any commercial vehicle or truck (as hereinafter defined), boat, camper, motor home, trailer, mobile home or similar vehicle in any parking area (other than the garage) overnight except service vehicles during the time they are actually serving a Unit, the Common Elements, the Limited Common Elements or the Association Property; provided, however, that the words "commercial vehicle or truck" shall be deemed to exclude any HUMVEE and/or HUMMER vehicle, pickup truck or similar vehicle having a capacity of less than three-quarters of a ton, used for family transportation purposes and not exhibiting any commercial equipment or cargo, and shall further exclude any automobile bearing a small sized sign with a business name.

16.7 Leases.

No lease of a Unit shall be for less than the entire Unit. No lease for a Unit shall be for a period of less than ninety (90) consecutive days, and no more than two (2) leases of each Unit shall commence in anyone calendar year. During the time a Unit is leased or occupied by others, the Owner thereof shall not have the right to use the Common Elements, the Limited Common Elements, the Association Property, and facilities except as a guest of another Owner or lessee, or to enforce its rights as landlord pursuant to Chapter 83, F.S. All Limited Common Elements appurtenant to a Unit may be leased only in connection with the lease of such Unit. Any lessee of a Unit must adhere to all provisions of this Declaration, the Articles of Incorporation, the Bylaws, the rules and regulations of the Association, and any other applicable provisions of any other agreement, document or instrument governing the Condominium or administered by the Association or any other applicable governmental law, rule or regulation. Owners wishing to lease their Units shall be jointly and severally liable to the Association with the lessees of their Unit for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by or which is the responsibility of such lessee. All leases shall be in writing and shall provide that the Association shall have the right (i) to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration of Condominium, the Articles of Incorporation, or Bylaws, the rules and regulations of the Association, or any other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association, and (ii) to collect all rental payments due to the Owner and to apply same against unpaid Assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments.

16.8 Animals.

No animal(s) shall be kept in any Unit without first giving written notice to the Board of Directors, which notice shall describe such animal(s) by species, height, weight and coloring; provided, however, in the event any animal becomes, in the sole opinion of the Board, a nuisance to the other Owners, such animal shall be removed from the Unit and Condominium Property immediately upon receipt of notice by the Association. In addition, only animals owned by the Owner may be kept in the Unit and Limited Common Elements appurtenant thereto, and no animals owned by tenants, guests or invitees may be kept in the Unit or the Limited Common Elements appurtenant thereto. In no event, except exceptions made by the original Developer to

the original purchaser(s) of a Unit, shall more than two animals be kept in any Unit or Limited Common Element. In the event that the Developer permits the original purchaser to keep more than two animals in the Unit no replacement or substitution of any of the original permitted animals shall be allowed except to the extent the total number of animals does not exceed two. In no event shall any animal other than cats or dogs be kept in any Unit or Limited Common Element without the prior written consent of the Board.

16.9 Flooring.

No hard surfaced flooring without adequate padding or sound proofing materials shall be installed in a Unit, without the prior written approval of the Board of Directors. In addition to the foregoing, the Association may promulgate through rules, additional requirements with respect to the specifications of the flooring that may be installed in Units and the methodology for installation of the same. No alteration or change shall be made to the floor of any Limited Common Element without obtaining the prior written approval of the Association. Only white or off white marble or ceramic tile may be installed on balconies, terraces or patios appurtenant to Units without the prior approval of the Association.

16.10 Antennas, Satellite Dishes.

No Owner may install any antenna, satellite dish or other transmitting, receiving or telecommunications apparatus in or upon his or her Unit (and/or the Limited Common Elements appurtenant thereto), unless such Owner shall have obtained the prior written approval of the Association with respect to the location, manner of installation, operation, maintenance and proper screening (which may include screening by use of an artificial plant) of the same.

16.11 Children.

Children shall be permitted to be occupants of Units.

16.12 Firearms.

The discharge of firearms within the Condominium is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

16.13 Signs.

No sign, poster, display, billboard or other advertising device of any kind including, without limitation, "FOR SALE", "FOR RENT", security service or construction signs shall be displayed on any portion of the Units, Limited Common Elements or Common Elements, without the prior written consent of the Association, except (a) signs, regardless of size, used by the Developer, its successors or assigns or a party developing or marketing any portion of the Condominium Property, including signs used for construction or repairs, advertising, marketing, promotion, sales, re-sales or leasing activities, (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise), and (c) bulletin boards, entrance, directional, informational and similar signs used by

the Association. Any approval granted by Developer to this Section 16.13 shall be determined conclusive and binding upon the Association.

16.14 Lighting.

Except for seasonal decorative lights, which may be displayed between December 1st and January 15 only and in compliance with any regulations of the Association promulgated with respect thereto, the use and nature of all exterior lights and exterior-electrical outlets must be first approved in writing by the Association.

16.15 Exterior Sculpture and Similar Items.

Exterior sculpture, flags, and similar items must be approved by the Association; provided, however, that nothing herein shall prohibit the appropriate display of the American flag.

16.17 Air Conditioning Units.

No window or wall mounted air conditioning units which are visible from outside of the Unit may be installed in any Unit.

16.18 Hurricane Protection.

No type of hurricane protection may be installed in or around the Units and the Limited Common Elements appurtenant thereto, other than hurricane shutters or other hurricane protection approved by the Association, which shall be installed or affixed in a manner approved by the Association. Any such hurricane shutters and similar equipment shall be kept in an open position, except during periods of hurricane or tropical storm watches or warnings. Each Residential Owner who is not a permanent resident shall appoint an agent to be available during the hurricane season if needed and shall notify the Association of the name, address and telephone number of such person. Owners who will be absent from the Unit, shall do likewise for and during the periods of their absences.

16.19 Hazardous Substances.

No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes. No electric, gas, charcoal or other cooking devices, or outside cooking, is permitted on any patio, terrace or balcony.

16.19 Play Equipment, Strollers, Etc.

Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the hallways or other Common Elements or in the Limited Common Elements (including balconies, terraces and patios), except for those areas specifically designated by the Association as a storage area for such items.

16.20 Documents.

Each Owner shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing this Declaration and any other declarations and documents, and any modifications thereto, to any purchaser or grantee of their Unit.

16.21 Additions, Alterations or Improvements by Owners.

16.21.1 Consent of the Board Directors. No Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any exterior portion of the Building, any Limited Common Element or to any Residential Unit without the prior written consent of the Board of Directors of the Association. The Board shall have the obligation to answer, in writing, any written request by a Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of any contractor or subcontractor to perform the work and requiring the Owner to obtain insurance (from an insurance company acceptable to the Board) naming the Developer and the Association as additional insureds, and containing such limits, deductible, terms and conditions as are determined by the Board in its sole discretion. The proposed additions, alterations and improvements by the Owners shall be made in compliance with all laws, rules, ordinances, permits and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Association shall have the right to enter into a Unit at reasonable times and reasonable advance notice in order to prevent damage to the other Units within the Condominium and/or to the Common Elements. Once approved by the Board of Directors in good faith, such approval may not be revoked. An Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising there from, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association. The Association's right of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages or any other remedy from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, and its review of any plans shall not be deemed approval of, any plans from the standpoint structural safety, soundness, workmanship, materials, usefulness, conformity with

building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorney's fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

16.21.2 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 16.21.2 shall not apply to the Developer or to the Developer owned Units. Subject to the terms of this declaration and compliance with the Condominium Act (including, without limitation, Section 718.110(4) thereof) the Developer shall have the additional right to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to all or any part of the recreational facilities.

16.22 Miscellaneous Restrictions.

16.22.1 No use of a Unit may violate any laws, ordinances or regulations of any governmental body.

16.22.2 All Owners, their tenants, guests and invitees shall conform to and abide by this Declaration, the Articles, the Bylaws and the rules and regulations in regard to the use of the Units, the Common Elements, the Limited Common Elements or the Association Property, which rules and regulations may be adopted from time to time by the Board of Directors. Owners shall be responsible and liable to the Association for any costs, fees or expenses which are required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by its tenants, guests and invitees.

16.22.3 No Owner shall permit or suffer anything to be done or kept in his Unit, the Common Elements, the Limited Common Elements or the Association Property which will increase insurance rates on the other Units, the Common Elements, Limited Common Elements or Association Property.

16.22.4 No laundry, garments or other unsightly objects shall be placed where visible from outside of the Unit.

16.22.5 No obstruction of the common way of ingress or egress to the other Units, the Common Elements, the Limited Common Elements assigned to more than one (1) Unit, or the Association Property shall be permitted.

16.22.6 No Owner shall allow anything to remain in or on the Common Elements, Limited Common Elements or Association Property which would be unsightly or hazardous.

16.22.7 The enclosure of terraces (or any portion thereof) of any Unit shall not be permitted except with the written consent of the Board of Directors.

16.22.8 No Owner may use or permit the use of the Common Elements, the Limited Common Elements or the Association Property in such a manner as to abridge the rights of the other Owners entitled to their use and enjoyment.

16.23 Relief by Association.

The Association shall have the power in its sole discretion (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article 16 for good cause shown as determined by the Association in its sole discretion.

17. Transfer of Units.

The transfer of Units by any Owner other than the Developer shall be subject to the following provisions:

17.1 Approval by Association of Residential Transfers.

It shall be necessary for the Board of Directors to approve or not approve in writing all sales, transfers of title, leases, subleases or other occupation of a Unit for which the occupant(s) pay rent, a fee or charge, before such sale, transfer, lease, sublease or occupation for which the occupant(s) pay rent, a fee or charge shall be valid and effective. Prior written approval of the Board of Directors shall also be required for any renewal or extension of the term of any lease, sublease or occupation of a Unit for which the occupant(s) pay a fee or charge before any such renewal or extension shall be valid. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board (the "Application") and shall be accompanied by a transfer fee as required by regulation of the Board; provided however, such fee shall not exceed the maximum amount permitted by law (the "Transfer Fee") and there shall be no Transfer Fee charged in connection with the approval of the renewal of a lease, sublease or occupation for which the occupants pay rent, a fee or charge. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee, sublessee or occupant(s). Further, in considering approval of a lessee, sublessee or occupant paying rent, a fee or charge for occupation of a Unit, grounds for disapproval shall include an Owner's delinquency in the payment of Assessments at the time approval is sought.

Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights as provided in this section shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap.

It shall not be necessary for the Board of Directors to approve: (a) any transfer of title to BankAtlantic or to its successors, designees or assigns in the event it or they should acquire one

or more Units through foreclosure or by deed in lieu of foreclosure or (b) any sale, transfer, lease, or sublease by BankAtlantic or by any of its successors, designees or assigns. Accordingly, this paragraph 17.1 shall be inapplicable to BankAtlantic, the construction lender for the Condominium.

18. Rights of Developer.

Developer hereby reserves unto itself, its successors and assigns, the right to elect the directors of the Association in accordance with the provisions of this Declaration and the Articles of Incorporation.

It is recognized that at the date hereof, construction of all of the Improvements and the Units contemplated by the survey and plot plan attached to this Declaration. Developer expressly reserves every right, necessary or desirable, relative to the Common Elements and the Condominium Property generally, for the purpose of constructing and completing all Improvements within the Condominium Property and the Units and effecting the sale, re-sale or lease of all of the Units.

During such time as the Developer, its successors or assigns, is in the process of construction on any portion of the Condominium Property, the Developer, its successors or assigns, reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property to any Owners, tenants, subtenants, their guests or invitees, and to utilize various portions of the Condominium Property in connection with such construction and development. No Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction.

19. Amendments.

19.1 Amendments by the Association.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Owners. Except as otherwise specifically provided in this Declaration, approvals of proposed amendments must be by an affirmative vote representing not less than two-thirds (2/3) of all Voting Interests in the Condominium. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. The Articles of Incorporation and Bylaws may be amended as provided therein.

19.2 Material Amendments.

No amendment of this Declaration shall change the rights given to the members of the Outrigger Harbour Yacht Club Association, unless agreed to in writing by its members.

No amendment of this Declaration shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, permit timeshare estates, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof and all record owners affected thereby of mortgages or other liens thereon shall join in the execution of the amendment, and the amendment is otherwise approved by a majority of the Voting Interests in the Condominium. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

19.3 Mortgagee's Consent.

No amendment to this Declaration may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

19.4 Developer Amendments.

Notwithstanding anything contained in this Declaration to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the Bylaws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (a) to permit time-share estates; or (b) to effect a "Material Amendment", which must be approved, if at all, in the manner set forth in Section 19.2 above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the prior written consent of the Developer in each instance.

19.5 Execution and Recording.

An amendment, other than amendments made by the Developer alone pursuant to the Condominium Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Martin County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and

words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision. . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

20. Termination of Condominium.

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Condominium Act is authorized by a vote of Owners owning at least three fourths (3/4) of the Voting Interests in the Association and by the Institutional First Mortgagees of Units to which at least sixty-seven percent (67%) of the Voting Interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant. In the event such withdrawal is authorized as aforesaid, and provided that the Board first notifies the Division of an intended withdrawal, the Condominium Property shall be subject to an action for partition by any Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to an Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of Martin County. The Association shall, within thirty (30) days following such recordation, provide the Division with a copy of such recorded certificate.

21. Additional Rights of Mortgagees and Others.

21.1 Availability of Association Documents.

The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles of Incorporation; (c) the Bylaws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

21.2 Notices.

Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of:

21.2.1 any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;

21.2.2 a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;

21.2.3 the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

21.2.4 any proposed action which requires the consent of a specified number of mortgage holders.

21.2 Additional Rights.

Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of the financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

22. Severability.

The invalidity in whole or in part of any covenant or restriction, or any paragraph, section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration, the Articles of Incorporation, Bylaws and rules and regulations, as any or all may be amended from time to time, of the Association shall not affect the validity of the remaining portions.

23. Suits/Arbitration.

23.1 Owner Votes.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws of the Association, except for (i) suits to collect Assessments; (ii) suits against persons or entities who violate this Declaration, Articles or Bylaws of the Association or rules and regulations properly promulgated by the Board of Directors; (iii) suits or administrative actions to contest ad valorem taxes or other applicable taxes; and (iv) the defense of actions against the Association, subsequent to the date that Owners (other than Developer) have elected a majority of the members of the Board of Directors, the Association and its Board of Directors and officers shall not be entitled to bring any legal or administrative actions unless approved by Owners having not less than seventy-five percent (75%) of the Voting Interests. This provision may not be amended without the prior approval of Owners having not less than seventy-five percent (75%) of the Voting Interests.

23.2 Non-Binding Arbitration.

Prior to the institution of litigation in connection with any claims, demands, disputes, controversies and differences that may arise regarding this Condominium or the provisions, conditions or restrictions contained in this Declaration, the Articles or Bylaws of the Association, or any rules or regulations adopted by the Board of Directors, by the Association or any Owner,

the parties shall petition the Division for nonbinding arbitration, as provided in Section 718.1255 of the Condominium Act.

24. Compliance and Remedies for Default.

The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant thereto, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the to injunctive relief, money damages or both, in addition to the remedies provided by statute and common law and other remedies elsewhere provided herein. In any such legal or equitable action or proceeding, the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the court, including appellate proceedings.

25. Covenant Running With the Land.

All provisions of this Declaration, the Articles of Incorporation, Bylaws, and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successor and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and applicable rules and regulations of the Association, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, the Articles of Incorporation, By-laws, and applicable rules and regulations of the Association, all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

26. Disclaimer of Warranties.

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, AS TO CONTINUANCE OF ANY PARTICULAR VIEW (IT BEING UNDERSTOOD AND AGREED THAT CONSTRUCTION ON ANY ADJACENT PROPERTIES MAY OBSTRUCT OR ALTER SUCH VIEW), DESIGN, CONSTRUCTION, SOUND TRANSMISSION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE CONDOMINIUM ACT, TO THE EXTENT APPLICABLE AND TO THE EXTENT THAT SAME HAVE NOT EXPIRED BY THEIR TERMS. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF

ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

27. Miscellaneous.

27.1 Interpretation.

The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

27.2 Mortgagees.

Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

27.3 Signature of President and Secretary.

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

27.4 Governing Law.

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

27.5 Waiver.

The failure of the Association or any Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

27.6 Ratification.

Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles of Incorporation of Incorporation and Bylaws of the Association, and applicable rules and regulations, as amended nom time to time, are fair and reasonable in all material respects.

27.7 Execution of Documents: Attorney-in-Fact.

Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an Interest. The provisions of this Section 27.7 may not be amended without the consent of the Developer.

27.8 Captions.

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

27.9 Liability.

Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

27.9.1 it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

27.9.2 the Association is not empowered, and has not been created, to act as an

entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Martin County and/or any other jurisdiction or the prevention of tortious activities;

27.9.3 the provisions of the Association Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason;

27.9.4 each Owner and each other person having an interest in or lien upon, or making use of any portion of the Condominium Property hereby on notice that given the climate and humid conditions in South Florida, molds, mildew, spores, fungi and/or other toxins may exist and/or develop within the Condominium Property. Certain molds, mildew, spores, fungi and/or other toxins may be or if allowed to remain for a sufficient period, may become toxic and potentially pose a health risk.

Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties Condominium Property (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically assumed the risks associated with molds, mildew, spores, fungi and/or other toxins, and to have waived any and all rights, claims, demands and causes of action against the Association, Developer, Developer's affiliates, contractors, officers, directors, members, managing members and agents arising from or connected with any matter for which the liability of any kind whatsoever of the Association and Developer and has been disclaimed hereby including without limitation, any of the foregoing molds, mildew, spores, fungi and other toxins. As used herein, "Association" shall include within its meaning all of Association's directors, officers, Committee and Board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

27.10 Park and Outrigger Harbour Yacht Club Property

Each Owner and each other person having an interest in or lien upon, or making use of any portion of the Condominium Property hereby on notice that the Condominium Property is bordered on the North by a community park and bordered on the South by a marina and to the extent that activities which would be normal and customary for such properties take place, these activities may interfere with the quiet enjoyment of the Unit.

Each Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties Condominium Property (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically assumed the risks with purchasing a Unit which is located in the near proximity of either or both a park and a marina, and to have waived any and all rights, claims, demands and causes of action against the Association, Developer, Developer's affiliates, contractors, officers, directors, members, managing members and agents arising from or connected with any matter arising from the park and/or marina.

27.11 Continual Maintenance.

In the event of a dissolution of the Association, the owners shall immediately thereupon hold title to the Common Property and Association Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the County pursuant to Section 33-577 of the Martin County Code.

The Association shall not be dissolved nor shall it dispose of any common elements, by sale or otherwise (except to an organization conceived and organized to own and maintain the Common Property and/or Association Property) without first receiving approval from the Board of County Commissioners. If the Association fails to maintain the Common Property and/or Association Property in reasonable order and condition in accordance with the approval final development plan, then the Board of County Commissioners can serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the Common Property and/or Association Property in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or in the alternative that such organization appear before the Board at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Property and/or Association Property or to show cause why it cannot remedy such failure within the thirty-day period. If such failure has not been remedied within the thirty-day period or such longer period as the Board of County Commissioners may have allowed, then the Board of County Commissioners, in order to preserve the taxable values of the real property within the development and to prevent the Common Property and/or Association Property from becoming a public nuisance, shall hold a public hearing to consider the advisability of the County entering upon such Common Property and/or Association Property and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the PUD and shall be sent and published at least fifteen (15) days in advance of the Hearing. At such hearing the Board of County Commissioners may determine that it is or is not advisable for the County to enter upon such Common Property and/or Association Property, take possession of them and maintain them for one year. The County such have the right of entry, possession and maintenance, provided that the above procedures have been followed and such entry, possession and maintenance shall not constitute a trespass. Such entry, possession and maintenance shall not give the public any right to use the Common Property and/or Association Property. The Board of County Commissioners may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such Common Property and/or Association Property to the Association, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one-year periods. The cost of such maintenance by the County shall be assessed ratably against the properties within the Condominium that have a right to enjoyment of the Common Property and/or Association Property and shall become a charge or lien on said properties, and such charge shall be paid by the owners of said properties within thirty (30) days after receipt of a statement thereof.

27.12 Preserve Area.

As described on the Plat, the Preserve Area shall be maintained, as such, by the Association. No improvements or use shall be made in this Preserve Area which would upset the delicate nature of this area. The Board shall provide for reasonable rules and regulations governing the use and maintenance of this Preserve Area.

In Witness Whereof, the duly authorized officers of the undersigned Developer have executed this Declaration under seal, as of this 12 day of December, 2007.

Berk's Landing, LLC.

April Wyatt
Sign Name

April M. Wyatt

Print Name

R. James Ladd

By: R. James Ladd

Its: Managing Member

Michael J. McNicholas
Sign Name

Michael J. McNicholas

Print Name

State of Florida
County of Martin

The forgoing instrument was acknowledged before me this 12 day of December, 2007, by R. James Ladd, Managing Member of Berk's Landing, LLC, who is personally known to me or who has produced a driver's license as identification and who has not taken an oath.



(Notary Seal)

April M. Wyatt

Print or Stamp Name:
Notary Public – State of Florida
My commission expires
Commission Number

Joinder of Association

The Outrigger Harbour Condominium Association, Inc., a Florida not for profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agree to the provisions thereof and assumes the obligations imposed upon it therein.

In witness whereof, the undersigned has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 17 day of December, 2007.

Signed, sealed and delivered
in the presence of:

Outrigger Harbour Condominium
Association, Inc.



April M. Wyatt

Print Name



By: R. James Ladd
Its: President



Michael J. McNicholas

Print Name

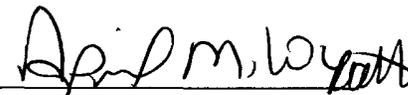


By: Mitchell R. Milesi
Its: Secretary

State of Florida
County of Martin

The forgoing instrument was acknowledged before me this 17 day of December, 2007, by Robert James Ladd and Mitchell R. Milesi, the President and Secretary of Outrigger Harbour Condominium Association, Inc., who are personally known to me or who have produced a driver's license as identification and who have not taken an oath.

(Notary  APRIL M. WYATT
MY COMMISSION # DD 529140
EXPIRES: April 7, 2010
Bonded Thru Notary Public Underwriters



Print or Stamp Name:
Notary Public – State of Florida
My commission expires
Commission Number

MORTGAGEE'S CONSENT

This Consent of Mortgagee is made this 18th day of December, 2007 by
Christopher Hynes of BankAtlantic (the "Mortgagee"):

Pursuant to the provisions of Section 718.104(3) of the Florida Statutes and for good and valuable consideration in hand paid, the Mortgagee, as owner and holder of the following described documents (the "Loan Documents"):

1. Mortgage and Security Instrument, as amended, in favor of BankAtlantic and recorded in Official Records Book 1930 at Page 13;
2. Assignments of Rents, Leases, Profits and Contracts, as amended, in favor of BankAtlantic and recorded in Official Records Book 1930 at Page 50;
3. Financing Statement, as amended, in favor of BankAtlantic and recorded in Official Records Book 1930 at Page 64;

all of the public records of Martin County, Florida securing all of the real property described therein, hereby consents to the making of the Declaration of Condominium for Outrigger Harbour Condominium.

Provided always, nevertheless, that nothing herein contained shall in any way impair, alter or diminish the effect, lien or encumbrance of the Loan Documents or any rights and remedies of the Mortgagee or any subsequent holder thereof, nor shall anything herein contained be construed as an assumption by Mortgagee of any obligation of the grantor of the forgoing Declaration.

In Witness Whereof, the Mortgagee has hereunto caused these presents to be executed on the day and year first written.

Janice Daniels
Janice Daniels
Michael Rosenberg
Michael Rosenberg

BankAtlantic

C Hynes
By: Christopher Hynes
Its: Senior Vice President

OUTRIGGER HARBOUR, A CONDOMINIUM

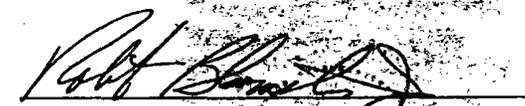
EXHIBIT 'A' & 'B'
SHEET 1 OF 36 (NOT TO SCALE)

SURVEYORS CERTIFICATION:

THE UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR, DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS AN ACCURATE DEPICTION OF SITE PLAN AND ARCHITECTURAL DRAWINGS OF THE IMPROVEMENTS WITHIN "BUILDINGS 1, 2 & 3 AND THE CABANA, OF 'OUTRIGGER HARBOUR, A CONDOMINIUM', AS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS COMPRISING EXHIBIT 'B' OF THE DECLARATION ON CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM, IS AN ACCURATE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND COMMON ELEMENTS FACILITIES HAVE BEEN SUBSTANTIALLY SHOWN FROM PLANS PROVIDED.

I FURTHER CERTIFY THAT THE SKETCH OF BOUNDARY SURVEY, AND THE PLOT PLANS AND FLOOR PLANS MENTIONED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE PROCEDURES USED FOR PREPARATION OF THIS MATERIAL COMPLY WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.


ROBERT BLOOMSTER, JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. FLOOR PLANS AND ELEVATIONS OF BUILDINGS 1, 2, 3 AND CABANA/POOL AREA PROVIDED BY KELLY AND KELLY ARCHITECTS.
3. DRAWINGS SHOWN HEREON WERE FIELD VERIFIED BY THIS FIRM TO BE IN ACCORDANCE WITH THE PLAN PROVIDED BY ARCHITECT.

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BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.S. # 6018

791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A' & 'B'

OVERALL LEGAL DESCRIPTION
SHEET 2 OF 36 (NOT TO SCALE)

LEGAL DESCRIPTION: OVERALL BOUNDARY

BEING ALL OF LOT 2, F.I.T. MINOR PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 28, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, TOGETHER WITH ALL SUBMERGED LANDS RIPARIAN THERETO AS SHOWN ON SAID PLAT.

AND THE FOLLOWING DESCRIBED LANDS IN GOVERNMENT LOTS 4 AND 5, SECTION 26, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S 1/2) OF GOVERNMENT LOT 4 OF SAID SECTION 26; SAID CORNER ALSO BEING LOCATED IN THE WEST LINE OF SAID GOVERNMENT LOT 5; THENCE NORTH 88°56'24" WEST ALONG THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF SAID GOVERNMENT LOT 4 A DISTANCE OF 64.42 FEET TO THE CENTERLINE OF SEWALL'S POINT ROAD; THENCE SOUTH 21°51'51" EAST ALONG SAID CENTERLINE OF SEWALL'S POINT ROAD A DISTANCE OF 384.37 FEET; THENCE NORTH 67°56'13" EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE NORTH 67°56'13" EAST A DISTANCE OF 339.82 FEET; THENCE NORTH 21°38'13" WEST A DISTANCE OF 19.05 FEET; THENCE NORTH 64°48'00" EAST A DISTANCE OF 146.87 FEET; RUNNING PARTIALLY ALONG THE SOUTHFACE OF AN EXISTING MARINA SEAWALL; THENCE CONTINUE ALONG SAID SEAWALL FACE SOUTH 77°45'48" EAST A DISTANCE OF 6.31 FEET TO THE SOUTHEASTERLY FACE OF THE SEAWALL FACING THE INDIAN RIVER; THENCE ALONG SAID SEAWALL FACE NORTH 18°03'33" EAST A DISTANCE OF 4.65 FEET; THENCE DEPARTING SAID SEAWALL RUN NORTH 63°44'39" EAST A DISTANCE OF 65.65 FEET TO A POINT OF INTERSECTION WITH THE JENSEN BEACH AREA BULKHEAD LINE; THENCE NORTH 16°18'36" WEST ALONG SAID JENSEN BEACH AREA BULKHEAD LINE A DISTANCE OF 2.42 FEET; THENCE SOUTH 63°44'39" WEST A DISTANCE OF 193.50 FEET; THENCE NORTH 82°00'21" WEST A DISTANCE OF 35.00 FEET; THENCE SOUTH 63°45'09" WEST A DISTANCE OF 17.00 FEET TO A POINT IN THE FORMER MEAN HIGH WATER LINE OF THE INDIAN RIVER; THENCE NORTH 7°02'09" WEST ALONG SAID FORMER MEAN HIGH WATER LINE 83.25 FEET; THENCE NORTH 32°00'09" EAST A DISTANCE OF 32.00 FEET; THENCE NORTH 63°45'09" EAST 205.00 FEET TO A POINT IN THE JENSEN BEACH AREA BULKHEAD LINE; THENCE NORTH 16°18'06" WEST ALONG SAID BULKHEAD LINE 99.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SUBMERGED LANDS RIPARIAN TO LOT 2 OF F.I.T. MINOR PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGE 28, MARTIN COUNTY PUBLIC RECORDS;

THENCE SOUTH 65°03'51" WEST ALONG THE SOUTH LINE OF SAID SUBMERGED LAND A DISTANCE OF 250.00 FEET TO A POINT IN THE FORMER MEAN HIGH WATER LINE OF THE INDIAN RIVER, SAID POINT IS SHOWN ON SAID F.I.T. MINOR PLAT NO. 1 AS P.R.M. 4; THENCE NORTH 88°56'24" WEST ALONG THE SOUTH LINE OF SAID LOT 2 OF F.I.T. MINOR PLAT NO. 1 A DISTANCE OF 312.00 FEET TO THE NORTHEAST (NE) CORNER OF THE SOUTH ONE-HALF (S 1/2) OF SAID GOVERNMENT LOT 4; THENCE CONTINUE NORTH 88°56'24" WEST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF SAID GOVERNMENT LOT 4 A DISTANCE OF 48.14 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SEWALL'S POINT ROAD; THENCE SOUTH 21°51'51" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 377.98 FEET TO THE POINT OF BEGINNING, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND MARINA FUEL TANK, SAID EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE "POINT OF BEGINNING" OF THE FOREGOING DESCRIBED PARCEL,
THENCE NORTH 67°56'13" EAST A DISTANCE OF 339.82 FEET;
THENCE SOUTH 22°03'47" EAST A DISTANCE OF 24.00 FEET;
THENCE SOUTH 67°56'13" WEST A DISTANCE OF 122.00 FEET;
THENCE SOUTH 22°03'47" EAST A DISTANCE OF 30.00 FEET;
THENCE SOUTH 67°56'13" WEST A DISTANCE OF 20.00 FEET;
THENCE NORTH 22°03'47" WEST A DISTANCE OF 30.00 FEET;
THENCE SOUTH 67°56'13" WEST A DISTANCE OF 197.90 FEET;
THENCE NORTH 21°51'51" WEST A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THOSE EASEMENTS, RIGHTS AND OBLIGATIONS APPURTENANT TO ALL THE FOREGOING DESCRIBED PROPERTY CONTAINED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORD BOOK 788, PAGE 696 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID EASEMENT HAVING BEEN MODIFIED AND AMENDED BY THAT CERTAIN GRANT OF EASEMENT AND TERMINATION OF PRIOR EASEMENTS AND AGREEMENTS RECORDED IN OFFICIAL RECORDS BOOK 951, PAGE 1353, MARTIN COUNTY, FLORIDA PUBLIC RECORDS.

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A' AB

PARCEL 1 (CONDOMINIUM PARCEL - LEGAL DESCRIPTION)
SHEET 4 OF 36 (NOT TO SCALE)

LEGAL DESCRIPTION:

BEING ALL OF LOT 2, F.I.T. MINOR PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 28, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, TOGETHER WITH ALL SUBMERGED LANDS RIPARIAN THERETO AS SHOWN ON SAID PLAT.

AND THE FOLLOWING DESCRIBED LANDS IN GOVERNMENT LOTS 4 AND 5, SECTION 26, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE SOUTH HALF (S 1/2) OF GOVERNMENT LOT 4 OF SAID SECTION 26; SAID CORNER ALSO BEING LOCATED IN THE WEST LINE OF SAID GOVERNMENT LOT 5; THENCE NORTH 88°56'24" WEST ALONG THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF SAID GOVERNMENT LOT 4 A DISTANCE OF 37.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2 (F.I.T. MINOR PLAT), (SAID POINT BEING THE POINT OF BEGINNING); THENCE CONTINUE NORTH 88°56'24" WEST FOR A DISTANCE OF 11.14 FEET; THENCE SOUTH 21°51'51" EAST FOR A DISTANCE OF 124.40 FEET; THENCE NORTH 68°08'09" EAST FOR A DISTANCE OF 79.85 FEET; THENCE NORTH 32°23'04" EAST FOR A DISTANCE OF 13.18 FEET; THENCE NORTH 56°53'21" EAST FOR A DISTANCE OF 24.06 FEET; THENCE NORTH 69°51'18" EAST FOR A DISTANCE OF 24.10 FEET; THENCE NORTH 74°10'21" EAST FOR A DISTANCE OF 27.30 FEET; THENCE NORTH 83°41'10" EAST FOR A DISTANCE OF 13.62 FEET; THENCE SOUTH 85°47'14" EAST FOR A DISTANCE OF 13.62 FEET; THENCE SOUTH 75°22'00" EAST FOR A DISTANCE OF 23.75 FEET; THENCE SOUTH 63°04'44" EAST FOR A DISTANCE OF 20.59 FEET; THENCE SOUTH 56°51'28" EAST FOR A DISTANCE OF 20.72 FEET; THENCE SOUTH 38°08'56" EAST FOR A DISTANCE OF 102.06 FEET; THENCE NORTH 65°07'11" EAST FOR A DISTANCE OF 76.15 FEET; THENCE NORTH 29°27'55" EAST FOR A DISTANCE OF 40.02 FEET; THENCE NORTH 63°45'09" EAST FOR A DISTANCE OF 201.13 FEET; THENCE SOUTH 16°18'06" EAST FOR A DISTANCE OF 99.00 FEET TO THE INTERSECTION OF SOUTH LINE OF SUBMERGED LAND RIPARIAN TO LOT 2 AND THE JENSEN BEACH BULKHEAD LINE AS SHOWN ON SAID F.I.T. MINOR PLAT; THENCE NORTH 18°04'55" WEST ALONG SAID JENSEN BEACH BULKHEAD LINE FOR A DISTANCE OF 324.70 FEET TO THE POINT OF INTERSECTION OF JENSEN BEACH BULKHEAD LINE AND NORTH LINE OF SUBMERGED LANDS RIPARIAN TO LOT 2; THENCE SOUTH 64°33'57" WEST ALONG SAID NORTH LINE OF SUBMERGED LANDS RIPARIAN LINE TO LOT 2 FOR A DISTANCE OF 260.29 FEET; THENCE NORTH 88°56'15" WEST FOR A DISTANCE OF 38.26 FEET; THENCE NORTH 89°26'18" WEST FOR A DISTANCE OF 329.87 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 32°13'34" EAST FOR A DISTANCE OF 46.50 FEET; THENCE SOUTH 21°40'44" EAST FOR A DISTANCE OF 280.25 FEET TO THE POINT OF BEGINNING.

CONTAINING: 243747.54 SQUARE FEET OR 5.60 ACRES MORE OR LESS.

OUTRIGGER HARBOUR, A CONDOMINIUM

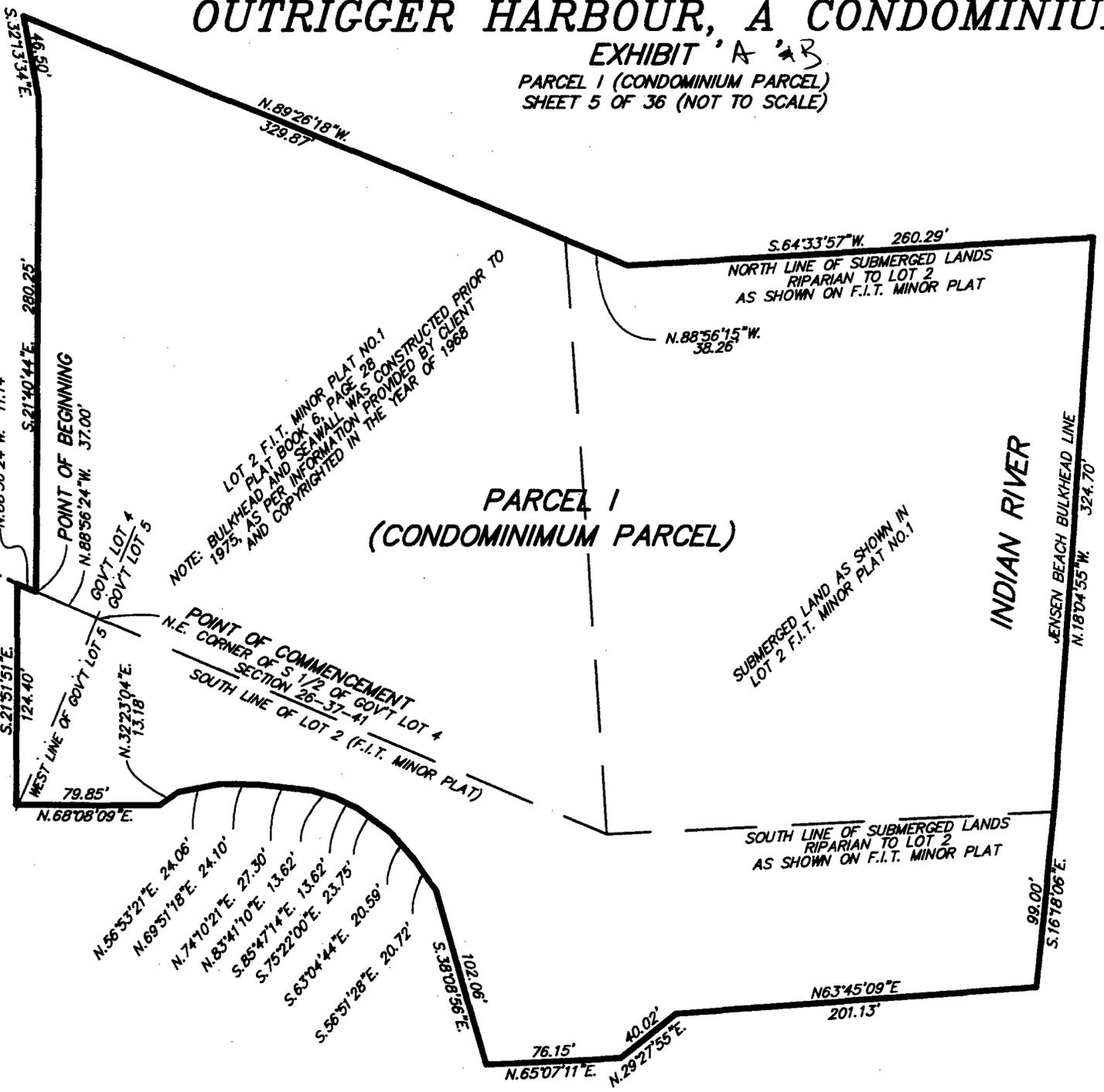
EXHIBIT 'A' & 'B'

PARCEL 1 (CONDOMINIUM PARCEL)
SHEET 5 OF 36 (NOT TO SCALE)



PALMER DRIVE

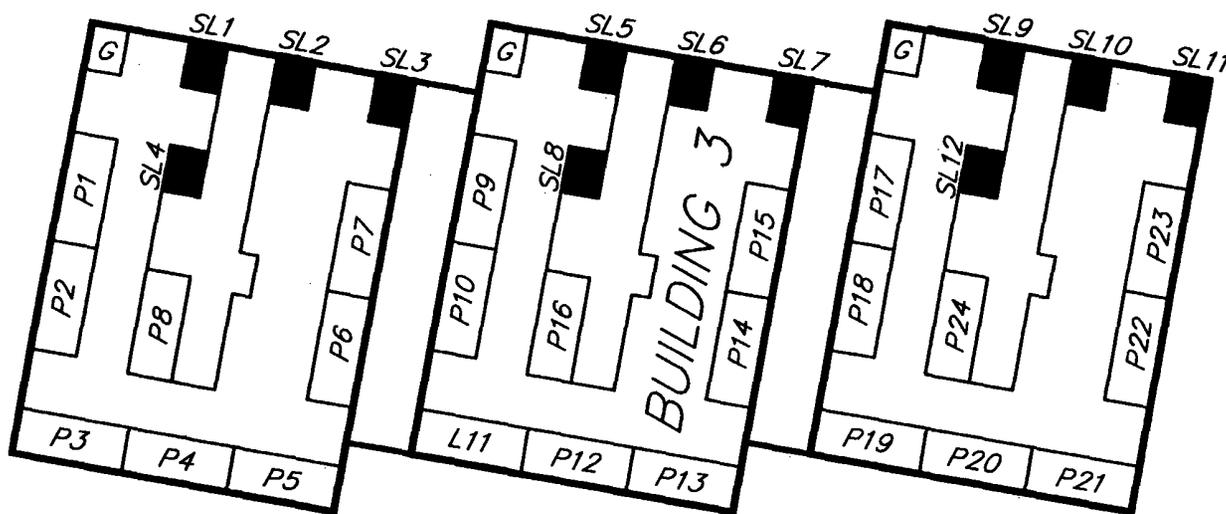
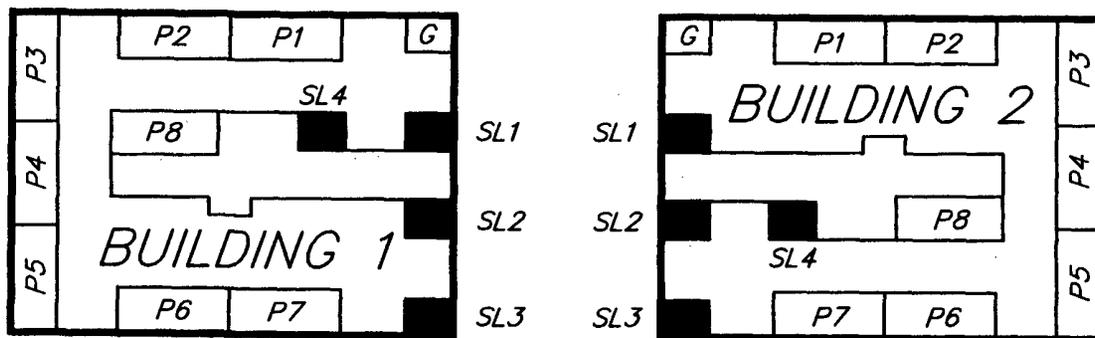
N.E. SEWALL'S POINT ROAD
N.E. INDIAN RIVER DRIVE



OUTRIGGER HARBOUR, A CONDOMINIUM

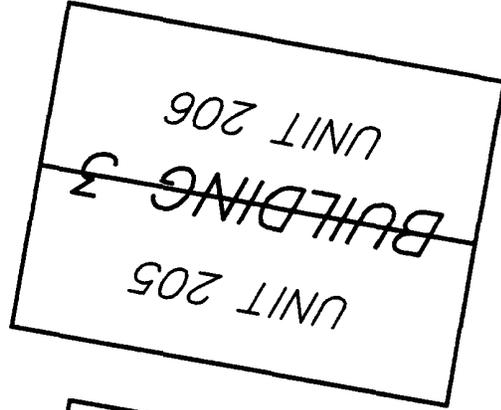
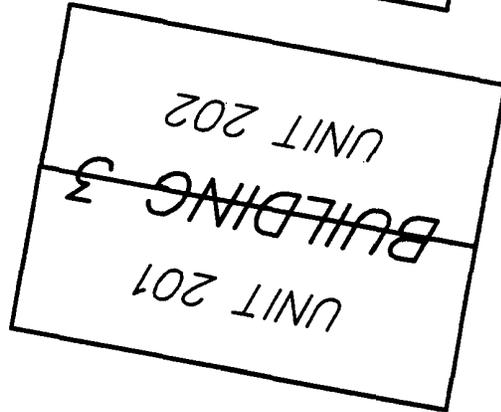
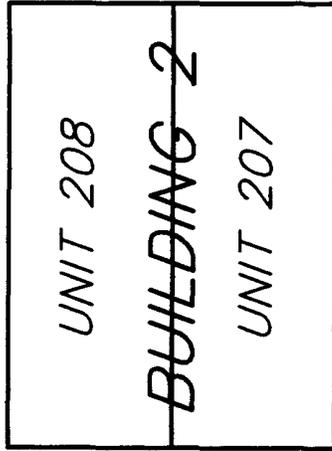
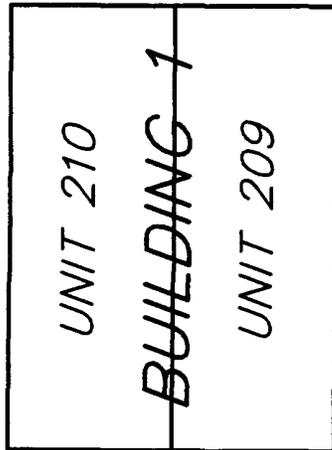
EXHIBIT 'A' & 'B'

BUILDING 1, 2 & 3 (1st FLOOR PARKING & STORAGE DESIGNATIONS)
SHEET 6 OF 36 (NOT TO SCALE)



OUTRIGGER HARBOUR, A CONDOMINIUM

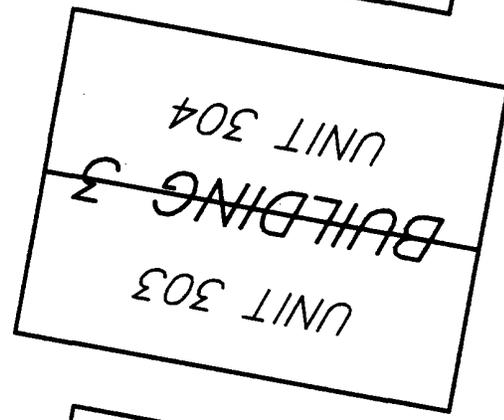
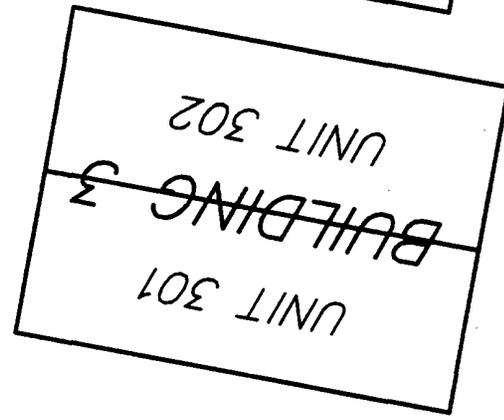
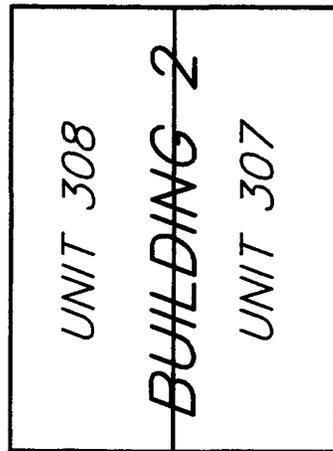
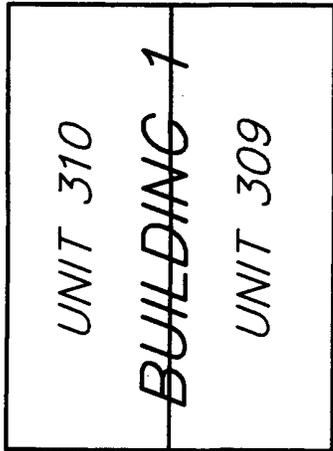
EXHIBIT 'A' & 'B'
BUILDING 1, 2 & 3 (2nd FLOOR UNIT DESIGNATIONS)
SHEET 7 OF 36 (NOT TO SCALE)



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A' & 'B'

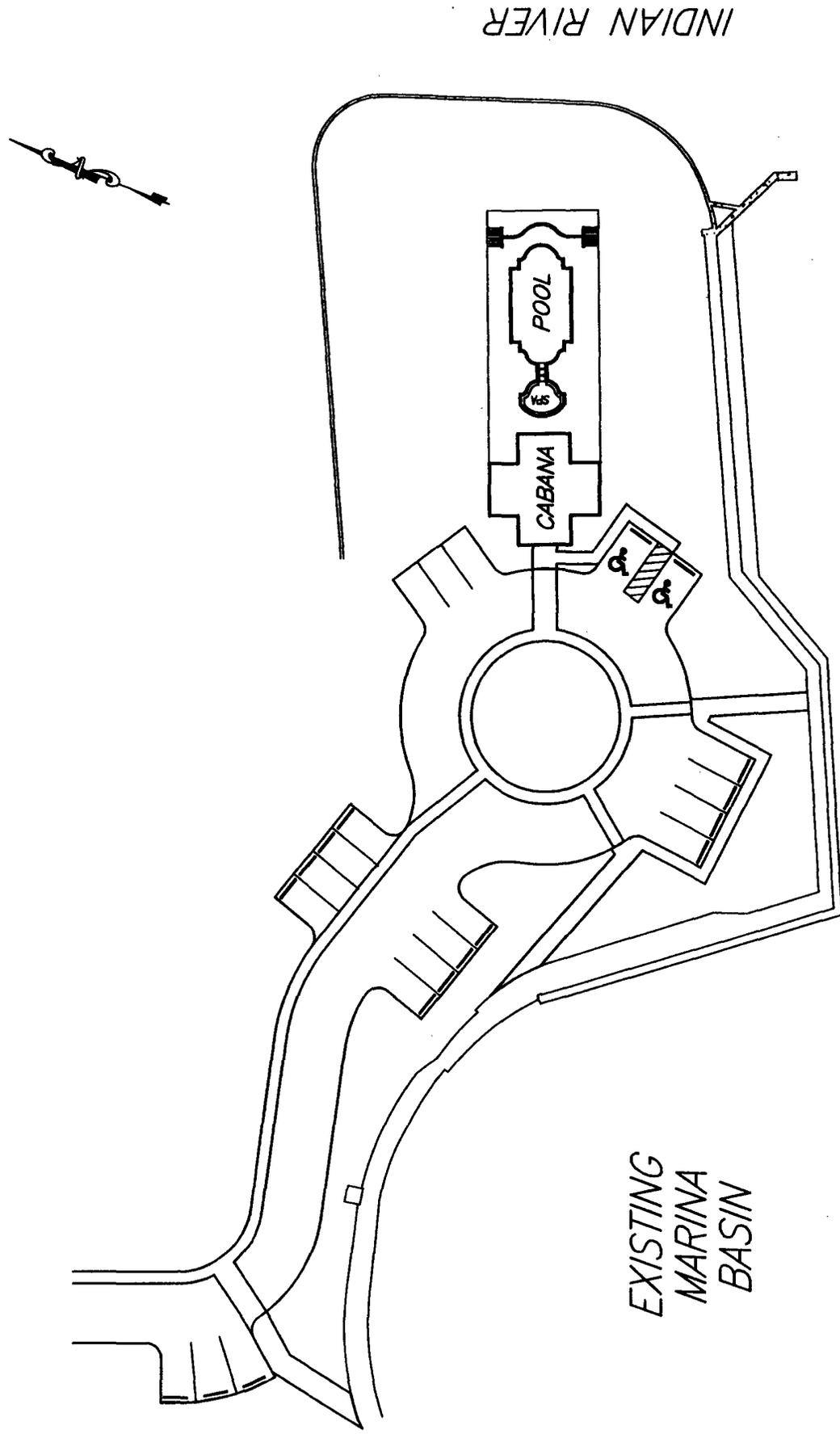
BUILDING 1, 2 & 3 (3rd FLOOR UNIT DESIGNATIONS)
SHEET 8 OF 36 (NOT TO SCALE)



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A & B

OVERALL LEGAL DESCRIPTION
SHEET 9 OF 36 (NOT TO SCALE)



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A' & 'B'

BUILDING 1, 2 & 3 (UNIT CALCULATIONS)
SHEET 10 OF 36 (NOT TO SCALE)

BUILDING 1

UNIT #	SQUARE FEET	FINISH FLOOR ELEV.	CEILING HEIGHT
209	3344	16.33'	26.58'
210	3344	16.33'	26.58'
309	3344	27.67'	37.92'
210	3344	27.67'	37.92'

BUILDING 2

UNIT #	SQUARE FEET	FINISH FLOOR ELEV.	CEILING HEIGHT
207	3344	16.33'	26.58'
208	3344	16.33'	26.58'
307	3344	27.67'	37.92'
308	3344	27.67'	37.92'

BUILDING 3

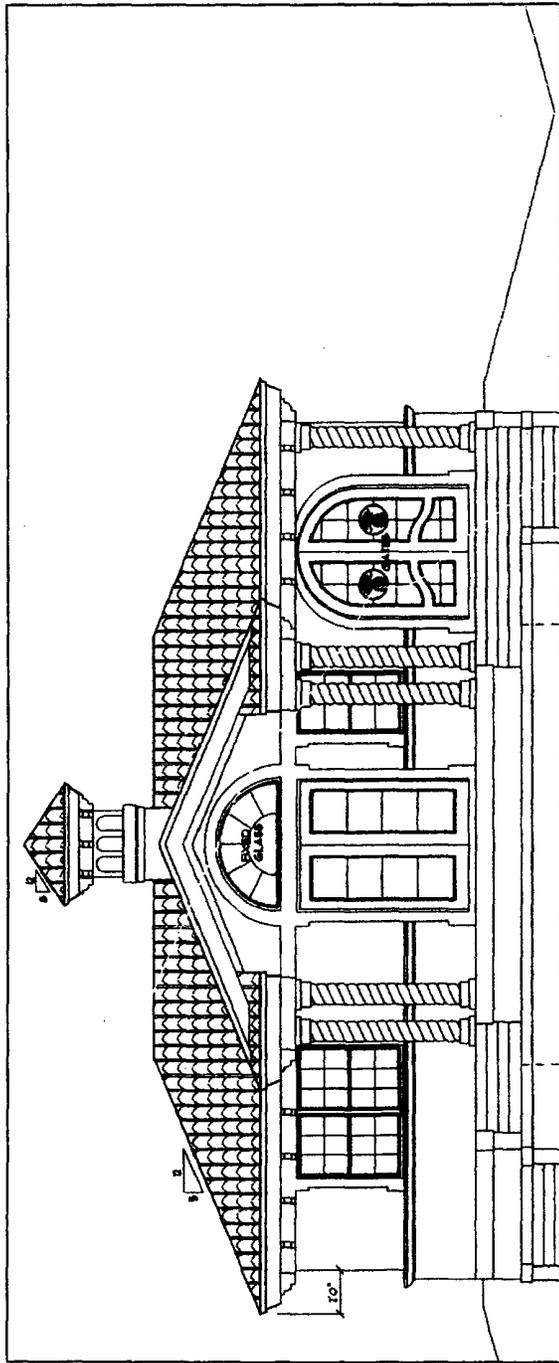
UNIT #	SQUARE FEET	FINISH FLOOR ELEV.	CEILING HEIGHT
201	3410	16.33'	26.58'
202	4042	16.33'	26.58'
203	3912	16.33'	26.58'
204	4024	16.33'	26.58'
205	3960	16.33'	26.58'
206	3410	16.33'	26.58'
301	3410	27.67'	37.92'
302	4042	27.67'	37.92'
303	3912	27.67'	37.92'
304	4024	27.67'	37.92'
305	3960	27.67'	37.92'
306	3410	27.67'	37.92'

NOTE:

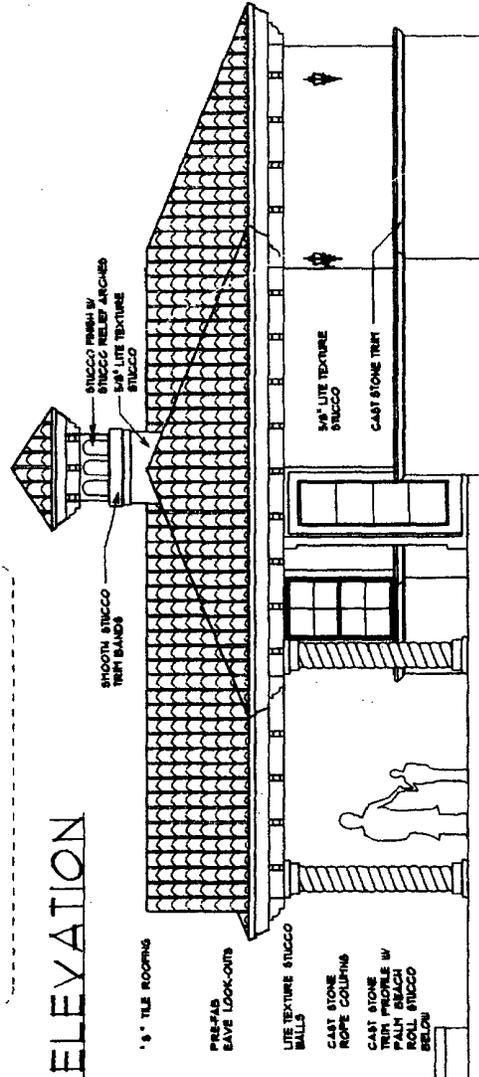
(SQUARE FOOTAGES WERE PROVIDED BY KELLY & KELLY ARCHITECTS AND CONFIRMED BY THIS FIRM)
(CALCULATIONS INCLUDE INTERIOR WALLS, EXTERIOR WALLS AND 1/2 OF ADJOINING WALLS)

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A' & 'B'
 CABANA (FRONT & SIDE ELEVATIONS)
 SHEET 11 OF 36 (NOT TO SCALE)



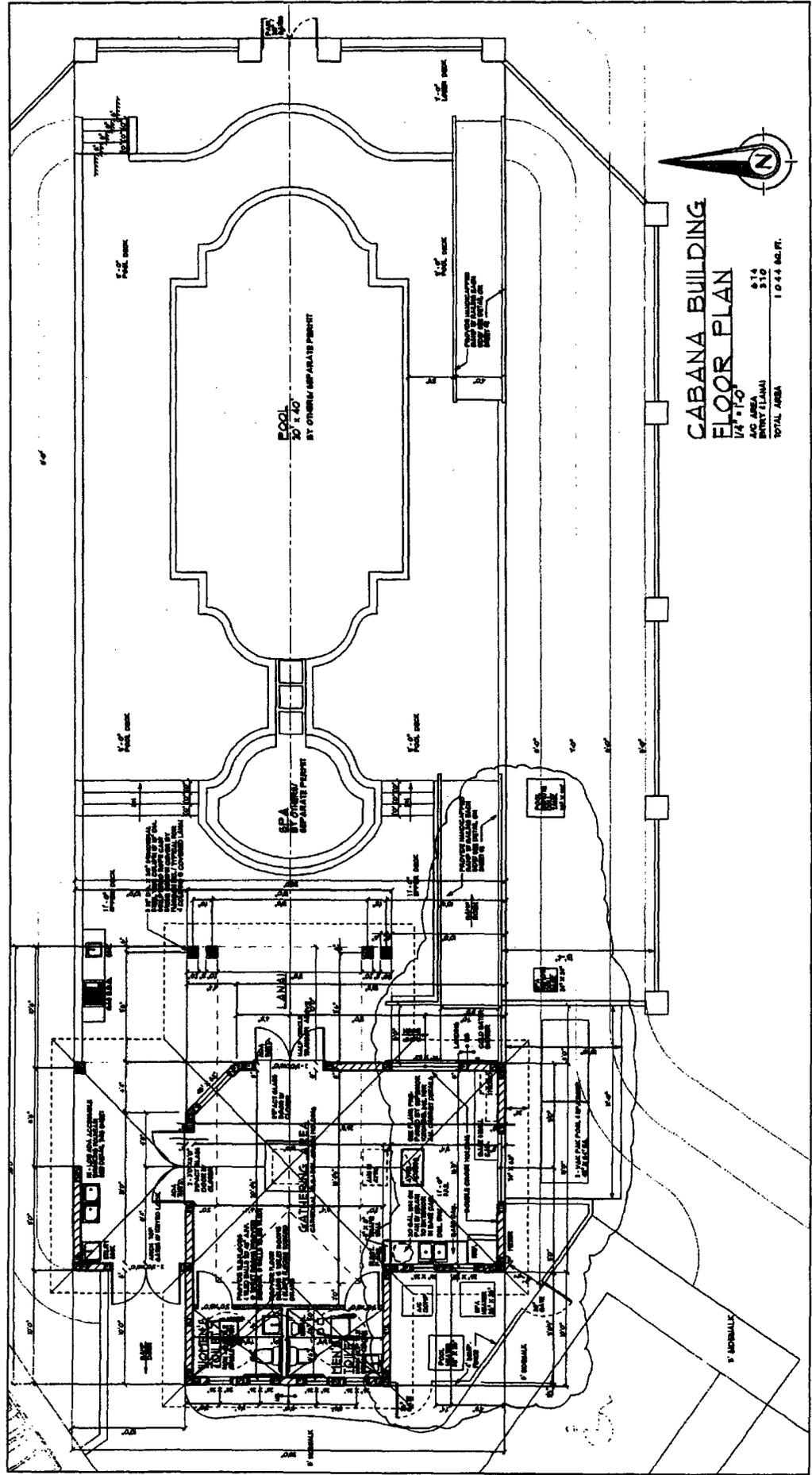
EAST ELEVATION
 1/4" = 1'-0"



NORTH ELEVATION
 1/4" = 1'-0"

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT "A & B"
 CABANA FLOOR PLAN & POOL DECK
 SHEET 12 OF 36 (NOT TO SCALE)

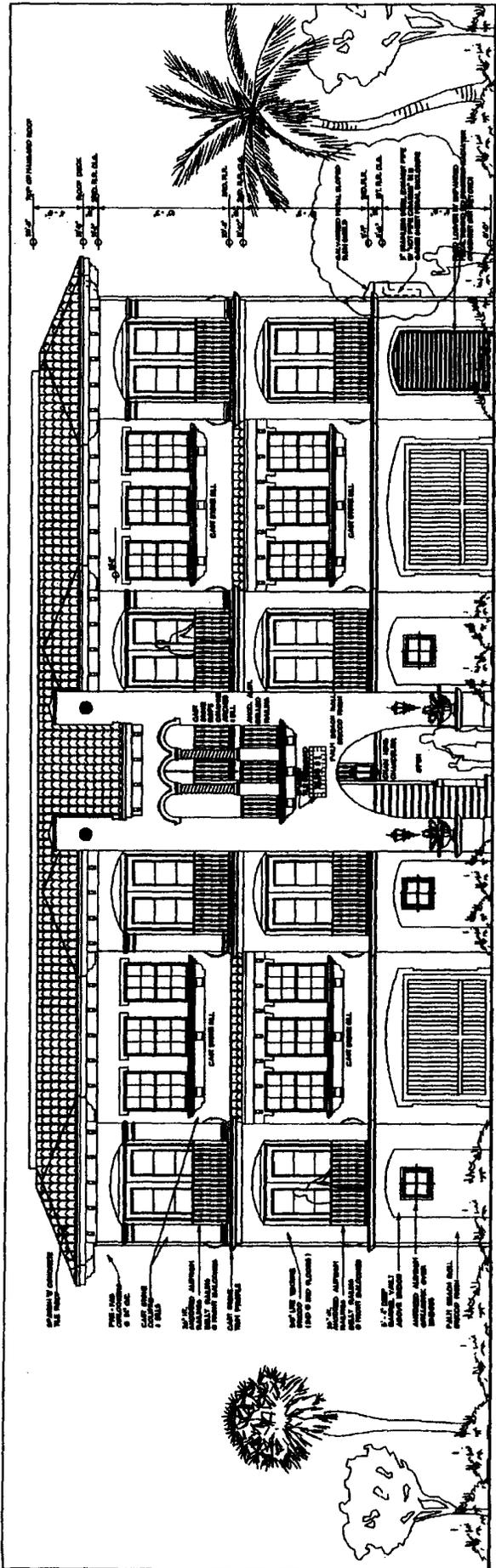


CABANA BUILDING
 FLOOR PLAN
 1/4" = 1'-0"

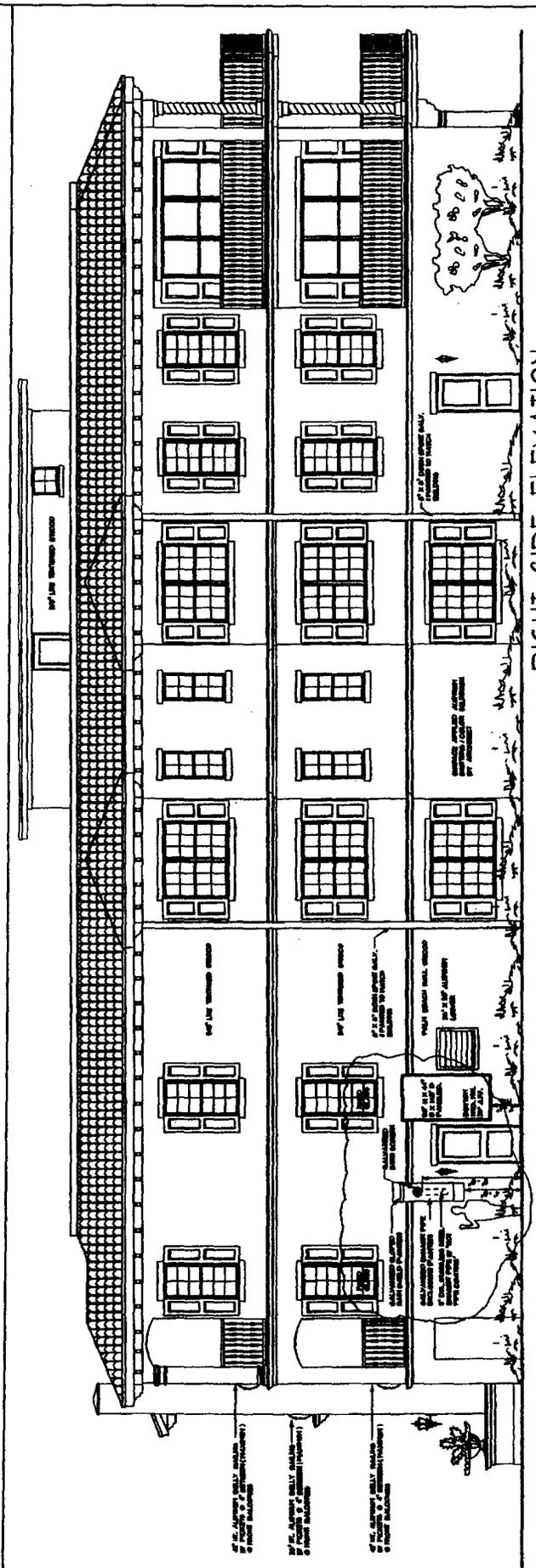
614
 310
 1044 SQ. FT.

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT "A" & "B"
 BUILDING 1, FRONT & RIGHT SIDE ELEVATION
 SHEET 13 OF 36 (NOT TO SCALE)



FRONT ELEVATION

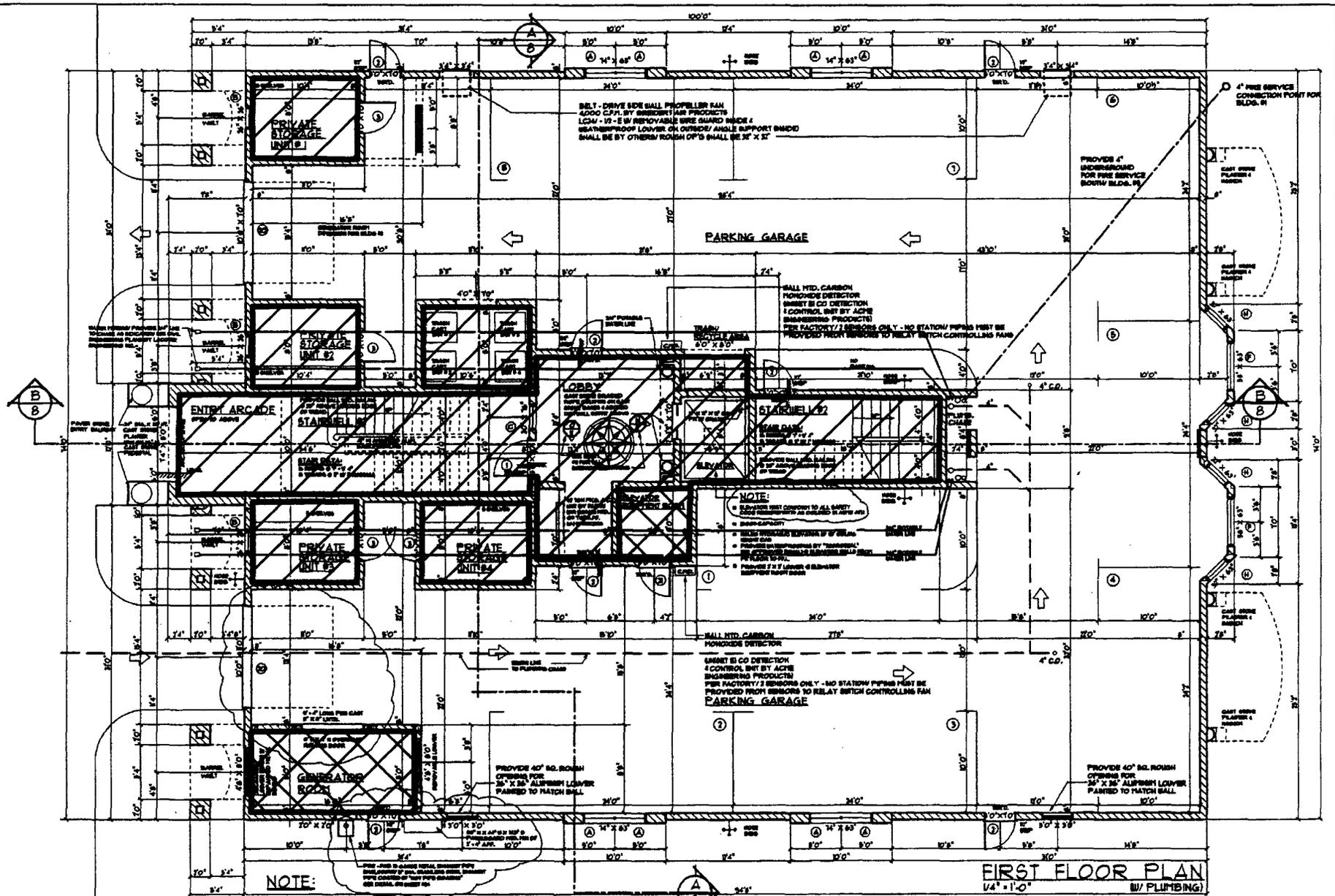


RIGHT SIDE ELEVATION

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A' & 'B' BUILDING 1 (1st FLOOR PLAN) SHEET 14 OF 36 (NOT TO SCALE)

 LIMITED COMMON AREA
 MECHANICAL AREA (RESTRICTED)



NOTE:
SEE CIVIL ENGINEERING PLANS PREPARED BY LACONTE ENGINEERING, INC. DATED 4-26-04 @ 8:51 PM FINAL REVISION DATE OF D-4-08 FOR ALL WATER & SEWER CONNECTIONS FOR ALL BUILDINGS.
VERIFY ALL INFORMATION BY CERTIFIED CIVIL ENGINEERING PLANS.

NOTE:
REVISIONS MUST CONFORM TO ALL SAFETY CODES/REGULATIONS AS APPLIED TO THIS PLAN AND:
• INTERCITY
• BUILDING DEPARTMENT BY 10' SETBACK
• FIRE DEPARTMENT BY 10' SETBACK
• PLUMBING DEPARTMENT BY 10' SETBACK
• ELECTRICAL DEPARTMENT BY 10' SETBACK

FIRST FLOOR PLAN
1/4" = 1'-0"
(W/ PLUMBING)

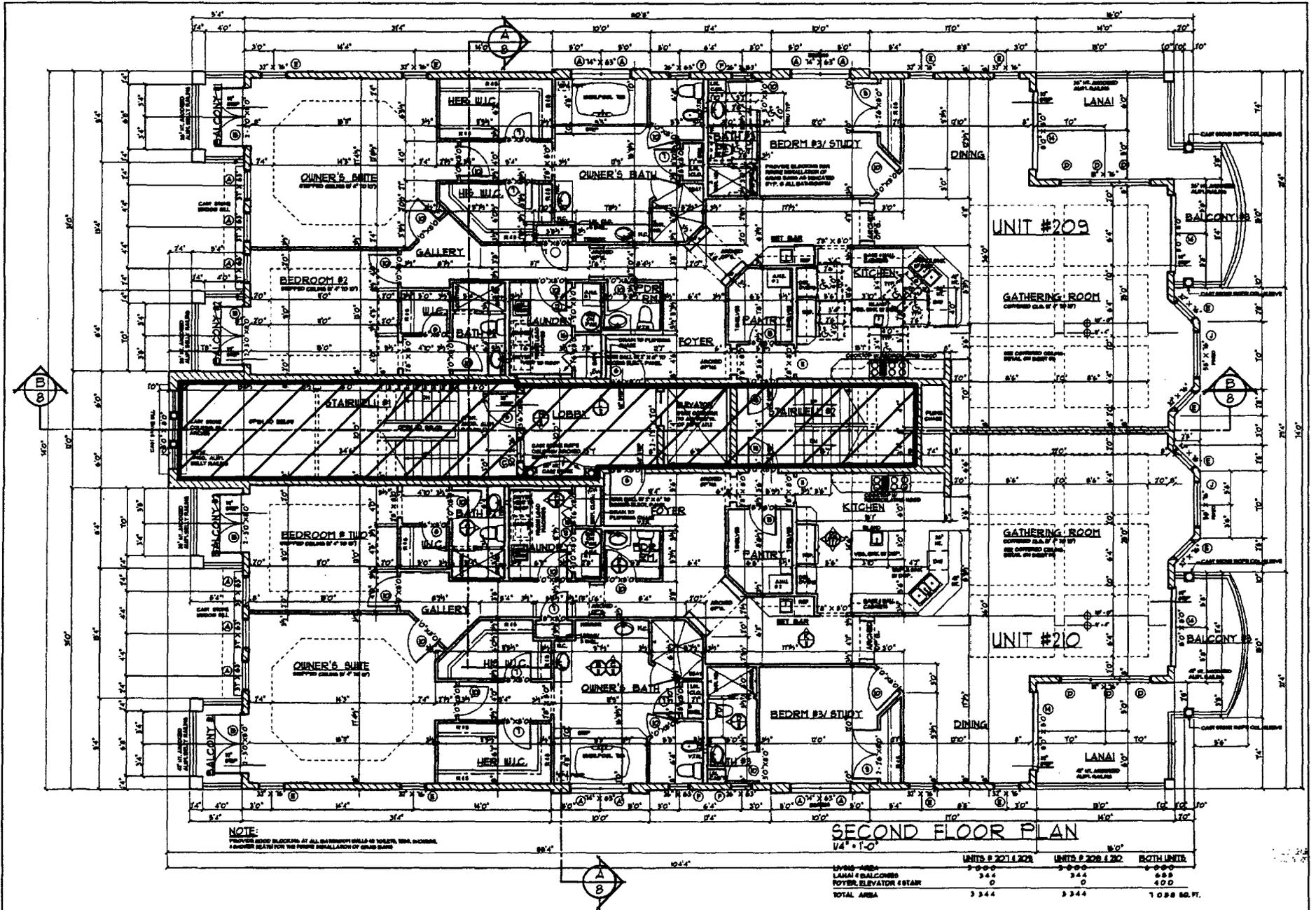
FIRST FLOOR TOTAL AREA	1,336	INDIVIDUAL STORAGE CLOSETS	108 / UNIT X FOUR UNITS	432
SECOND FLOOR TOTAL AREA	1,048	FOYER, ELEVATOR & STAIR		830
THIRD FLOOR TOTAL AREA	1,068	ENTRY & PORCHES		532
GROSS FLOOR AREA	3,452 SQ. FT.	TOTAL AREA		1,336 SQ. FT.

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A 9/3

BUILDING 1, UNITS 209 & 210
2nd STORY FLOOR PLAN
SHEET 15 OF 36 (NOT TO SCALE)

 LIMITED COMMON AREA



NOTE:
FURNISH SECOND BALCONIES AT ALL UNITS WITH TABLES AND SEATERS, WITH 2 CHAIRS.
FURNISH ELEVATOR FOR THE PRIVATE INSTALLATION OF GYM EQUIP.

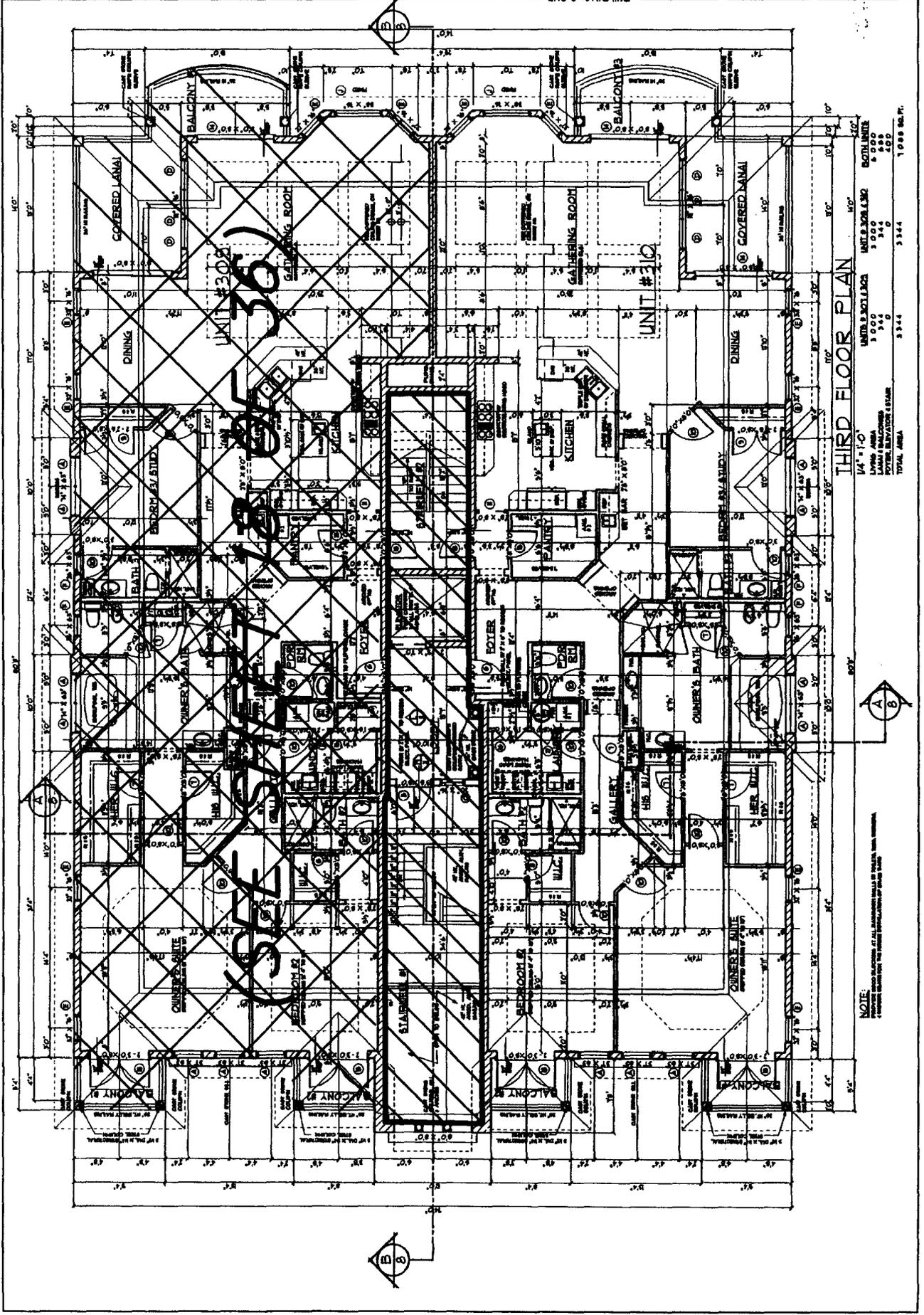
SECOND FLOOR PLAN
1/4" = 1'-0"

	UNITS # 209 & 210	UNITS # 208 & 210	BOTH UNITS
LIVING AREA	344	344	688
LANAI & BALCONIES	344	344	688
FOYER, ELEVATOR & STAIR	0	0	0
TOTAL AREA	3344	3344	10998 SQ. FT.

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A-15
 BUILDING 1, UNITS 309 & 310
 3RD STORY FLOOR PLAN
 SHEET 16 OF 36 (NOT TO SCALE)

LIMITED COMMON AREA



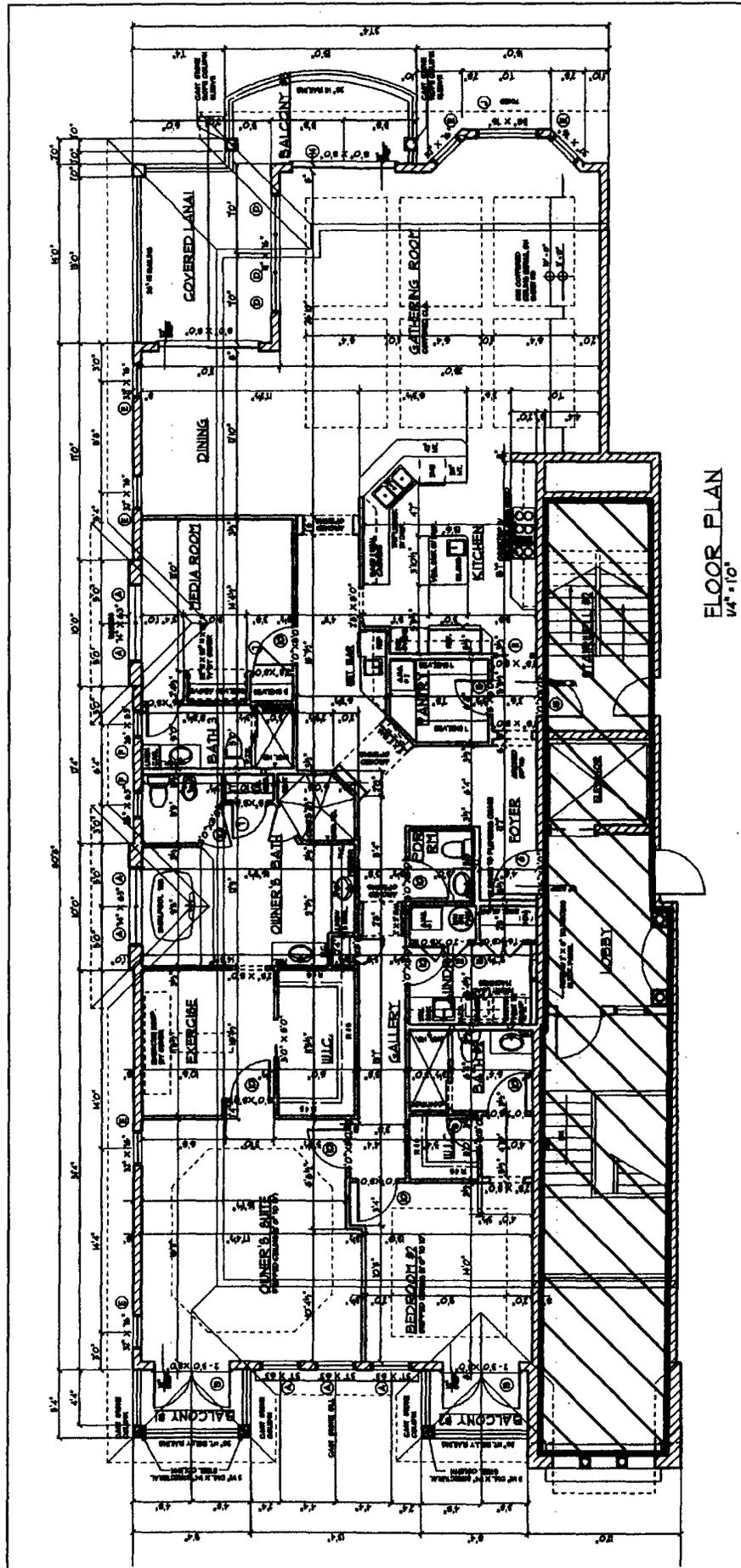
OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A 1 & 2

BUILDING 1, UNIT 309

SHEET 18 OF 36 (NOT TO SCALE)

HUSSY RESIDENCE

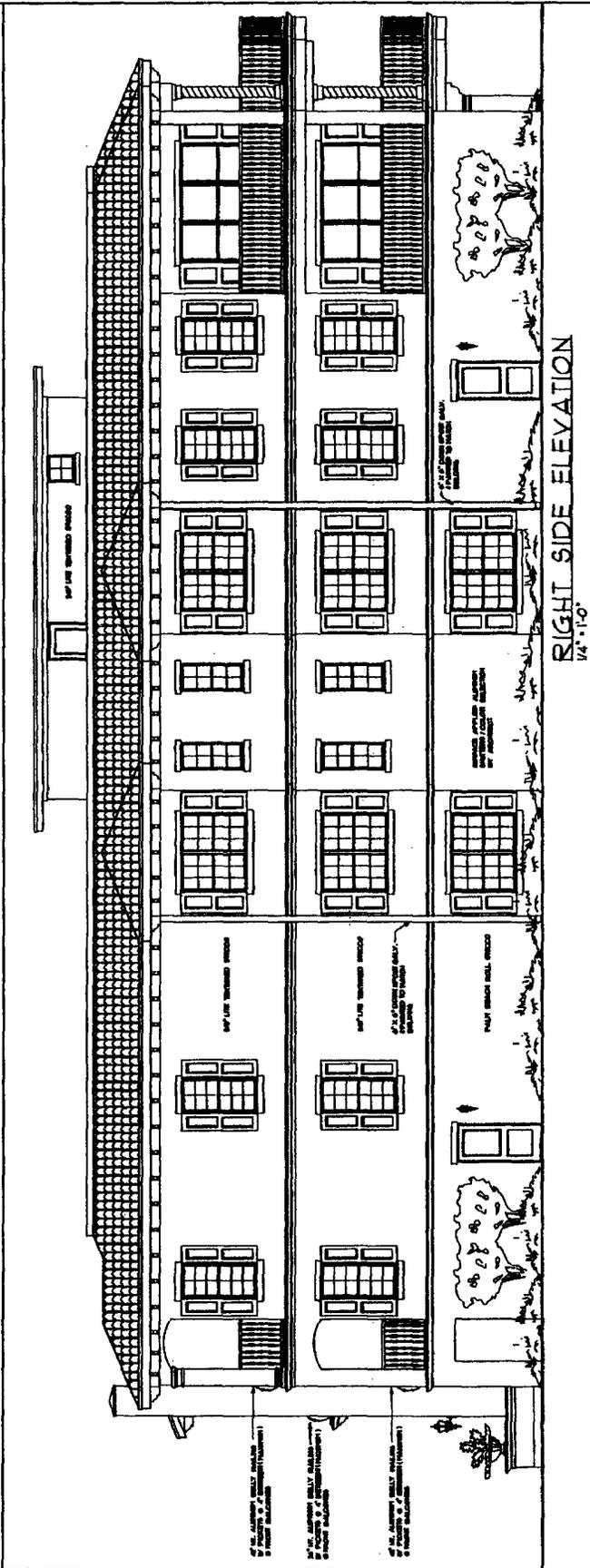
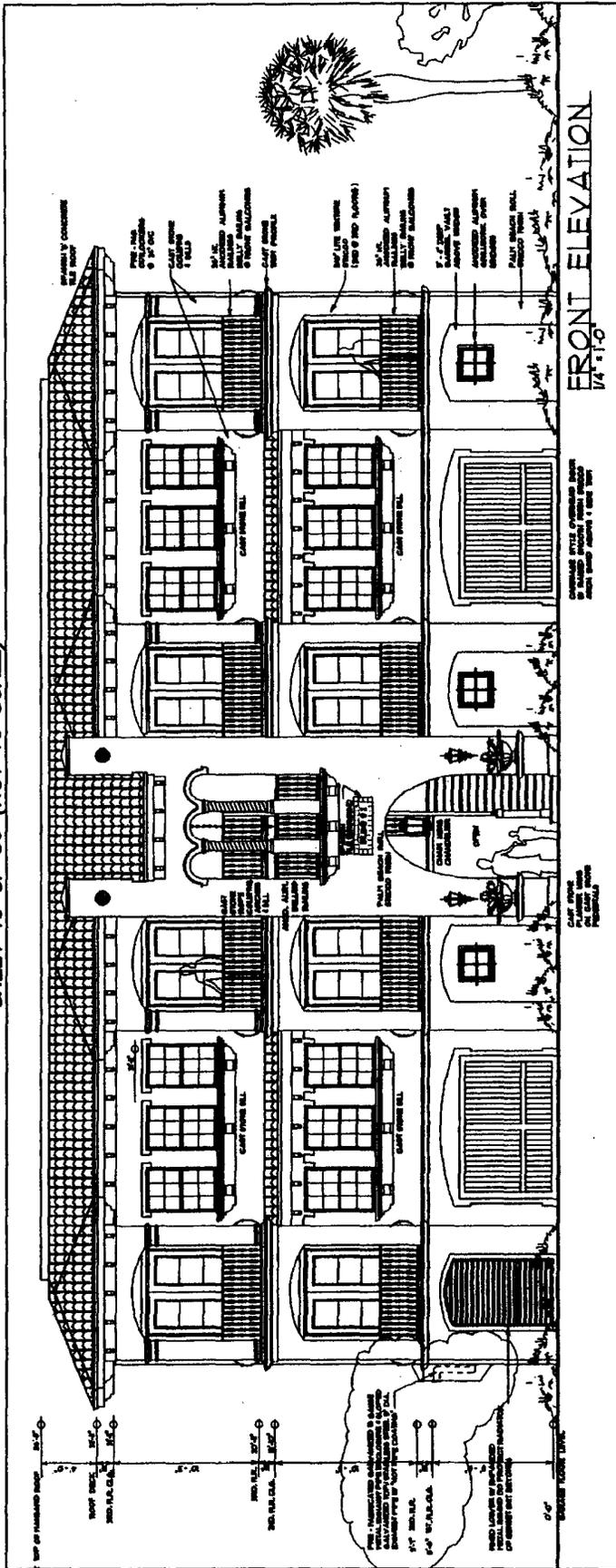


FLOOR PLAN
1/4" = 10'

 LIMITED COMMON AREA

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A' & 'B'
 BUILDING 2, FRONT & SIDE ELEVATION
 SHEET 19 OF 36 (NOT TO SCALE)



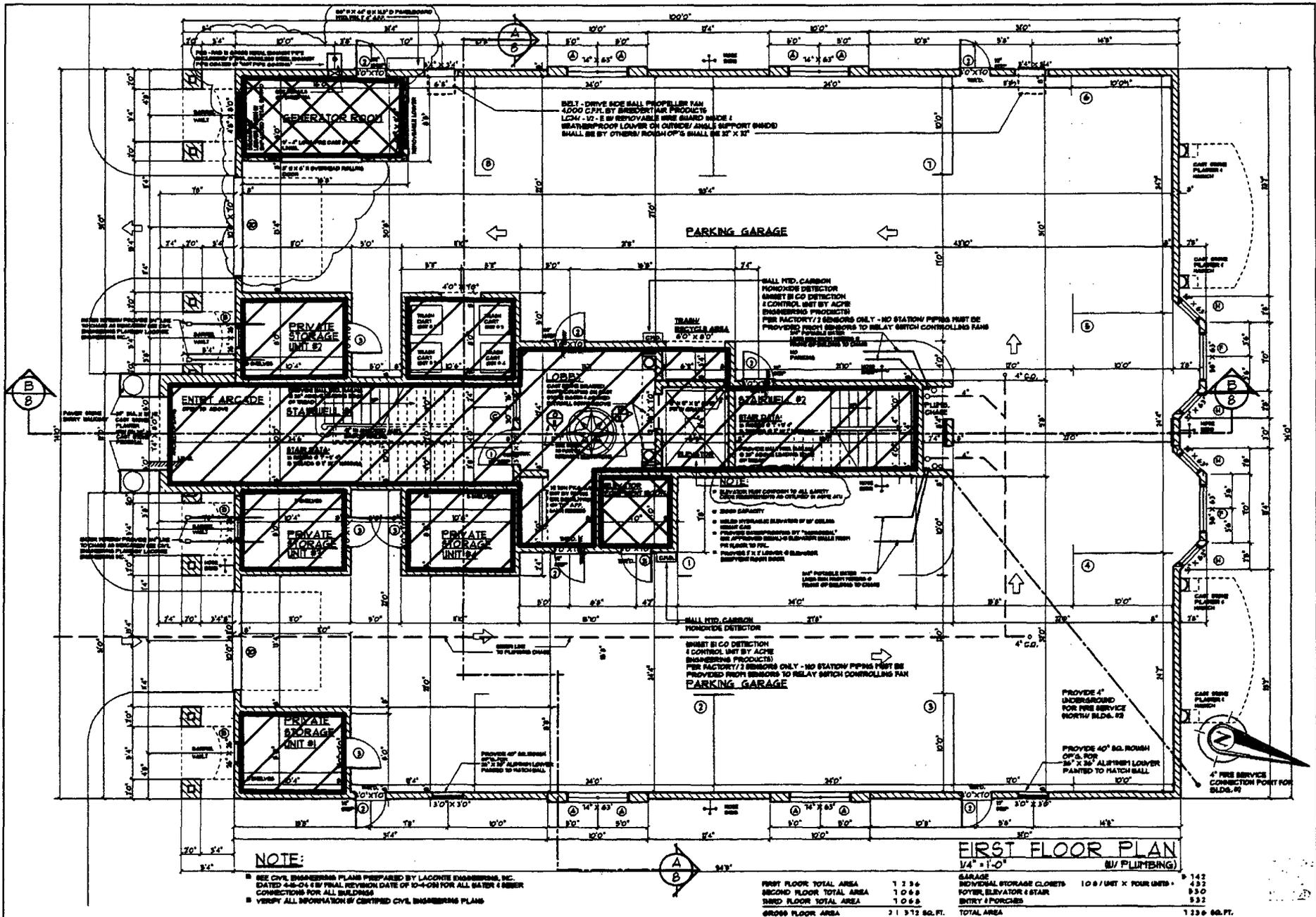
OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A & B

BUILDING 2, 1st STORY FLOOR PLAN
SHEET 20 OF 36 (NOT TO SCALE)



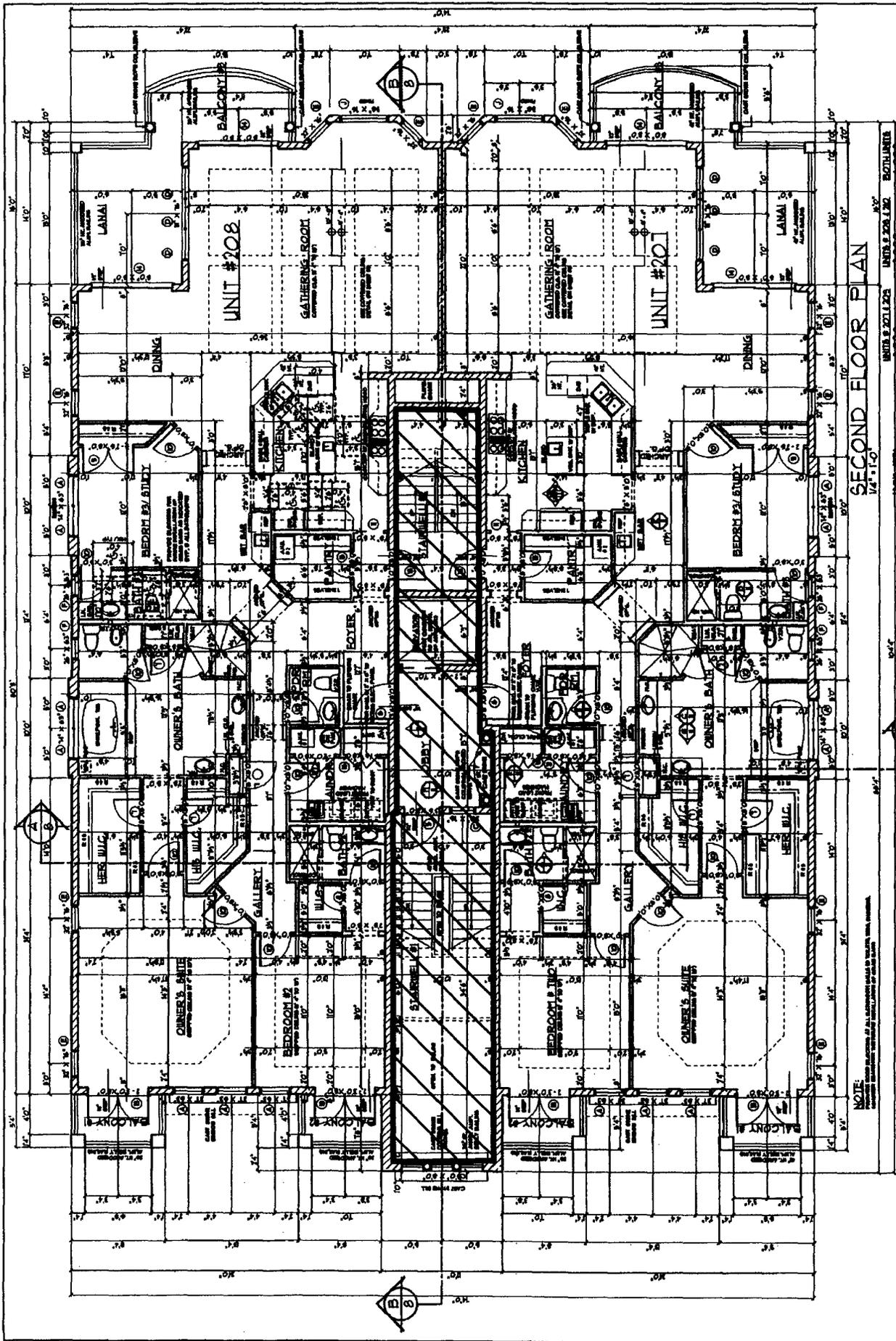
LIMITED COMMON AREA
MECHANICAL AREA (RESTRICTED)



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A & B'
 BUILDING 2, 2nd STORY FLOOR PLAN
 SHEET 21 OF 36 (NOT TO SCALE)

LIMITED COMMON AREA



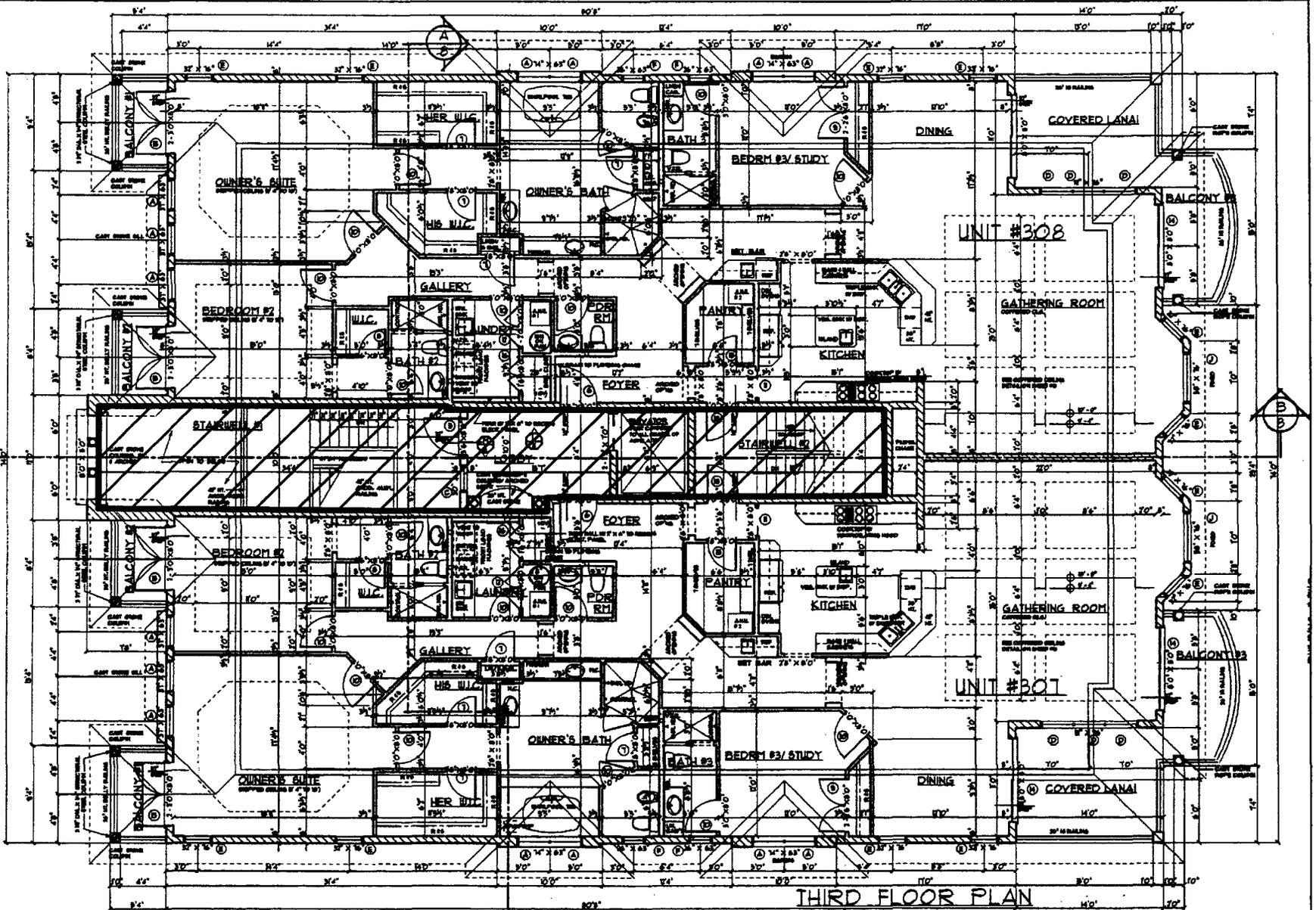
NOTE: THESE DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DESCRIPTION	AREA
UNIT #208	3,344
UNIT #207	3,344
COMMON AREA	1,088
TOTAL AREA	7,776

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A & B'
 BUILDING 2, 3rd STORY FLOOR PLAN
 SHEET 22 OF 36 (NOT TO SCALE)

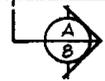
 LIMITED COMMON AREA



NOTE:
 PROVIDE DOOR BLOCKING AT ALL BEDROOM DOORS TO TOILET, TUB, SHOWER,
 AND/OR CLOSET. THE ABOVE REPAIRS ARE TO BE COMPLETED BY THE OWNER.

THIRD FLOOR PLAN

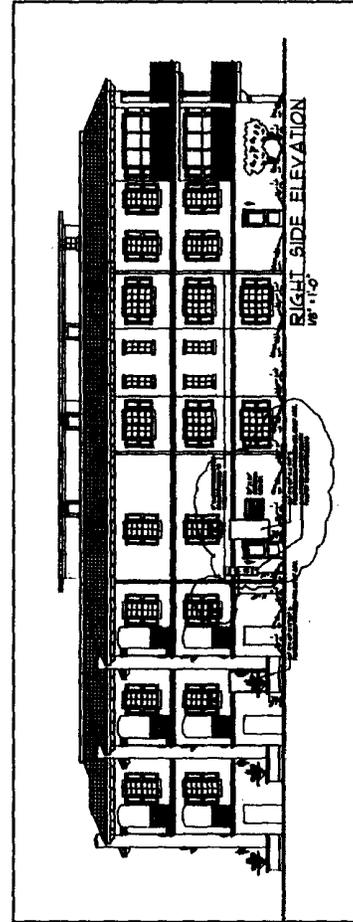
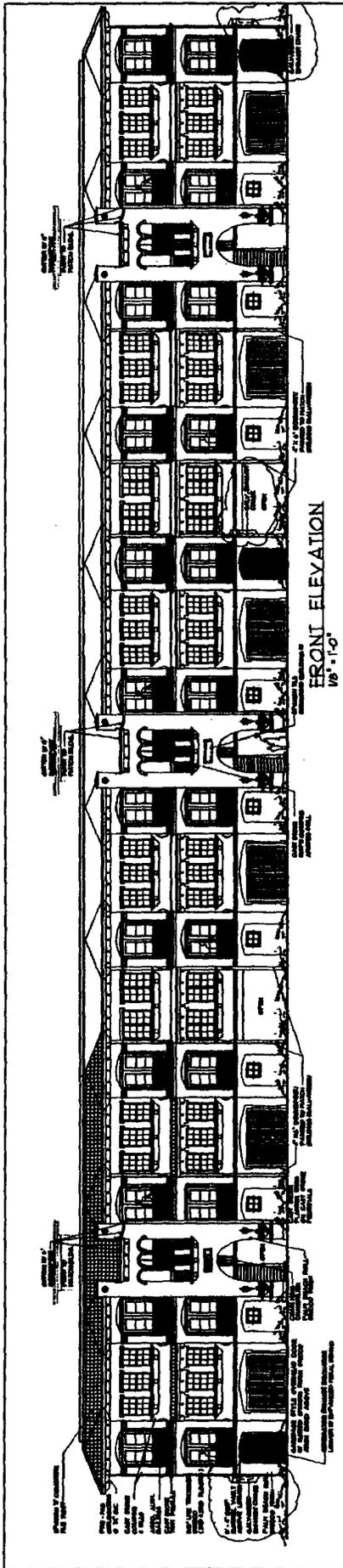
1/4" = 1'-0"	UNIT # 301 & 302	UNIT # 308 & 310	BOTH UNITS
LIVING AREA	3 000	3 000	6 000
LANAI & BALCONY	3 44	3 44	6 88
FOYER, ELEVATOR & STAIR	1 0	0	400
TOTAL AREA	3 344	3 344	1 088 SQ. FT.



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A & B

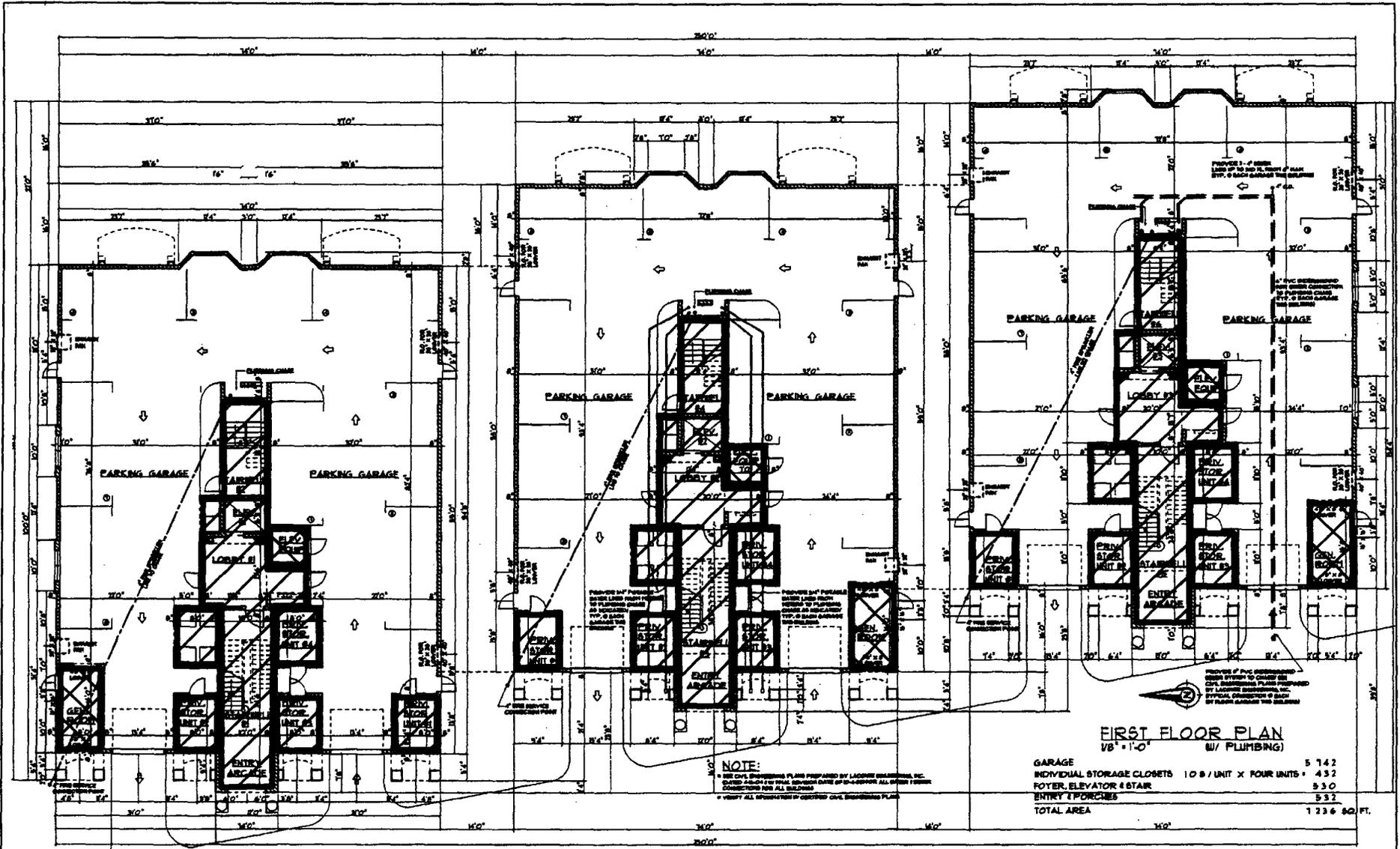
BUILDING 3, FRONT & SIDE ELEVATIONS
SHEET 24 OF 36 (NOT TO SCALE)



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A & B
 BUILDING 3, 1st FLOOR PLAN - OVERALL
 SHEET 25 OF 36 (NOT TO SCALE)

 LIMITED COMMON AREA
 MECHANICAL AREA (RESTRICTED)



NOTE:
 ALL DIMENSIONS SHOWN ON THESE PLANS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

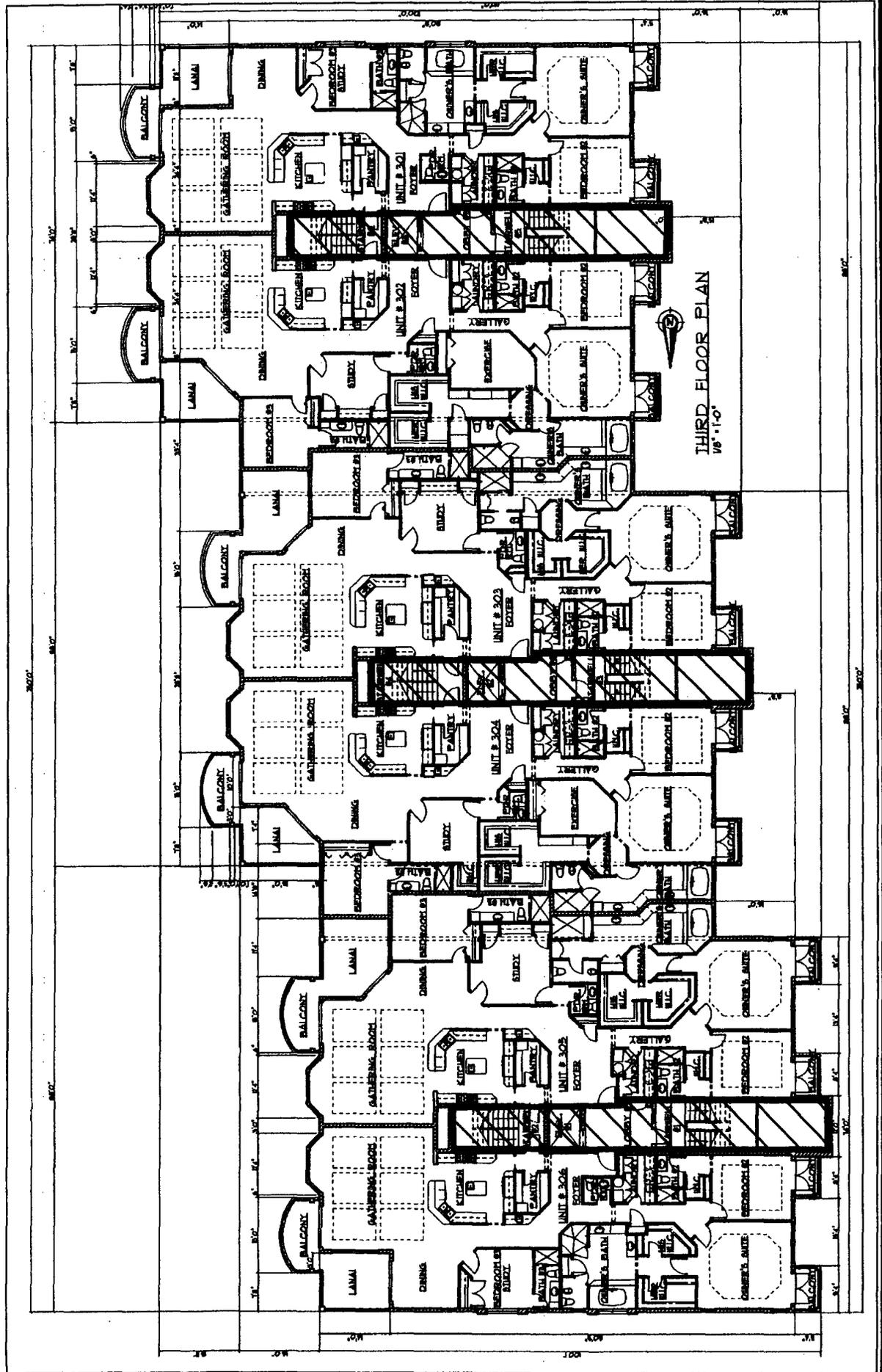
FIRST FLOOR PLAN
 1/8" = 1'-0" (W/ PLUMBING)

GARAGE	5 742
INDIVIDUAL STORAGE CLOSETS	10 @ / UNIT X FOUR UNITS = 432
FOYER, ELEVATOR & STAIR	530
ENTRY & PORCHES	532
TOTAL AREA	1 236 SQ. FT.

OUTRIGGER HARBOUR, A CONDOMINIUM

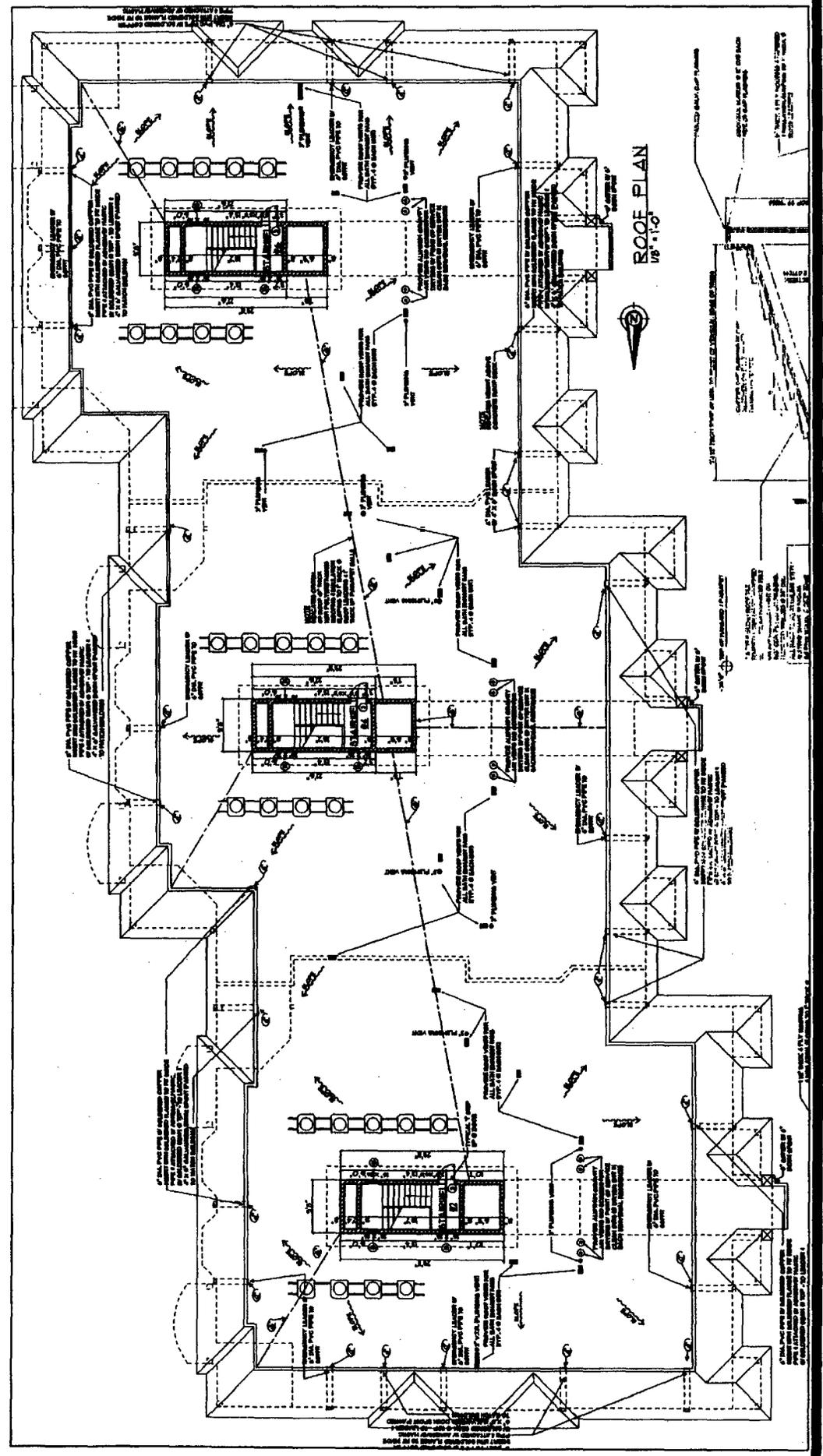
EXHIBIT A & B
 BUILDING 3, 3rd FLOOR PLAN - OVERALL
 SHEET 27 OF 36 (NOT TO SCALE)

 LIMITED COMMON AREA



OUTRIGGER HARBOUR, A CONDOMINIUM

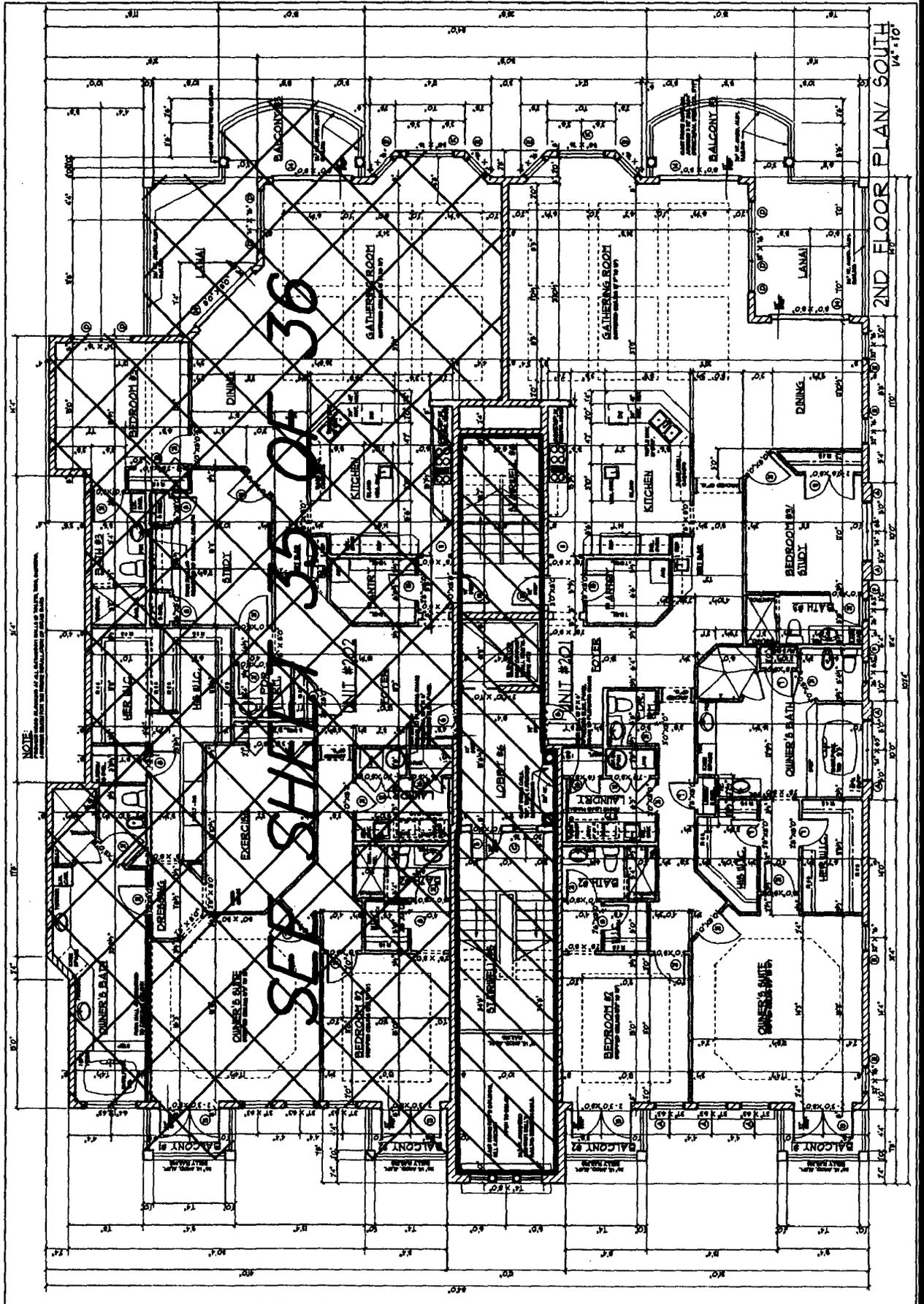
EXHIBIT A & B
BUILDING 3, ROOF PLAN - OVERALL
SHEET 28 OF 36 (NOT TO SCALE)



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A & B
BUILDING 3, UNITS 201-202
2nd STORY FLOOR PLAN
SHEET 29 OF 36 (NOT TO SCALE)

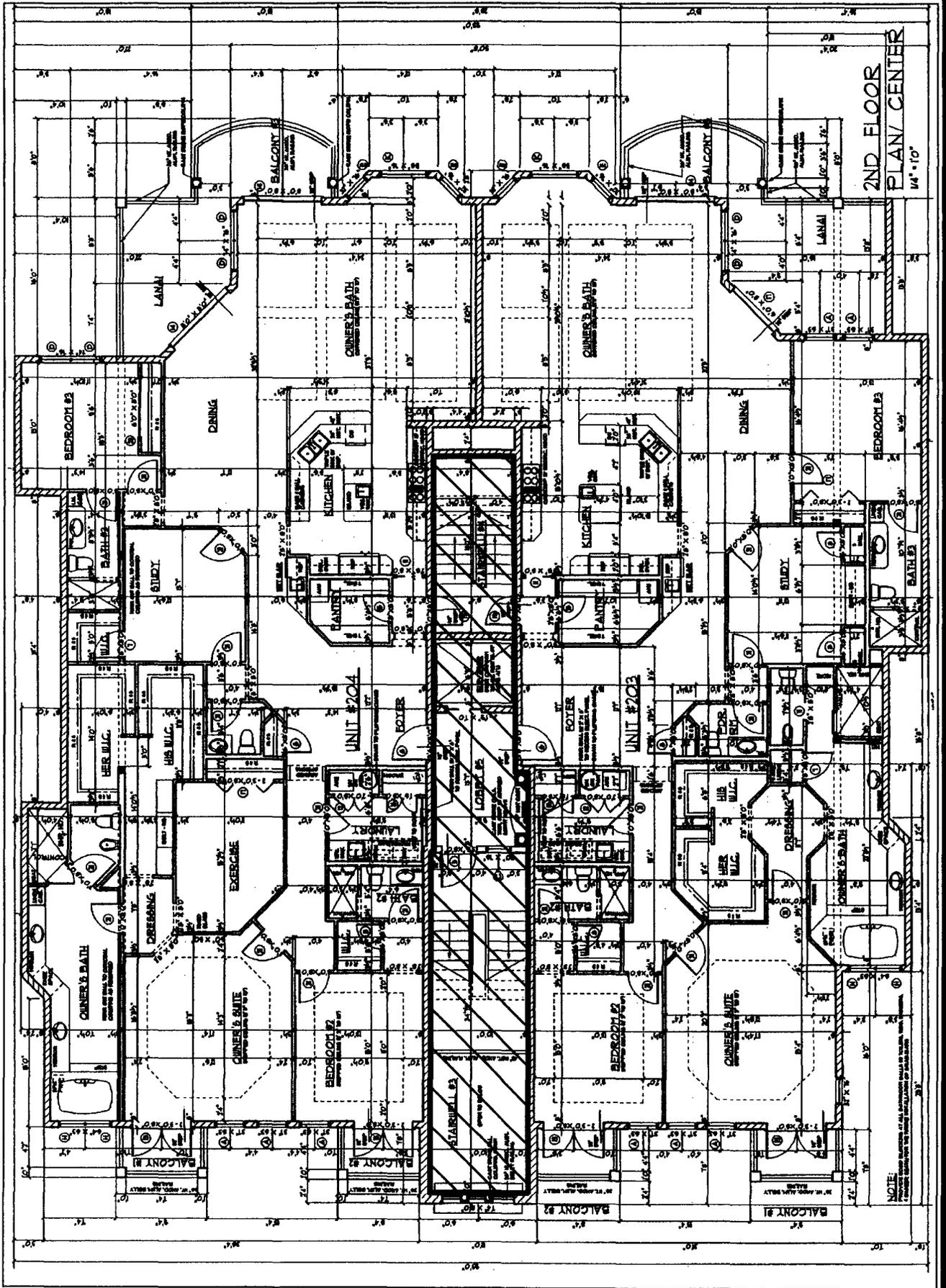
LIMITED COMMON AREA



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A & B
 BUILDING 3, UNITS 203-204
 2nd STORY FLOOR PLAN
 SHEET 30 OF 36 (NOT TO SCALE)

LIMITED COMMON AREA



NOTE:

OUTRIGGER HARBOUR, A CONDOMINIUM

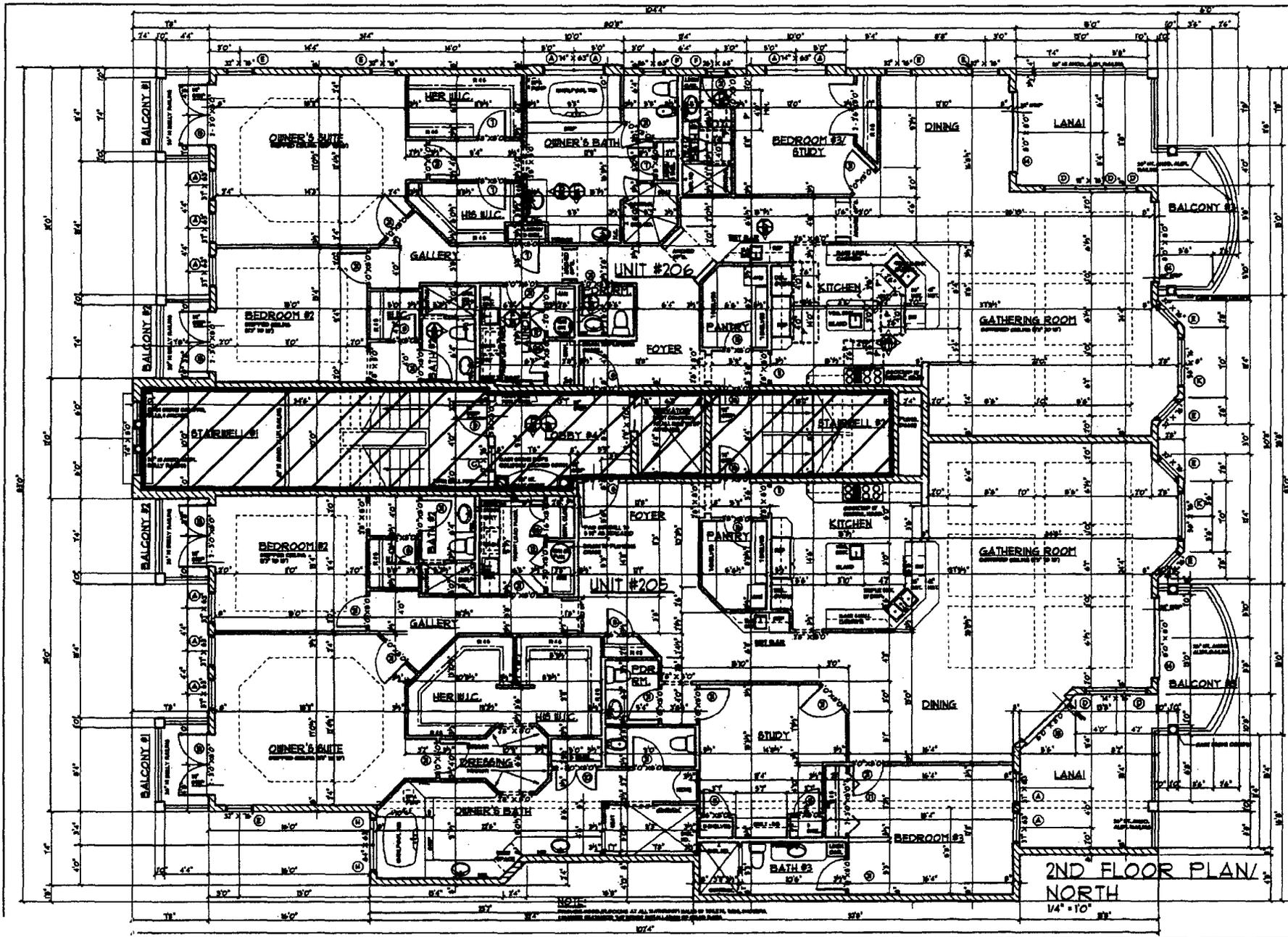
EXHIBIT A & B

BUILDING 3, UNITS 205-206

2nd STORY FLOOR PLAN

SHEET 31 OF 36 (NOT TO SCALE)

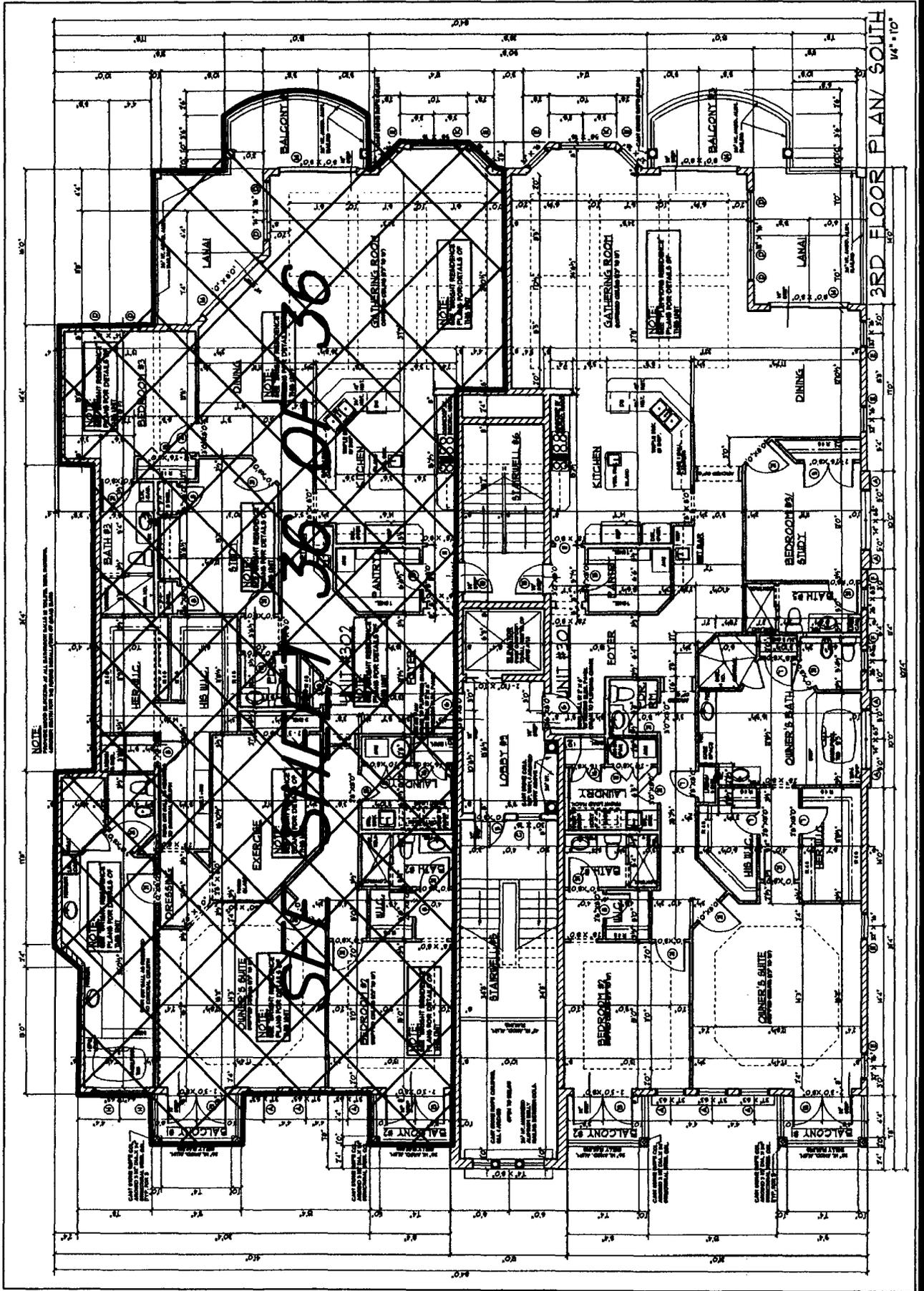
 LIMITED COMMON AREA



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT 'A' & 'B'
BUILDING 3, UNITS 301 & 302
3rd STORY FLOOR PLAN
SHEET 32 OF 36 (NOT TO SCALE)

LIMITED COMMON AREA



OUTRIGGER HARBOUR, A CONDOMINIUM

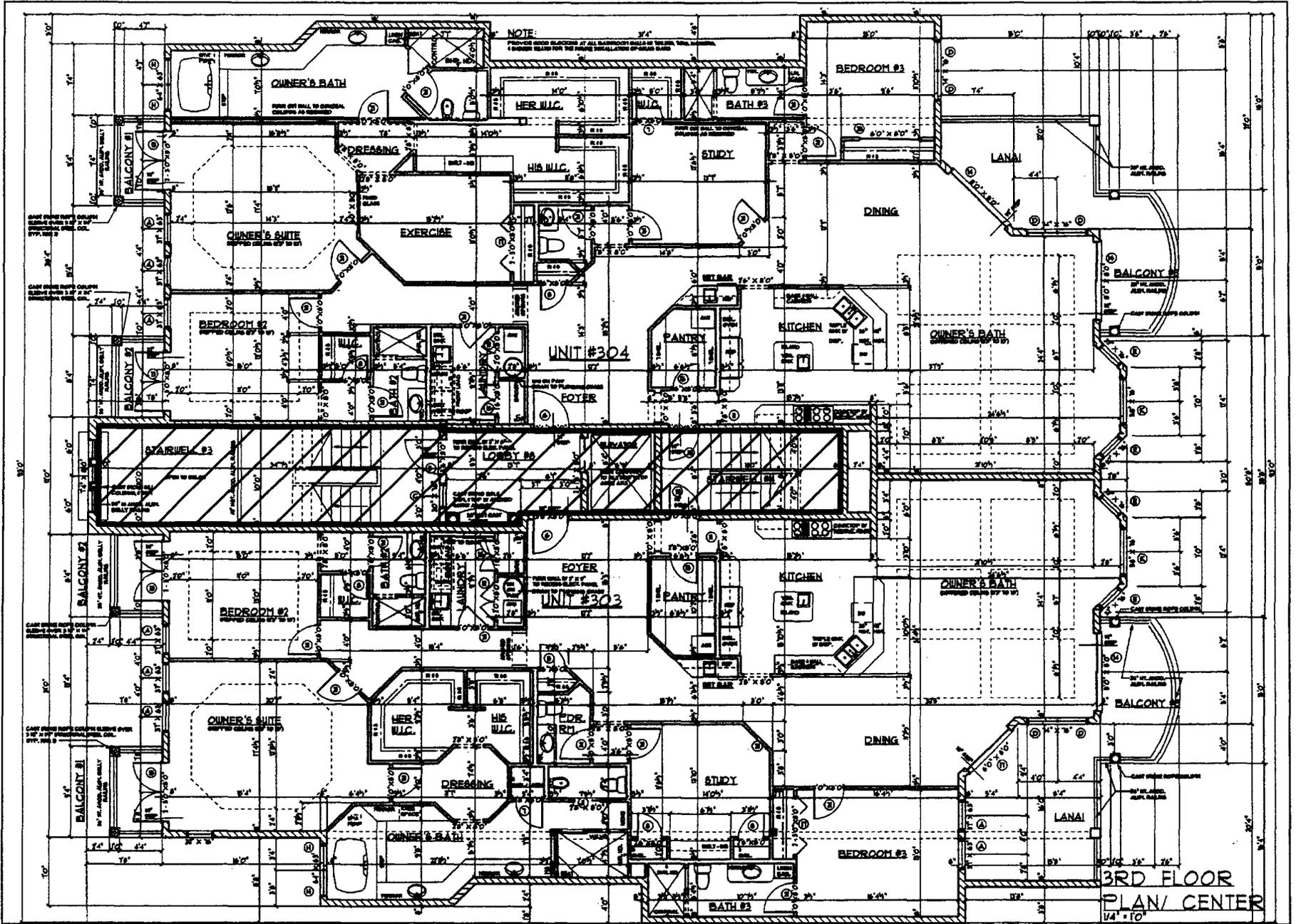
EXHIBIT 'A & B'

BUILDING 3, UNITS 303 & 304

3rd STORY FLOOR PLAN

SHEET 33 OF 36 (NOT TO SCALE)

 LIMITED COMMON AREA



OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A & B

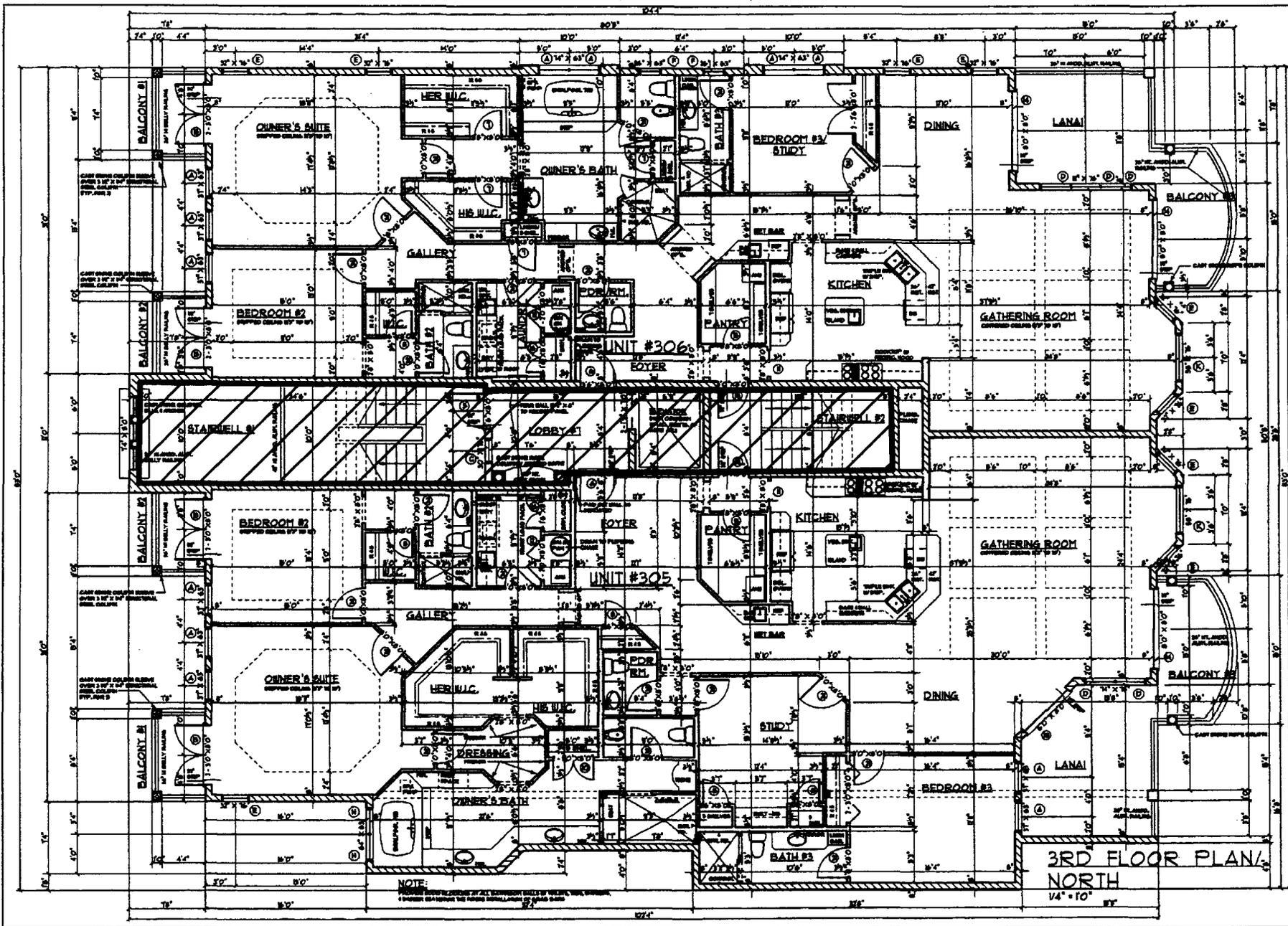
BUILDING 3, UNITS 305 & 306

3rd STORY FLOOR PLAN

SHEET 34 OF 36 (NOT TO SCALE)



LIMITED COMMON AREA



NOTE:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. DIMENSIONS TO CENTER OF WALLS UNLESS OTHERWISE NOTED.

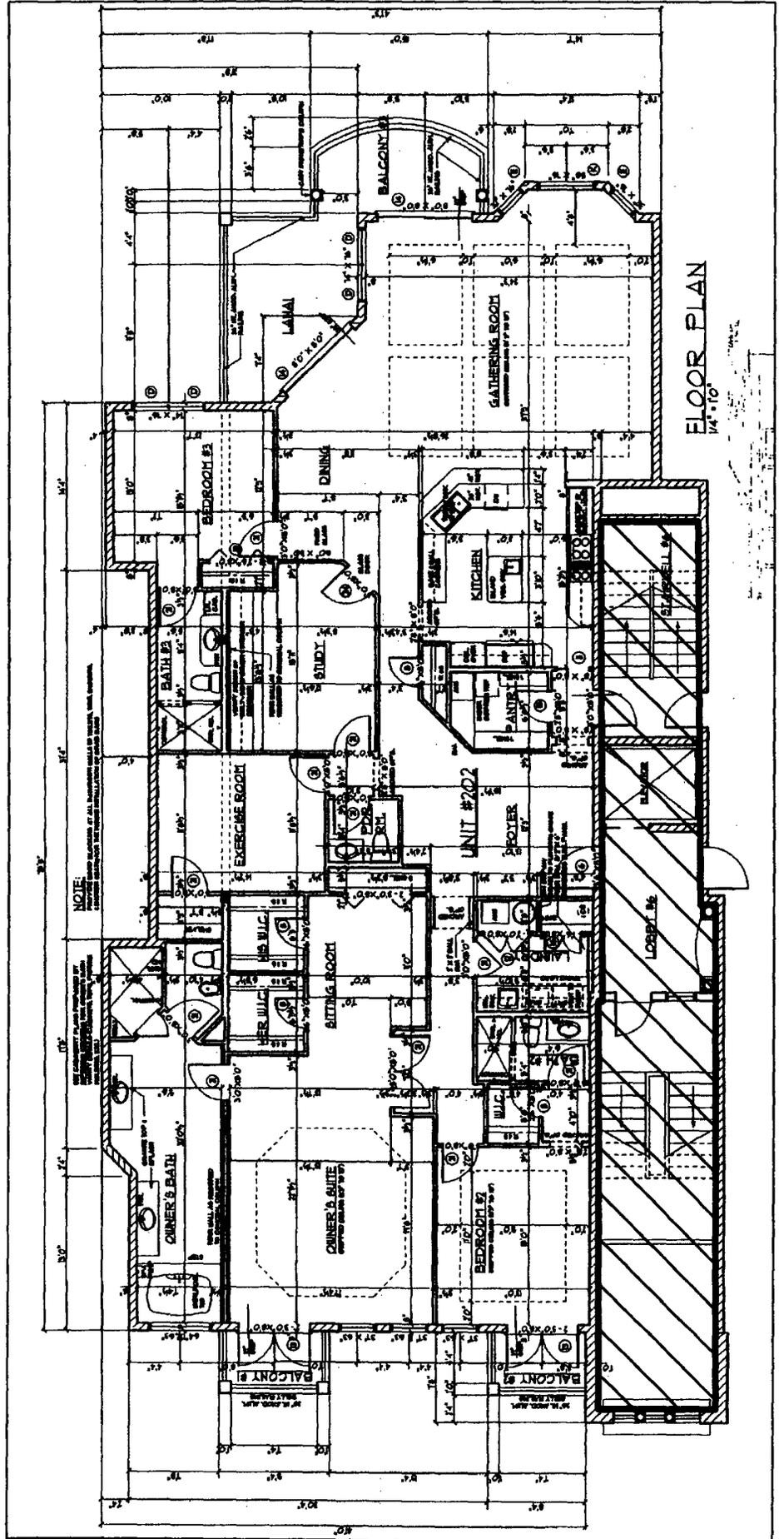
3RD FLOOR PLAN,
NORTH
1/4" = 10'

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT "A" & "B"

BUILDING 3, UNIT 202
 2nd STORY FLOOR PLAN
 SHEET 35 OF 36 (NOT TO SCALE)
 HUFF RESIDENCE

LIMITED COMMON AREA

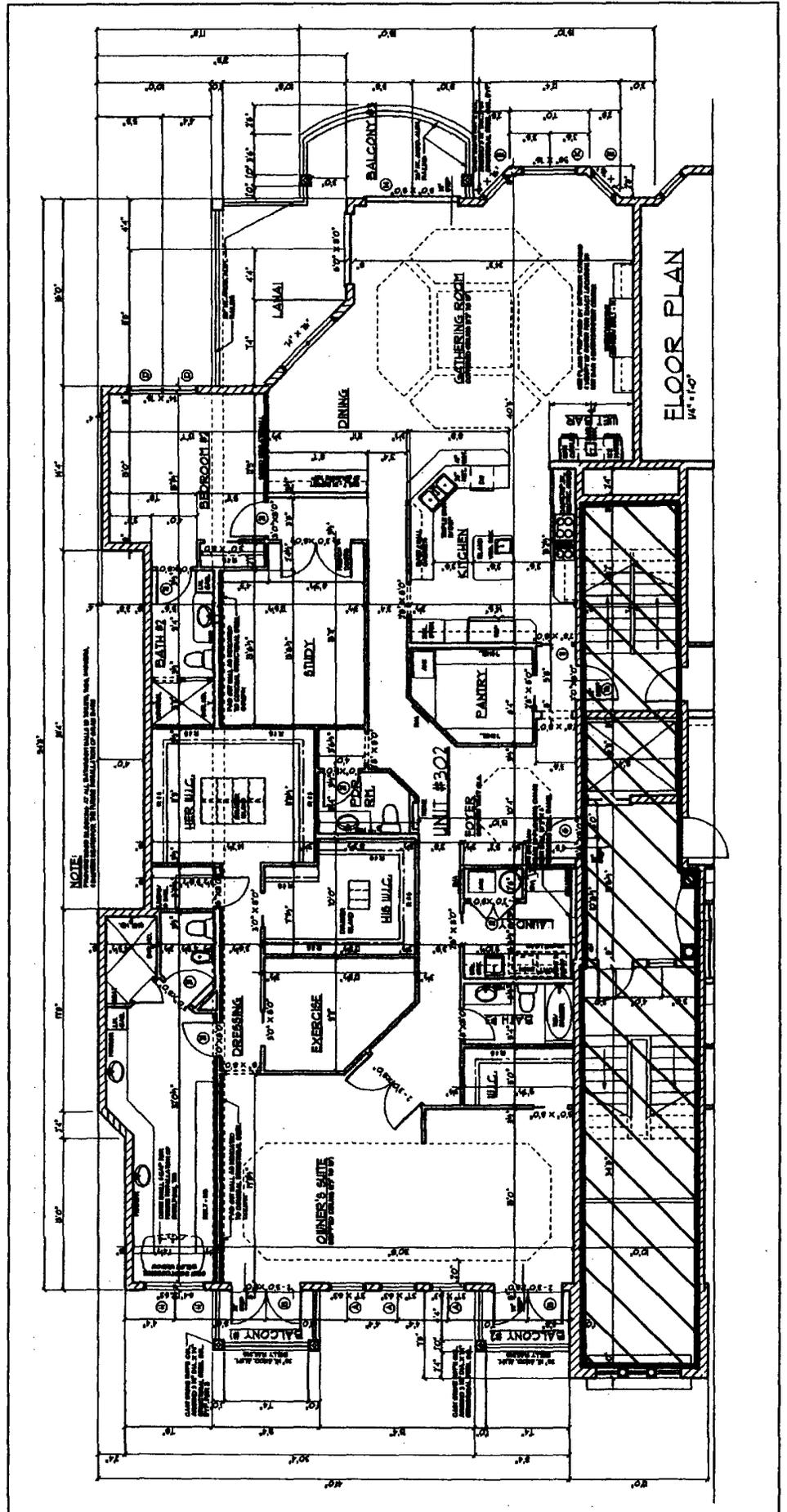


FLOOR PLAN
 1/4" = 1'-0"

OUTRIGGER HARBOUR, A CONDOMINIUM

EXHIBIT A & B
 BUILDING 3, UNIT 302
 3rd STORY FLOOR PLAN
 SHEET 36 OF 36 (NOT TO SCALE)
 WRIGHT RESIDENCE

 LIMITED COMMON AREA



Articles of Incorporation
Of
Outrigger Harbour Condominium Association, Inc.

FILED
07 NOV 19 PM 4: 14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

Article One:
Name of the Corporation

The name of the corporation shall be Outrigger Harbour Condominium Association, Inc.

Article Two:
Nature of Business

The business conducted by the corporation shall be to operate the condominium know as Outrigger Harbour as provided by the Declaration of Condominium of Outrigger Harbour and the applicable laws (all capitalized terms used shall have the meaning as defined in the Declaration).

Article Three:
Powers

The corporation shall have all the powers as granted by the Condominium Act and the statutory powers of a Florida not-for-profit corporation.

Article Four:
Members

All persons owning a fee simple interest in the Outrigger Harbour condominium, as evidenced by a recorded deed in the public records of Martin County, shall be members of the Association

Article Five:
Voting Rights

Each Residential Unit shall be entitled to one vote. In the event of joint ownership of a Unit, the vote to which that Unit is entitled shall be apportioned among the Owners as their interest may appear, or may be exercised by one of the joint Owners if the remainder of joint Owners filed a Voting Certificate with the secretary of the Association.

EXHIBIT "C"

Article Six:
Existence

The corporation shall have a perpetual existence until dissolved according to law.

Article Seven:
Registered Agent

The initial Registered Agent of the corporation shall be Michael J. McNicholas, 320 West Ocean Boulevard; Stuart, Florida 34994

Article Eight:
Number of Directors

The business of the corporation and thereby the Association shall be conducted by a Board of Directors consisting of three (3) persons.

Article Nine:
Initial Board of Directors

The names and addresses of the initial Board of Directors shall be:

<u>Name</u>	<u>Office</u>	<u>Address</u>
R. James Ladd	President/Treasurer	c/o Michael J. McNicholas
Patrick Stracuzzi	Vice President	320 West Ocean Blvd.
Mitch Milesi	Secretary	Stuart, Florida 34994

Article Ten:
Indemnification of Officers and Directors

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with

respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere of its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The provisions of this Article Ten may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

Article Eleven:
Rights of the Developer

Notwithstanding anything contained in these Articles of Incorporation, the Bylaws, or the Declaration, the Developer of the Condominium, shall have the full right and authority to manage the affairs of, and the exclusive right to elect the directors of the Association until the following shall occur:

- A. When fifteen (15%) percent or more of the Units that will be operated ultimately by the Association are conveyed to Owners other than the Developer, such Owners (other than the Developer) shall be entitled to elect not less than one-third (1/3) of the Board of Directors.
- B. Owners other than the Developer will be allowed to elect a majority of the members of the Board of Directors and control the Association at whichever of the following times shall first occur (the "Turnover Date").
 - 1. Three (3) years after Developer has sold fifty (50%) percent of the Units that will be ultimately operated by the Association;
 - 2. Three (3) months after Developer has sold ninety (90%) percent of the Units that will ultimately be operated by the Association;
 - 3. When all of the Units that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business;
 - 4. When the Developer has sold some of the Units and none of the other Units are held by the Developer for sale in the ordinary course of business; or
 - 5. Seven (7) years after recordation of the Declaration.
- C. Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds at least five (5%) percent of the Units in the Condominium for sale in the ordinary course of business. So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing by the Developer.

1. Assessment of the Developer as a Unit Owner for capital improvements.
2. Any action by the Association that would be detrimental to the sales of Units by the Developer. However, an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

Article Twelve:
Bylaws

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

Article Thirteen:
Amendments

The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the Association.

Article Fourteen:
Incorporator

The name and address of the Incorporator of the Association is:

Michael J. McNicholas
320 West Ocean Boulevard
Stuart, Florida 34994

Article Fifteen:
Principal Street Address

The principal street address and mailing address for the corporation shall be 1495 NE Indian River Drive, Jensen Beach, Florida 34957.

In Witness Whereof, the undersigned incorporator has hereunto affixed his signature this 17th day of November, 2007.

Michael J. McNicholas

Michael J. McNicholas, Incorporator

State of Florida
County of Martin

I hereby certify that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgements, personally appeared, Michael J. McNicholas, who is known to me or who has produced identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness, my hand and seal in the County and State aforesaid this 7th day of November, 2007.



My commission expires:

NOTARY PUBLIC:

April M. Wyatt
State of Florida at Large (Seal)

07 NOV 19 PM 4: 14
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Acceptance by Registered Agent:

Michael J. McNicholas
Michael J. McNicholas, Registered Agent

Bylaws
Of
Outrigger Harbour Condominium Association, Inc.

1. Office:

The office of Outrigger Harbour Condominium Association, Inc. shall be located at 1405 Indian River Drive, Jensen Beach, Florida. The address of the principal office may be changed at the discretion of the Board of Directors.

2. Membership:

A. Members. Membership in the Association shall be determined in accordance with the Articles of Incorporation and shall automatically cease upon the termination of a vested interest in fee title in a Unit as provided in the Articles of Incorporation.

B. Voting Rights. The voting rights appurtenant to each Unit shall be as provided in the Articles of Incorporation of the Association, and any such vote may be cast in person or by proxy executed in writing and filed with the secretary of the Association. In the event of joint ownership of a Unit, the vote to which the Unit is entitled shall be apportioned between or among the Owners as their interests may appear, or may be exercised by one of such Owners upon the filing by the remaining Owners of such Unit of a Voting Certificate with the Secretary of the Association.

C. Annual Meeting. The annual member's meeting shall be held at a date and time determined by the Board of Directors, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. Unless determined otherwise by the Board of Directors, the annual meeting shall be held at (i) the principal office of the Association; or (ii) such other place within Martin County as designated by the president of the Association.

D. Special Meetings. Special meetings may be called by the president, the Board of Directors, or by written request of a majority of the Voting Interests, for any purpose and at any time within Martin County.

E. Notice. Notice of the annual meeting shall be mailed or delivered by the Secretary, the manager hired by the Association, or such other person as the Board of Directors shall direct to deliver such notice, at least fourteen (14) days before such meeting, to each member at the address listed in the Association records. Such notice shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the annual meeting. Notice of special meetings shall be mailed or delivered by the Secretary at least fourteen (14) days before such meeting to each member at the address listed in the Association records, stating the purpose of such meeting. Members may waive such notice and, instead, act by written agreement without conducting a meeting. However, except prior to the Turnover Date (as such

EXHIBIT "D"

term is defined in the Articles of Incorporation), waiver of reserves pursuant to Florida Statutes shall occur only at a duly called meeting of the members and not by written agreement. An officer of the Association, the manager hired by the Association, or such other person as the Board shall direct, shall execute an affidavit, to be included in the official records of the Association, confirming that notices of the Association meetings were mailed or hand delivered in accordance with this provision, to each member at the address shown in the Association records.

F. Quorum. One-third (1/3) of the Voting Interests represented in person or by proxy shall constitute a quorum, and if a quorum is not present, a majority of the Voting Interests present may adjourn the meeting from time to time. A simple majority of all Voting Interests present in person or by proxy at a meeting where a quorum is present shall decide any question brought before the meeting, except when otherwise required by the Condominium Act, Declaration, Articles of Incorporation or these Bylaws.

G. Action by Written Agreement. Owners may take action by written agreement, without conducting meetings, on all matters for which action may be taken at meetings. However, waiver of reserves pursuant to Florida Statutes shall occur only at a duly called meeting of the members, and not by written agreement.

3. Board of Directors:

A. Powers. The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided in the Declaration, Articles of Incorporation, the Condominium Act and these Bylaws.

B. Number and Election. Prior to the Turnover Date, the number of directors shall be three (3). After the Turnover Date, the number of directors shall remain at three (3). Except for those appointed or elected by the Developer, each director shall be (i) a member of the Association; or (ii) a person exercising the rights of an Owner who is not a natural person. All directors shall act without compensation unless otherwise provided by resolution of the membership. The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of those ballots and votes cast. An Owner (other than Developer) elected to the Board of Directors shall hold office for a term of one (1) year until the first annual meeting subsequent to the election of such Owner and thereafter, subject to annual re-election.

C. Regular Meeting. A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the Board of Directors.

D. Special Meetings. Special meetings of the Board of Directors may be called by the president or a majority of the directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed by or delivered at least five (5) days before such meeting, to each director at his address as listed in the Association records unless such notice is waived. Notices of all director meetings, except emergency meetings, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting. All meetings shall be open to all members.

E. Quorum. A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting. A director may join by written concurrence in any action taken at a meeting, but such concurrence may not be counted for the purposes of calculating a quorum. A majority vote of the directors shall decide any matter before the Board, except as may be otherwise required in the Condominium Act, the Articles of Incorporation, these Bylaws or the Declaration of Condominium.

F. Removal. Any director elected by Owners (other than Developer) may be recalled and removed from office, with or without cause, by the vote or written agreement of Owners having a majority of all Voting Interests. The procedures for recall shall be in accordance with Section 718.112(2)(j) of the Florida Statutes.

G. Liability and Indemnification. Directors shall not be liable to the members for any mistake of judgment, and shall be liable only for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each director against all contractual liability arising out of contracts made on behalf of the Association, unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Directors shall have no personal liability with respect to any contract made on behalf of the Association.

4. Officers:

A. Number. The officers shall include a president, a secretary and a treasurer, each of whom shall be elected by the Board of Directors. The president and secretary may not be the same person. Officers (other than those appointed by Developer) must be members of the Association or a person exercising the membership rights of an Owner who is not a natural person. All officers shall act without compensation unless otherwise provided by resolution of the membership.

B. Election and Term. Each officer shall be elected annually by the Board of Directors at the first director meeting following the annual member meeting, and shall hold office until his successor shall have been elected and duly qualified, unless removed by the Board.

C. President. The president shall be the principal executive officer of the Association and shall supervise all Association affairs. The president shall preside at all member and director meetings, and sign all documents and instruments on behalf of the Association.

D. Secretary. The secretary shall (i) countersign all documents and instruments on behalf of the Association; (ii) record the minutes of meetings of members and directors; (iii) give notices required by these Bylaws; and (iv) have custody of and maintain the records of the Association, other than those maintained by the treasurer.

E. Treasurer. The treasurer shall (i) have custody of all funds of the Association, (ii) deposit such funds in such depositories as may be selected as hereinafter provided; (iii) disburse funds, and (iv) maintain financial records of the Association, which shall be available for inspection by any member during the business hours on any week day. At the discretion of the Board of Directors, the treasurer's functions may be delegated to a financial institution located in Martin County, Florida.

G. Fidelity Bonds. All officers and directors shall be bonded by a surety company selected by the Board of Directors, in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets, which amount shall be equal to or greater than the minimum amount required pursuant to the Condominium Act. The cost of such bond shall be a Common Expense of the Condominium.

H. Removal. Any officer may be removed by a majority vote of the Board of Directors called for that particular purpose, and the vacancy shall be filled by a director's election at the same meeting.

5. Manager and Employees.

The Board of Directors may employ the services of a manager and other employees and agents to actively manage, operate, and care for the Condominium Property, and may specify such powers, duties, and compensation as the Board may deem appropriate and provide by resolution. Manager, employees and agents shall serve at the pleasure of the Board of Directors.

6. Contracts and Finances.

A. Contracts. The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name or on behalf of the Association, and such authority may be general or limited.

B. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of the income from any regular or Special Assessment and, if a lien is filed, the lien position of the Association as security for the repayment of such loans. The Board may not assign its power to place a lien on a Unit for such Assessments.

C. Checks. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officers,

or agents of the Association and in the manner as shall from time to time be determined by resolution of the Board of Directors.

D. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time in savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select

E. Fiscal Year. The first fiscal year of the Association shall begin on the day the Articles of Incorporation of the Association are filed with the Secretary of State for the State of Florida, and shall end on December 31 of the same year. Thereafter, a fiscal year shall be a twelve calendar-month period ending on December 31st

7. Vacancies:

A vacancy in any office or the Board of Directors occurring between annual member meetings shall be filled by the Board, although a quorum may not exist by reason of such vacancy.

8. Amendments:

These Bylaws may be amended or repealed by new bylaws adopted at the annual meeting or any special meeting of the members by Owners having a majority of the Voting Interests. No modification of or amendment to the Bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration and duly recorded in the public records of Martin County in the manner provided in the Declaration. The Developer shall have the rights set forth in the Declaration regarding amendments to the Bylaws and Articles.

9. Regulations:

The Board of Directors may adopt such uniform rules and regulations governing the operation of the Condominium, and restrictions and requirements respecting the use and maintenance of the Units and Common Elements (including Limited Common Elements) as may be deemed necessary and appropriate to assure the enjoyment of all Owners and to prevent unreasonable interference with the use of such areas. Such regulations shall be consistent with the Condominium Act, the Declaration, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each Owner and subsequent purchasers of Units, and shall be made available in the offices of the Association.

10. Seal:

The Board of Directors shall provide a corporate seal, circular in form, designating the corporate name, the year and the state of incorporation, and the words "corporation not for profit".

11. Annual Budget:

A. Adoption by the Board. Pursuant to the Declaration, the Board of Directors shall annually, or for such other shorter period as the Board of Directors shall elect, adopt the budget for the Association. The Board shall mail written notice of the time and place of the Board meeting in which the budget will be considered, along with copies of the proposed budget of Common Expenses, which notice shall be given to Owners not less than fourteen (14) days prior to the meeting. The meeting shall be opened to all Owners. If a budget adopted by this process requires Assessment against the Owners, in any fiscal or calendar year, exceeding one hundred fifteen percent (115%) of the preceding year's Assessments, the Board, upon written application, received within twenty one (21) days after the adoption of the annual budget of ten percent (10%) of the Voting Interests, shall call a special meeting of the Owners within sixty (60) days, upon not less than fourteen (14) days' written notice to each Owner to consider a substitute budget. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of such budget shall require a vote of not less than a majority vote of all the Voting Interests. In determining whether Assessments exceed one hundred fifteen percent (115%), any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association not anticipated to be incurred on a regular or annual basis, or Assessments for improvements to the Condominium Property shall be excluded from the computation.

B. Adoption by Unit Owners. At its option, the Board of Directors may propose a budget to the Owners at a meeting of members or in writing, and if the proposed budget is approved by the Owners having a majority of the Voting Interests, the budget shall be adopted. Any budget adopted by this process shall be final and not subject to the process set forth above, notwithstanding that it requires Assessments against Unit Owners exceeding one hundred and fifteen percent (115%) of the Assessments for the preceding year.

12. Collection of Assessments:

Assessments for the payment of Common Expenses and for Charges shall be made and collected in the manner provided in the Declaration.

13. Transfer Fees; Fines:

In connection with the sale, mortgage, lease, sublease or other transfer of a Residential Unit, the Association may charge the Owner a fee for the Association's approval of such transfer.

The fee shall be the amount set by the Board of Directors from time to time in its rules and regulations, but in no event shall exceed the maximum amount permitted by law. However, if a lease or sublease is a renewal with the same lessee or sub-lessee, no such charge shall be permitted. The Association may charge reasonable fines in such amounts as set forth, from time to time in its rules and regulations, against a Unit for the failure of the Owner or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Articles of Incorporation, the Bylaws or rules and regulations adopted by the Association. However, such fines shall not automatically become liens against the Units, nor shall such fines exceed the maximum amount permitted by law for each infraction until:

- a. The party against whom the fine may be levied is afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, which notice shall include:
 - i) A statement of the date, time and place of the hearing;
 - ii) A statement of the provisions of the Declaration, Bylaws, or rules which have allegedly been violated; and
 - iii) A short and plain statement of the matters asserted by the Association.
- b. The party against whom the fine may be levied shall have an opportunity to respond, present evidence, and provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

14. Committees:

A. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more Committees comprised of at least one director which, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association and the Condominium. However, the designation of such Committees and the delegation of authority thereto shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed by law.

B. Other Committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such Committee shall be Association members, and the president of the Association shall appoint the members thereof.

C. The Board of Directors may appoint a Committee to be known as the Dispute Committee, which shall initially hear and recommend the disposition of disputes by and between members, or between members and the Board and/or officers of the Association. In the event that a member of the Dispute Committee is a party to a dispute, such member shall be replaced temporarily by another member appointed by the Board.

Any party to a dispute may submit in writing to the Board of Directors a request for the convening of the Dispute Committee, and the Board shall at its earliest convenience convene the Dispute Committee and establish a time and place for hearing the dispute, serving a copy of the written request upon all interested parties by hand delivery or return receipt mail. All parties so served shall be required to attend such hearing, subject to the right of the Dispute Committee to adjourn in the event of illness or other satisfactory reason for inability to attend. The Dispute Committee within ten (10) days after a hearing shall file a written report with the Board of Directors containing its recommendations, serving a copy of the written report on all interested parties by hand delivery or by return receipt mail. The Board shall then consider the recommendation of the Dispute Committee and take such action as it deems appropriate to the extent its jurisdiction permits. The purpose of the Dispute Committee is to establish a vehicle for disposal of minor disputes and grievances in an expeditious manner. The Dispute Committee is not intended to be vested with such rights and powers as would preclude any aggrieved party from seeking judicial redress.

D. Each member of a Committee shall serve until the next annual member meeting and until his successor is appointed, unless (i) the Committee is terminated; (ii) such member is removed by the persons authorized to appoint such member, or (iii) such member shall cease to qualify as a member thereof.

E. One member of each Committee shall be appointed chairman by the persons authorized to appoint the members thereof.

F. Vacancies in the membership of any Committee may be filled by appointments made in the same manner as provided for original appointments.

G. Unless otherwise provided in the resolution of the Board of Directors designating a Committee, a majority of the entire Committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Committee.

H. Each Committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

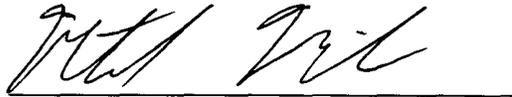
15. Arbitration:

In addition to the provisions of the Declaration requiring mediation of disputes, pursuant to Florida Statutes Section 718.1255, disputes arising from the operation of the Condominium among members, the Association, and their agents and assigns shall be submitted for mandatory, non-binding arbitration in accordance with the regulations of the Division of Florida Lands Sales, Condominiums and Mobile Homes.

16. Certificate of Compliance:

Pursuant to Florida Statutes 718.112(2)(1), a Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units with applicable fire and life safety code.

The foregoing were adopted as the Bylaws of Outrigger Harbour Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 12 day of December, 2007



Mitchell R. Milesi
Secretary

Approved:



R. James Ladd
President

Outrigger Harbour Condominium Association

	<u>Monthly</u>	<u>Annually</u>
Income:		
Maintenance Assessments	\$ 22,649.50	\$ 271,794.00
Reserve Assessments	\$ 4,124.99	\$ 49,499.88
	\$ 26,774.49	\$ 321,293.88
Total Income		
Management Fees:		
Off Site Management Fees	\$ 1,000.00	\$ 12,000.00
Labor:		
In-House Maintenance Man	\$ 3,466.67	\$ 41,600.04
Administrative Expenses:		
Audit/Tax Preparation	\$ 200.00	\$ 2,400.00
Corporate Filing Fees-Annual Report	\$ 5.83	\$ 70.00
Fees Payable to Division	\$ 6.67	\$ 80.00
Fees/Elevator Permits	\$ 225.00	\$ 2,700.00
Legal Fees	\$ 200.00	\$ 2,400.00
Office Expenses	\$ 50.00	\$ 600.00
Pool/Spa Permits	\$ 50.00	\$ 600.00
Insurance:		
Directors and Officers Liability	\$ 291.67	\$ 3,500.00
Fidelity Bond	\$ 208.33	\$ 2,500.00
Flood	\$ 500.00	\$ 6,000.00
General Liability	\$ 100.00	\$ 1,200.00
Property Damage	\$ 7,200.00	\$ 86,400.00
Umbrella Liability	\$ 666.67	\$ 8,000.00
Contract Services:		
Building Equipment Maintenance	\$ 100.00	\$ 1,200.00
Cable Television Bulk Service	\$ 560.00	\$ 6,720.00
Satellite Television Bulk Service	\$ 560.00	\$ 6,720.00
Driveway/Pavers Maintenance	\$ 100.00	\$ 1,200.00
Elevator Maintenance	\$ 500.00	\$ 6,000.00
Floor Contract Maintenance Hard Surface	\$ 150.00	\$ 1,800.00
Irrigation Maintenance	\$ 150.00	\$ 1,800.00
Landscape Maintenance	\$ 1,000.00	\$ 12,000.00
Life Safety Equipment	\$ 50.00	\$ 600.00
Pest Control (Interior)	\$ 200.00	\$ 2,400.00
Pool/Spa Cleaning and Maintenance	\$ 275.00	\$ 3,300.00

EXHIBIT "E"

Generator Maintenance	\$ 200.00	\$ 2,400.00
Generator Fuel	\$ 365.00	\$ 4,380.00
Mangrove Trimming	\$ 83.33	\$ 1,000.00
Beach Cleaning	\$ 50.00	\$ 600.00
Security Gate Maintenance	\$ 100.00	\$ 1,200.00

Supplies & Repairs:

Brick, Pavers/Driveway Maintenance	\$ 200.00	\$ 2,400.00
Building Maintenance (Minor Exterior/Interior)	\$ 100.00	\$ 1,200.00
Electrical Supplies & Repair	\$ 50.00	\$ 600.00
Janitorial Supplies	\$ 50.00	\$ 600.00
Landscape Replacement	\$ 150.00	\$ 1,800.00
Miscellaneous Equipment Repair	\$ 50.00	\$ 600.00
Painting	\$ 50.00	\$ 600.00
Signage	\$ 83.33	\$ 1,000.00
Tree Trimming	\$ 200.00	\$ 2,400.00

Utilities:

Electricity	\$ 450.00	\$ 5,400.00
Telephone	\$ 37.00	\$ 444.00
Water/Sewer	\$ 2,000.00	\$ 24,000.00

Other Expenses:

Contingency	\$ 400.00	\$ 4,800.00
Landscape Buffer Area (PAMP)	\$ 125.00	\$ 1,500.00
Flowers	\$ 90.00	\$ 1,080.00

Total Common Expenses without Reserves \$ 22,649.50 \$ 271,794.04

Reserves

Roofing - 20 year life	\$ 730.00	\$ 8,760.00
Painting - 7 year life	\$ 1,785.00	\$ 21,420.00
Paving - 15 year life	\$ 650.00	\$ 7,800.00
Common Bulkhead - 25% (Note 1)	\$ 101.66	\$ 1,219.92
Condominium Bulkhead (Note 2)	\$ 258.33	\$ 3,099.96
Pool and Spa - 12 year life	\$ 350.00	\$ 4,200.00
Cabana - 20 year life	\$ 250.00	\$ 3,000.00
Total Reserves	\$ 4,124.99	\$ 49,499.88

Total Common Expenses with Reserves \$ 26,774.49 \$ 321,293.92

Note 1: This reserve is for 25% of the estimated cost to repair, replace and maintain the bulkhead in common with the Yacht Club with a useful life of 15 years.

Note 2: This reserve is for the estimated cost to repair, replace and maintain the remainder of the condominium property bulkhead with a useful life of 15 years.