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AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
MILES GRANT CONDOMINIUM ONE

KNOW ALL MEN by these presents that MILES GRANT CONDOMINIUM ONE, INC., a Florida corporation, the Condominium Association of MILES GRANT CONDOMINIUM ONE, according to the Declaration thereof recorded in O. R. Book 348 at Page 1045 among the Public Records of Martin County, Florida, and URBAN SYSTEMS DEVELOPMENT CORPORATION, a Delaware corporation, Developer of MILES GRANT CONDOMINIUM ONE, and the owner of all the condominium units therein on the date of the meeting of the members of MILES GRANT CONDOMINIUM ONE, INC., hereinafter mentioned, and the legal person submitting the real property described in the aforementioned Declaration to condominium form of ownership, do declare and publish this Amendment to the Declaration of Condominium of MILES GRANT CONDOMINIUM ONE.

1. As evidenced by the Scrivener's Affidavit attached hereto and made a part hereof, errors were contained in Exhibit #1 on Sheets 10, 18, 19 and 20 thereof, which errors are more specifically described in said Scrivener's Affidavit and which errors have been corrected on the attachments hereto consisting of Corrected Sheet 10 of Exhibit #1, identified as Exhibit A hereto; Correction Sheet 18 of Exhibit #1, identified as Exhibit B attached hereto; Correction Sheet 19 of Exhibit #1, identified as Exhibit C attached hereto; and Correction Sheet 20 of Exhibit #1, identified as Exhibit D attached hereto.

2. At a meeting of the members of MILES GRANT CONDOMINIUM ONE, INC., duly held in accordance with the By-Laws of that corporation at which URBAN SYSTEMS DEVELOPMENT CORPORATION, the owner of all units (and therefore all members) was present, it was proposed that the Declaration of Condominium of MILES GRANT CONDOMINIUM ONE, INC. be amended by the substitution for Sheet 10 in Exhibit #1 thereof appearing in O. R. Book 348 at Page 1095, Corrected Sheet 10 attached hereto as Exhibit A; that there be substituted for Sheet 18 of Exhibit #1 appearing in O. R. Book 348 at Page 1103, Correction Sheet 18 attached hereto as Exhibit B; that there be substituted for Sheet 19 of said Exhibit #1 appearing in O. R. Book 348 at Page 1104, Correction Sheet 19 attached hereto as Exhibit C; and, that there be substituted for Sheet 20 of said Exhibit #1 appearing in O. R. Book 348 at Page 1105, Correction Sheet 20 attached hereto as Exhibit D.

3. Upon motion duly made, seconded and unanimously passed, said proposal was adopted as an Amendment to the Declaration of Condominium of MILES GRANT CONDOMINIUM ONE, as is evidenced by the execution of these presents by the Condominium Association, MILES GRANT CONDOMINIUM ONE, INC., and by the owner at the time of said meeting of all of the units in said Condominium, URBAN SYSTEMS DEVELOPMENT CORPORATION.

IN WITNESS WHEREOF, the above described parties have caused these presents to be executed by their duly authorized officers this 28 day of December, 1972.

WITNESSES:

Edward J. Lydon
Robert C. Erickson
(Corporate Seal)

MILES GRANT CONDOMINIUM ONE, INC.

BY: *Edward J. Lydon*
Edward J. Lydon, President

Attest: *Robert C. Erickson*
Robert C. Erickson - Treasurer

Edward J. Lydon
Robert C. Erickson
(Corporate Seal)

URBAN SYSTEMS DEVELOPMENT CORPORATION

BY: *Martin W. Osterman*
Martin W. Osterman, Attorney-in-Fact

Attest: *William Thornton*
William Thornton, Attorney-in-Fact

STATE OF FLORIDA)
COUNTY OF) SS: Martin County

BEFORE ME, a Notary Public in and for the State and County aforesaid; duly authorized to take acknowledges, personally appeared EDWARD J. LYDON and ROBERT C. ERICKSON, respectively President and Treasurer respectively of MILES GRANT CONDOMINIUM ONE, INC., a Florida corporation, to me well known, and acknowledged before me that they executed, sealed and delivered the foregoing Amendment to Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Stuart, said County and State, this 28th day of December, 1972.

Rita Satow
Notary Public, State of Florida

My Commission expires:
November 3, 1976

STATE OF FLORIDA
COUNTY OF

} SS: *Martin County*

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared MARTIN W. OSTERMAN and WILLIAM THORNTON, Attorneys-in-Fact respectively of URBAN SYSTEMS DEVELOPMENT CORPORATION, a Delaware corporation, to me well known, and acknowledged before me that they executed, sealed and delivered this Amendment to Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at *Stuart* said County and State, this 28th day of December, 1972.

Rita Sata
Notary Public, State of Florida

My commission expires:

November 3, 1976

DECLARATION OF CONDOMINIUM
MILES GRANT CONDOMINIUM ONE

I.

SUBMISSION STATEMENT

URBAN SYSTEMS DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter sometimes referred to as the "Developer", hereby states and declares that it is the owner and holder of the fee simple title in and to the real property hereinafter described in Article III, hereof, entitled "Land", and hereby submits same to Condominium Ownership pursuant to Chapter 711, Florida Statutes, the Condominium Act, as amended (hereinafter referred to as "The Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the annexed By-Laws, or in lawful amendments to any of them, the provisions of the Condominium Act as presently constituted, or as the same is amended from time to time, including the definitions therein contained are adopted and included herein by express reference.

II.

NAME

The name by which this Condominium is to be known and identified is MILES GRANT CONDOMINIUM ONE.

III.

LAND

The legal description of the real property included in the Condominium and submitted herewith to Condominium ownership is as follows:

A parcel of land lying, being and situate in Martin County, Florida,
more specifically described as:

Start at a bronze disk in concrete one foot below ground level; said disk being located at the point of intersection of the centerline of Farm Road and the South line of Horseshoe Point Subdivision as same is recorded in Plat Book 3, Page 8 of the Public Records of Martin County, Florida; thence run South 24°02'05" East for a distance of 45.50 feet to a point; said point being the Point of Beginning for the following described parcel;
Thence run North 65°57'55" East for a distance of 280.76 feet to a point;
Thence run South 24°02'05" East for a distance of 41.30 feet to a point;
Thence run South 20°57'55" West for a distance of 160.00 feet to a point;
Thence run South 69°02'05" East for a distance of 331.00 feet to a point;
Thence run South 20°57'55" West for a distance of 353.00 feet to a point;
Thence run South 65°57'55" West for a distance of 53.74 feet to a point;
Thence run North 69°02'05" West for a distance of 197.00 feet to a point;
Thence run North 23°59'18" West for a distance of 62.98 feet to a point;
Thence run North 20°57'55" East for a distance of 23.00 feet to a point;
Thence run North 69°02'05" West for a distance of 320.37 feet to a point;
Thence run South 20°57'55" West for a distance of 146.00 feet to a point;
Thence run South 85°52'37" West for a distance of 109.44 feet to a point;
Thence run North 69°02'05" West for a distance of 230.00 feet to a point;
Thence run South 20°57'55" West for a distance of 175.00 feet to a point;
Thence run South 88°55'15" West for a distance of 140.25 feet to a point;
Thence run North 69°02'05" West for a distance of 175.00 feet to a point;
Thence run North 24°02'05" West for a distance of 41.65 feet to a point;
Thence run North 65°57'55" East for a distance of 519.99 feet to a point;
Thence run South 69°02'05" East for a distance of 192.33 feet to a point;
Thence run North 65°57'55" East for a distance of 181.61 feet to a point;
Thence run North 24°02'05" West for a distance of 100.00 feet to a point;
Thence run North 20°57'55" East for a distance of 50.91 feet to a point;
Thence run North 65°57'55" East for a distance of 123.00 feet to the Point of Beginning.

SUBJECT TO:

Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations.

SUBJECT TO:

Those certain easements for utilities and other purposes as set forth on the Condominium Plan, Exhibit No. 1 to this Declaration of Condominium.

IV.

IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof, all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements. In addition, the

Condominium property shall include as common elements any interest in real or personal property acquired by the Condominium Association in accordance with the provisions of Article XXIV entitled "Recreational Facilities" herein contained. The principal improvements on the real property submitted herewith to Condominium ownership consists of eight (8) two (2) story apartment buildings and a centrally located pool and bath house. The buildings will be known as Apartment Buildings A, B, C, D, E, F, G and H. Apartment Buildings A and E each contain twelve (12) apartments; six (6) on the first floor and six (6) on the second floor in each building. Apartment Building B contains thirty-four (34) apartments; seventeen (17) on the first floor and seventeen (17) on the second floor. Apartment Building C contains four (4) apartments; two (2) on the first floor and two (2) on the second floor. Apartment Building D contains fourteen (14) apartments; seven (7) on the first floor and seven (7) on the second floor. Apartment Building F contains eight (8) apartments; four (4) on the first floor and four (4) on the second floor. Apartment Buildings G and H each contain twenty-six (26) apartments; thirteen (13) on the first floor and thirteen (13) on the second floor. All apartments are identified by a three digit number (e. g. 101, 201, etc.), the first digit of which is either 1 or 2. If the first digit is 1, the apartment is located on the first floor and if the first digit is 2, the apartment is located on the second floor. The last two digits in each three digit identification number identifies the particular apartment of that building on that floor. In addition, each apartment designation is prefixed by the letter A, B, C, D, E, F, G or H, corresponding to the building in which that apartment is located. By way of example and not of limitation, Apartment A 201 is in Apartment Building A and on the second floor. On Exhibit 2 to this Declaration of Condominium as mentioned in Article VI hereof, each apartment has been designated a type, to-wit: "a", "b", "c", "d" or "e". Type "a" apartments each contain one bedroom and one and a half bathrooms, in addition to other living areas within the apartment boundaries described on the Condominium Plan (Exhibit 1). Type "b" apartments each contain one bedroom,

one study and two bathrooms. In addition to other living areas within the apartment boundaries described on the Condominium Plan (Exhibit 1). Type "c" apartments each contain two bedrooms and two bathrooms, in addition to other living areas within the apartment boundaries described on the Condominium Plan (Exhibit 1). Type "d" apartments each contain three bedrooms and two bathrooms, in addition to other living areas within the apartment boundaries described on the Condominium Plan (Exhibit 1). Type "e" apartments each contain two bedroom and two bathrooms (split plan), in addition to other living areas within the apartment boundaries described on the Condominium Plan (Exhibit 1). Types "b" and "e" are essentially the same apartments, the difference being that in type "e" the study (from the type "b" apartment) has been converted into the second bedroom. Each of said apartments together with its attached terraces, balconies or porches, if there be any, is a Condominium Unit, and each of said Units is subject to private ownership. The areas, rooms and spaces which are not within the boundaries of a Condominium Unit and its attached terraces, balconies or porches (if there be any), are common elements or limited common elements, and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

X A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. [All bearing walls located within an apartment constitute part of the common elements up to the unpainted finished surface of said walls.]

B. The boundary lines of each apartment terrace, balcony or porch are the interior vertical surfaces thereof; and the exterior unpainted finished surface of the perimeter balustrade abutting the porch, terrace or balcony, or if said terrace, balcony or porch is enclosed, the exterior unfinished surface of the perimeter wall; and the interior finished surfaces of the floor and ceiling of said porch.

C. Each Condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all

conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each Condominium parcel includes the Condominium unit together with the undivided share in the common elements which is appurtenant to that unit, and the interest of each unit in any limited common elements appurtenant to that unit such as parking spaces and/or storage spaces.

V.

SURVEY, PLOT PLAN AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an exhibit and made a part hereof, and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to the Declaration. Said Exhibit #1 has been certified to and in the manner required by Section 711.08 (1) (e), Florida Statutes, the Condominium Act.

B. Limited common elements are identified upon Exhibit #1 constituting parking spaces within the Condominium property. Parking spaces reflected on the Survey, Plot Plan and Graphic Description of Improvements (Exhibit #1) are numbered 1 through inclusive. These parking spaces shall likewise constitute limited common elements to the units to which they may be assigned in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium, the Developer, URBAN SYSTEMS DEVELOPMENT CORP., a Delaware corporation, may assign the parking spaces in this Condominium to the various units and may record among the Public Records of Martin County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the Condominium unit or units to which such parking spaces shall thereafter be appurtenant as a limited common element. From and after the recording of such designation by the Developer with respect to any Condominium unit and any parking space designated as appurtenant thereto, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant

and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant. The Developer in assigning from time to time the various parking spaces to the Condominium units shall nevertheless be required to assign or reserve until assigning, at least one parking space to or for each Condominium unit. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit (and the owners and the occupants of that unit) to the exclusion of all other units. Any parking spaces not assigned as limited common elements shall, during the period when they are not so assigned, be deemed common elements. Parking spaces may be designated by the Developer as common elements of the Condominium not appurtenant to any specific unit by an instrument in writing and recorded, and such parking spaces shall thereafter be subject to such use as the Condominium Association shall from time to time direct, and may be made available for guest parking. Parking spaces designated common elements by the Developer may, with approval of a majority of the whole number of unit owners, be designated by the Condominium Association as limited common elements to one or more units; providing that such designation is executed with the formality required of deeds by the authorized officers of the Condominium Association, and sets forth that the approval of a majority of the whole number of unit owners to such designation was obtained at a meeting of unit owners (members of the Condominium Association) called at least in part for the purpose, or obtained in writing and on file with the Condominium Association, either of which procedures shall be valid for the purposes mentioned herein. From and after the recording of such designation among the Public Records of Martin County, Florida, the subject parking space or spaces shall become limited common elements to the unit or units to which they have been so assigned to the same effect with the same results as if such designation had been made by the Developer. In lieu of the procedure set forth above for the designation of record of parking spaces as limited common elements, the Developer (or in the absence of the Developer doing so, the Condominium Association) may assign specific parking spaces (one per unit) to the units without recording such assignment and in such case the use of such parking spaces shall be restricted to the unit owner or owners to which the space is so assigned. In any case, each unit shall have not less than one parking space assigned,

attributable or available thereto.

VI.

UNDIVIDED SHARES IN THE COMMON ELEMENTS
AND SHARE IN THE COMMON EXPENSES AND
COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in Schedule A contained in the Exhibit #2 attached hereto and made a part hereof.

B. The common expenses shall be borne by the Condominium unit owners and the said unit owners shall share in the common surplus in the proportions set forth in Schedule B contained in Exhibit #2 attached hereto and made a part hereof.

VII.

MEMBERSHIP IN THE CONDOMINIUM
ASSOCIATION AND VOTING RIGHTS
OF OWNERS OF UNITS

Every owner of a Condominium parcel, whether he has acquired title by purchase from the Developer, the Developer's Grantee, successors or assigns or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article X. of this Declaration and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic upon acquisition of ownership of a Condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every Condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting Condominium property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each unit owner is entitled to one vote in the Condominium Association for each unit owned by him. If a person or corporation owns more than one unit, he or it shall be entitled to one vote for each unit owned. Voting rights and qualification of voters and membership in the corporation are more fully stated, qualified and determined by the provisions of the charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit #3.

VIII.

AMENDMENT TO DECLARATION

A. Except as provided in Paragraph B below, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws, at which a quorum is present, such adoption to be by the affirmative vote of 2/3rds of the unit owners present at such meeting. Such amendment shall be duly recorded in compliance with Section 10 of the Condominium Act. No amendment shall change any Condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements

of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws of the Condominium Association shall be effective to affect or impair the validity or priority of any mortgage encumbering a Condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and filed with the aforesaid amendment.

IX.

BY - LAWS

The operation of the Condominium property shall be governed by the By-Laws which are annexed to this Declaration as Exhibit #3 and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

X.

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is MILES GRANT CONDOMINIUM ONE, INC. a Florida corporation, not for profit. The Association shall have all the powers, rights and duties set forth in the Declaration, the By-Laws and the regulations enacted pursuant to such By-Laws. The Association is sometimes referred to herein as the Association, the Condominium Association, the Condominium Corporation or the Corporation.

XI.

PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families and social guests, and for no other purpose, except where specific exceptions are made in this Declaration of Condominium.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

A. The apartments shall be used as single family residences only, except, with the permission of the Condominium Association, one apartment may be used as a manager's or building superintendant's office-apartment. It is contemplated that one apartment (unit) within the Condominium may be occupied by a building or property manager or supervisor, or may be leased to a person or corporation engaged in the management of real property for use by such superintendant or property manager, and providing that the permission of the Condominium Association shall have been obtained, it shall not be deemed a violation of these restrictions if such apartment is also used by the occupant thereof as an office in which some or all of the functions of property management or property superintendence takes place. Once the Condominium Association has given the approval as herein mentioned to the owner of said apartment, said approval may not be terminated or thereafter cancelled without the written consent of the then owner of the condominium unit involved and, if there be a lease upon the unit, of the then lessee.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to such regulation by rules and by-laws as may in the opinion of the corporation achieve the maximum beneficial use thereof.

C. Persons who are not sixteen (16) years of age or older shall not be permitted to use the Recreation Facilities of the Condominium, including but not limited to the pool and recreation rooms unless under the supervision of an adult unit owner or lawful unit occupant over the age of twenty-one (21) years, except in such cases and under such conditions as the Condominium Association may from time to time establish and require.

D. No nuisance shall be allowed upon the Condominium property, nor shall any practice be allowed which is a source of annoyance to residents, or which will interfere with the peaceful possession and proper use of the Condominium property by residents.

E. No unit owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium property.

F. No immoral, improper, offensive, or unlawful use shall be

made of the Condominium property or of any Condominium unit, or any part thereof.

G. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his Condominium parcel or any part of the Condominium property.

H. Reasonable regulations concerning use of the Condominium property and especially the common elements and limited common elements may be promulgated by the Corporation. Copies of all regulations shall be furnished to all unit owners.

XII.

CONVEYANCES

A. In order to assure a community of congenial residents and thus protect the value of the apartments, and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida.

B. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium corporation shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

C. (1) A unit owner, intending to make a bona fide sale or lease of his parcel, or any interest therein, shall give to the corporation a written notice of his intention to sell or lease, together with the name and address of the intended purchaser or lessee, and such other information as the corporation may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the apartment owner believes the proposal to be bona fide, in all respects.

(2) Within thirty (30) days after the receipt of such notice the corporation shall either approve of the transaction or furnish a purchaser or lessee approved by the corporation and give notice thereof to the apartment owner desiring to sell or lease, such purchaser or lessee to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or

lessee furnished by the corporation may have not less than thirty (30) days subsequent to the date of approval within which to close.

(3) Approval shall be in recordable form signed by an executive officer of the corporation, and shall be delivered to the purchaser or lessee and made a part of the conveyancing document.

(4) Failure of the corporation to act in thirty (30) days shall be deemed to constitute approval in which event the corporation must on demand prepare and deliver approval in recordable form.

(5) The provisions of this Article XII shall apply to subleases, assignments of leases, and to original and all successive transfers, sales, leases, subleases or assignments.

D. No unit owner shall sell or lease, nor shall approval be given until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of the corporation; and unless the proposed lessee can qualify as to use restrictions.

E. If a unit owner shall lease his unit, he shall remain liable for the performance of all the agreements and covenants in the Condominium documents, and shall be liable for the violations by his lessee of any and all use restrictions.

F. Every purchaser or lessee who acquires any interest in a condominium parcel shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium corporation and the provisions of the Condominium Act.

G. Should any condominium unit (parcel) at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, hereinafter called the "Mortgagee", upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said unit (parcel), including the fee ownership thereof, without complying with the provisions of Paragraphs C. and D. of this Article XII; provided, however, that in all other respects, the provisions of this Declaration, the By-Laws of the Association and the provisions of the Condominium Act, shall be applicable thereto; and provided further, that nothing herein contained shall be deemed to

allow or cause a severance from the Condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whatsoever, the provisions of Paragraphs C and D shall then again be fully effective with regard to subsequent sales or conveyances of said unit (parcel).

XIII.

RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to his parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, who is over the age of sixteen (16) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligation of the unit owner, the provisions of Article XII of this Declaration notwithstanding.

X B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or persons' taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent, which purchaser may be the Association. Thereupon the person or persons having title, possession and or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a Condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XIV.

ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, and special assessments, and such other assessments as are provided for by the Condominium law, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium property (until such time as any of such taxes and assessments are made against the Condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and Condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual Condominium parcel concerned), charges for utility and water used as common for the benefit of the Condominium; cleaning and janitor service for the common elements and limited common elements, expenses and liabilities incurred by the corporation in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members, and the Condominium property — (i. e., reserve for replacements, operating

reserve to cover deficiencies in collections), and all other expenses declared by the directors of the Association to be common expenses from time to time, and any and all other sums due from the Association under the lease, contract or undertaking for recreational facilities, provided for in Article XXIV. hereof.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions of shares set forth in Paragraph B. of Article VI. hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association through its directors at any time determine that the assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at eight (8%) percent per annum.

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the corporation to be paid out of corporation reserves, or surplus, and in the event said reserves or surplus are exhausted, then by means of a special assessment, as the Board of Directors of the corporation shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

XV.

LIEN OF THE ASSOCIATION

The Corporation shall have a lien on each Condominium parcel for any unpaid assessment, and interest thereon, against the unit owner of such Condominium parcel, as provided in the Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys fees sustained by the Corporation incident to the collection of such unpaid assessment or the enforcement of such lien, and that the said lien shall also secure the payment of such attorneys fees. Said lien shall be effective from and after its recording in accordance with Section 711.15 of the Laws of Florida (Section 15 of the Condominium Act), and shall otherwise be enforceable as provided in the Condominium Act.

XVI.

PROVISIONS RE TAXATION

The Condominium Act (Section 19) provides that property taxes and special assessments shall be assessed against and collected on the Condominium parcels, and not upon the Condominium property as a whole. Such taxes, when assessed, shall be paid by each parcel owner, in addition to the payment of such parcel owner's share of common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium property, including common elements and Condominium units. In such case, the tax will be apportioned against each parcel, according to the schedule of the ownership of common elements contained in Schedule A of Exhibit #2, but otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the Condominium property as a whole, instead of against each parcel, it shall be treated as a common expense, in accordance with the provisions of this Article XVI.

XVII.

MAINTENANCE AND REPAIRS

X

1. The owner of each Condominium unit at his own expense shall see to, and maintain, and be responsible for the maintenance of his unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment, including compressors for his unit located within a unit or on the common elements, and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached terraces, balconies or porches), and such owner shall at his own expense maintain and replace when necessary all screening within or in a unit (including its attached terraces, balconies or porches), within or in the perimeter walls of a unit (including its attached terraces, balconies or porches), and all window or plate glass in windows or in the perimeter walls of the unit (including its terraces, balconies or porches).

2. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the By-Laws of the Association.

XVIII.

ALTERATION OF UNITS

X

No owner of a Condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment, or utilities therein, without the consent of the Association, which consent may be withheld in the

event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the corporation may permit same, if the same is not a load bearing partition, and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including painting, installation of electric wires, TV antennae or air conditioning units which may protrude through walls or roof of building or in any manner change the appearance of the exterior of the building or any portion not within the unit, without consent of the Association. No unit owner, nor any other person, shall install upon the roof, or exterior of the apartment building upon the Condominium property, nor upon the common elements, nor upon the limited common elements of the Condominium any TV antennae, radio antennae, electric, electronic or electro-mechanical device without the consent of the Association.

XIX.

ALTERATIONS, ADDITIONS AND
IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

- 1) A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days notice.
- 2) A vote of two-thirds (2/3rds) of all the unit owners in favor of the proposal in person or by proxy shall be required to approve and adopt it.
- 3) The cost of such alteration, improvement or addition shall be assessed and collected as a common expense, but each unit owner shall bear that portion or share of such cost as is the same as the share of the common elements appurtenant to his unit, as such shares are set forth in Paragraph A of Article VI of this Declaration.

XX.

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VI, Paragraph B., of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XXI.

PROVISIONS FOR CASUALTY INSURANCE,
PAYMENT OF PROCEEDS, RECONSTRUCTION,
INSURANCE TRUSTEE

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the condominium property, including the entire building erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, in and for the interest of the Association, all unit owners and their mortgagees as their interests may appear, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four years by the insurance carrier, if such insurance is available, against (a) loss or damage by fire and hazards covered by a standard coverage endorsement,

and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected upon the Condominium land. Because of the location of the Condominium property the Association is authorized to obtain and accept a policy with a deductible cause if the Association cannot reasonably obtain coverage without such a clause. The directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if in good faith a majority of their whole number shall have determined that such insurance is not reasonably available.

B. Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses of \$3,000.00 or less shall be paid to the Association; and if in excess of \$3,000.00 shall be paid to a Trustee which shall be any Bank or Trust Company authorized to and doing business in Broward, Palm Beach or Martin County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium property (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half the unpaid principal balance of all first mortgages on said units). Said Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. Payment of Premiums: Trustee's Expenses and Collection.

The Board of Directors of the Association shall have the authority to

insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Mandatory Repair. Unless there occurs substantial damage to or destruction of all or a substantial part of the Condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares set forth in Paragraph A. of Article VI. hereof.

E. Determination of Damage and Use of Proceeds.

(1) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements, in accordance with the percentages set forth in Paragraph A of Article VI of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special

assessment for the total deficiency against each of the unit owners according to the percentages set forth in Paragraph A of Article VI of this Declaration; except as provided for in Paragraph I below.

(2) Unless there occurs substantial damage to or destruction of all, or a substantial portion of the condominium property, and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. Total Destruction. As used in this Declaration, and in any other connection or context dealing with this Condominium, - "substantial damage to or destruction to any or all the Condominium property" shall mean:

(1) With respect to the entire Condominium, that two-thirds (2/3rds) or more of all apartment units are, or have been, rendered untenable by casualty loss or damage; and/or,

(2) If two-thirds (2/3rds) or more of all the apartment units are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and discrete apartment building within the Condominium, that three-fourths (3/4ths) or more of the apartment units in such discrete and separate apartment building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium property with respect to the entire Condominium, the Condominium properties shall not be reconstructed unless

two-thirds (2/3rds) of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described in sub-paragraph (1), above, but with respect to one or more apartment buildings be at least that degree with respect to each of such buildings described in sub-paragraph (2), above, then each apartment building experiencing such degree (sub-paragraph 2) of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4ths) of the unit owners owning units in such apartment building so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interests may appear, in accordance with the provisions of Paragraph I, below, and the Condominium property shall to the extent provided for in Paragraph I, below, be removed from the provisions of the Condominium Act, as amended, in accordance with the provisions of Paragraph I, below. The determination not to reconstruct after casualty shall be evidenced by certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary writings from two-thirds (2/3rds) of the unit owners, or in the appropriate cases, stating that the said ninety (90) day period has elapsed and that the Association has not received the necessary writings from three-fourths (3/4ths) of the unit owners residing in each of the separate and discrete apartment buildings which have experienced the degree of damage mentioned in sub-paragraph (2) above.

G. Rights of Mortgagees. If any first mortgagee of any Condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium property.

A majority of such mortgagees as hereinabove defined may designate the Bank, Savings and Loan Association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12th) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

I. Repair and Reconstruction. The provisions Paragraphs D, E and F above, to the contrary notwithstanding, each separate and distinct apartment building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only apartment building in the Condominium to the effect that:

(1) All insurance proceeds reasonably attributable to the damage or destruction to one such apartment building shall be first used for

the reconstruction and repair of that building, to the extent that proceeds are sufficient; and in the event that such proceeds are not sufficient, the Condominium unit owners in that building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction, or repair, as contemplated by paragraph D, above. For the purpose of this paragraph I, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements, as set forth in Schedule A of Exhibit #2 attached hereto, divided by the sum total of the shares of the common elements attributable to all the Condominium units in that building, as set forth in Schedule A of Exhibit #2. The relative proportion thus established with respect to each Condominium unit in an apartment building is hereinafter referred to as the "relative common elements per building."

(2) If under the provisions of paragraph E (1) above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency funds available for reconstruction and repair of a separate apartment building related to the common elements and limited common elements; then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular apartment building which has suffered casualty loss and damage; and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that apartment building suffering such casualty loss or damage, in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of paragraph I (1) above.

(3) In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete apartment building, then the Board of Directors

shall reasonably ascertain what portion if any of that excess is fairly attributable to the entire Condominium, and that portion shall be distributed or applied to the unit owners and their mortgagees as their interest may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds, shall be distributed and paid over to the unit owners and their mortgagees as their interest may appear in the separate and discrete apartment building suffering such damage or loss, in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions in subparagraph (1) above.

(4) In the event that there shall occur to a separate and discrete apartment building the degree of damage or destruction described in subparagraph F (2) above, but the Condominium as a whole shall not have experienced the degree of damage, destruction, or loss as set forth in subparagraph F (1) above, and an apartment building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that building only, and this Declaration of Condominium shall be deemed amended and the following shall result:

a. The Board of Directors, upon advisement of one or more independent appraiser shall determine the fair value of all the Condominium properties (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed apartment building, as follows:

b. The total of the relative common elements per building attributable to units in the apartment building so destroyed or damaged shall be multiplied by the fair value of all the Condominium property as established by the Board of Directors, and the product thereof shall be that portion

of the fair value attributable to said destroyed or damaged building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction to the said apartment building. That difference plus the total amount of insurance proceeds attributable to said loss shall be deemed the total purchase price for the Condominium units in the said destroyed or damaged building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with the law.

If the Condominium shall elect not to terminate in accordance with the law, then the Condominium Association shall purchase the Condominium units in the destroyed or damaged building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows:

Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the apartment building so damaged or destroyed, shall be set aside and the balance paid over to the Condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each

unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments, commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

c. The Condominium Association, upon the acquisition of the title to the units and interests of the unit owner's in the damaged or destroyed building shall have the option of either:

(i) Terminating the Condominium Regime with respect to the destroyed or damaged building and making the site thereof a common element of the Condominium; or,

(ii) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3rds) of the Condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

d. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed building, a certificate shall be filed among the public records executed by two officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium property the destroyed and/or damaged building, as an improvement, and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged building, among the remaining unit owners in the proportions that their shares of the common elements as set forth in Schedule A of Exhibit #2 hereof, bear to one another; such that upon completion of such redistribution, one-hundred percent (100%) of the common elements will have been distributed among the remaining Condominium unit owners and the Condominium units not contained in the damaged or destroyed building. Said certificate shall also

redistribute the shares of the common expenses and common surplus previously attributable to the units in the damaged or destroyed building, among the remaining units in the proportions that their shares of the common expenses and common surplus as set forth in Schedule B of Exhibit #2 to this Declaration of Condominium, bear to one another, such that upon completion of such redistribution, one-hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining Condominium units not contained in the damaged or destroyed building.

XXII.

MORTGAGES

An owner who mortgages his condominium parcel must notify the Corporation of the name and address of his mortgagee, and the Corporation shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the condominium corporation of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written authorization of the mortgagee. The Corporation shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

XXIII.

DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES

The provisions of Article XII hereof respecting sale, transfer and lease of condominium parcels, shall not be applicable to the Corporation submitting the condominium property to condominium ownership, to-wit: The Developer. The Developer reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser approved by it, subject, however, to the use restrictions provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to the right to maintain models, advertise on the

premises, and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The Developer may sell, lease or rent parcels owned by it to any person or persons whatsoever and the provisions of Paragraphs C. and D. of Article XII shall not be applicable to the Developer or to any such sale, conveyance or lease by the Developer, notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association. This Article XXIII may not be amended without the written consent of the Developer.

XXIV.

RECREATIONAL FACILITIES

A. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of two-thirds (2/3rds) of the Association's members, and subject to the requirements of Paragraph C. below, may from time to time acquire and enter into agreements, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this Paragraph A. and Paragraph C. below.

B. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXIV., this this Article XXIV may not be modified, amended or changed in any regard without the consent in writing of the lessor therein, or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment, with the formalities required for Deeds.

C. The provisions of Paragraph A. above notwithstanding mortgagees holding first mortgages on any unit or units, shall, if they acquire title to such unit or units by foreclosure or deed in lieu of foreclosure, take such units or unit exempt from and free and clear of any of the terms and obligations, and without the use benefits of such agreements entered into under the authority granted in Paragraph A. above, to the same extent and effect as if such agreements did not exist, unless such mortgagee, or subsequent owner of such unit taking title through such mortgagee, shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph C. shall thereafter not apply to such unit or units. The exemption granted in this Paragraph C. shall include but not be limited to an exemption from the payment of the pro-rata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements a majority (as defined in Paragraph B. of Article XXI hereof) of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph C. shall not apply to any mortgagee or to any unit in the Condominium.

XXV.

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations of provisions of this Declaration, or in the By-Laws of the Condominium corporation or of the Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXVI.

TERMINATION

The provisions for termination contained in Paragraph F of Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by Sections 16 and 17 of the Condominium Act, as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety days of said meeting by 3/4ths of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium. Upon termination the undivided share of the condominium property owned in common by each unit owner shall be the share previously owned by such owner in the common elements, as provided for in Paragraph A of Article XI hereof. After termination of the Condominium in any manner, the liens upon the Condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

XXVII.

EASEMENTS FOR ENCROACHMENTS

All the condominium property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the condominium property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachments stand.

XXVIII.

TRANSFER OF PARKING SPACES
AMONG UNIT OWNERS

The provisions of Article XII "CONVEYANCES" of this Declaration to the contrary notwithstanding, unit owners from time to time may convey and transfer their rights in and to the parking spaces constituting limited common elements appurtenant to their units among themselves; that is to say, from one unit owner to another; with the written consent of the Condominium Association, and with the written consent of the holders of any mortgages encumbering the unit from which the parking space is being transferred, with the following limitations and in the following manner:

A. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance, the unit from which the parking space shall have been transferred or conveyed shall have at least one (1) parking space appurtenant thereto as a limited common element and the unit to which the parking space shall have been transferred or conveyed shall have no more than two (2) parking spaces appurtenant thereto as limited common elements. No portion of the common elements attributable to a unit shall be transferred or conveyed from one unit to another for reason of the transfer or conveyance of a parking space, and the undivided shares in the common elements, as set forth in Article VI of this Declaration, shall in no way be varied or changed with respect to any unit for reason of the transfer or conveyance of a parking space.

B. Such a transfer or conveyance shall be evidenced by a written deed of conveyance executed by both the transferor and transferee. It shall identify the transferor by name and as a unit owner of a specific condominium unit, and shall identify that unit number. It shall also demonstrate the name of the transferee by name and as a unit owner of a specific condominium unit, and shall identify that unit by number. It shall set forth in substance that the parties are transferring and conveying the particular parking space which is a limited common element appurtenant

to the unit owned by the transferor to the transferee, for the purpose of having the particular space become a limited common element appurtenant to the condominium unit owned by the transferee. It shall further set forth the consent of the transferee to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a limited common element appurtenant to the transferee's unit subject in full to the provisions of the Declaration of Condominium.

C. The deed of conveyance shall be executed with the formalities for deeds in the State of Florida, and promptly recorded among the Public Records of Martin County, Florida, and shall be effective no sooner than such recording.

D. The consent of the Condominium Association may be evidenced on the deed of conveyance mentioned in Paragraph B above, or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Condominium Association's consent shall have been recorded among the Public Records of Martin County, Florida. Such consent may be in any form the Condominium Association may choose and shall be executed with such formalities as are required of affidavits and for the recording of affidavits among the Public Records of Florida.

E. Once the aforementioned deed of conveyance shall have been duly executed and recorded in accordance with the provisions of this Article XXVIII, and the consent of the Condominium Association shall have likewise been given and so recorded, the Declaration of Condominium and, in particular, Exhibit #1 hereto, shall be deemed amended to the extent necessary to conform to that transfer and conveyance as authorized under this Article XXVIII, the provisions of Article VIII of this Declaration, entitled "Amendment to Declaration", to the contrary notwithstanding.

F. Nothing herein shall be deemed to authorize the transfer of any limited common element or other appurtenance to a condominium unit or any part or share thereof to any person or persons whomsoever, except

the limited common elements which constitute parking spaces may, as herein provided, be conveyed between unit owners provided that at no time may such parking spaces, or any of them, be owned in whole or in part by any person or persons who are not unit owners. The foregoing notwithstanding, the Developer may retain, without being a unit owner, any unassigned parking spaces subsequent to Developer's conveyance of the last unit owned by it, providing that in such case and until the Developer shall assign said remaining parking spaces to unit owners, such unassigned spaces shall be treated as a common element of the Condominium Association. The Developer, whether or not a unit owner, may exchange such unassigned parking spaces for parking spaces previously assigned to unit owners without the Condominium Association's approval and treat the exchanged space reserved by it as if the same had never been assigned. Any transfer or conveyance of a parking space by any person except the Developer, with or without the consent of the Condominium Association to any other person or persons who is or are not a unit owner or owners except transfers or conveyances to the Developer, shall be totally void.

XXIX

MAINTENANCE

The Developer, each condominium unit owner and their successors and assigns, acknowledge that this Condominium is or will be one of several condominiums containing residential living units in the development known as MILES GRANT in Martin County, Florida. In order to provide for the unified maintenance and upkeep of the entire development and for the economical discharge of the management and maintenance functions of the common elements and limited common elements of each condominium for the benefit of the Condominium unit owners, the Condominium Association is authorized to and shall, together with the other condominium associations of other condominiums in the development and other resident owner organizations in the development, appoint and/or enter into a contract with any person, firm, corporation or other real estate management agent to

provide for the unified and uniform maintenance and repair of the condominium property to the effect that there shall be one general supervising directorate for the maintenance and repair of the condominium properties of all condominiums in the development and the recreation facilities. The provisions of the preceding sentence shall not be mandatory upon the Condominium Association to appoint or select a single manager, to-wit: a unified managing agent, in conjunction and cooperation with other condominium associations for condominiums in MILES GRANT and with other resident owner organizations in MILES GRANT to provide for the unification of management. However, the Condominium Association shall be required to, in good faith, attempt to negotiate with such other condominium associations and resident owner organizations to the end that they shall choose and appoint unified and consolidated management. It shall be a matter of policy of the Condominium Association that such unified and/or joint management shall be preferred for reason of the economies it will afford the Condominium Association, and like condominium associations and resident owner associations MILES GRANT. The Developer, its affiliate successors and assigns may be such unified managing agent, and nothing shall be deemed to invalidate any agreement between the Condominium Association and the Developer as the agent for reason that at the time of entering into such agreement, employees, officers or agents of the Developer were the officers and/or directors of the Condominium Association. However, any contract, agreement or undertaking by the Condominium Association, whether or not with Developer, shall conform to the requirements of law appertaining thereto and without limiting the generality of the foregoing, shall contain provisions for termination as provided by law when required by law. Any such unified managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors and its officers as provided for in law and in the By-Laws of the Condominium Association, and in accordance

therewith. The terms of said contract with any unified managing agent shall conform to the requirement of the By-Laws of the Association in all regards.

XXX.

MISCELLANEOUS PROVISIONS

A. Commencement of Developer's Obligation. The Developer as the owner of any condominium unit shall not be required to pay any of the common expenses of the Condominium as would be the obligation of the condominium units owned by the Developer, except for this paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the month next succeeding the recording of this Declaration, providing, however, that the Developer shall be obligated to pay that portion of the common expense attributable to such units owned by it which are collected for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the Condominium property if such taxes are common expenses under the provisions of this Declaration or of the By-Laws of the Condominium Association.

B. Right of Entry. The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purpose of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the condominium property or any of it.

C. Institutional Mortgagee. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government. Where an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purpose of this Declaration and the Exhibits annexed be deemed an institutional first mortgage.

D. Contractual Liens Authorized. Each Condominium unit owner in this Condominium is authorized to grant liens upon his respective condominium unit to secure the payment of his share (or the share attributable to his Condominium unit in the appropriate case) of any fees, dues, charges or other exactions which the Condominium unit owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any recreational facilities or recreation use rights or other use rights, at least in part of a recreational nature, in whatever form such rights shall be obtained, to-wit: memberships, liens, contracts or other undertakings; obtained by the Condominium Association for the use of the Condominium unit owners or otherwise obtained by such Condominium unit owner or owners by any means whatsoever. So long as such a lien encumbers a unit, the owner of that unit may not vote for voluntary termination of the condominium form of ownership without the consent of the holder of that lien. In the event of the termination of the condominium form of ownership as provided for by law or under the terms of the Declaration, the said lien so created shall attach to the undivided interests in the Condominium property resulting from termination, held by the Condominium unit owner creating such lien or owing a unit encumbered by such lien. This Paragraph D. shall be liberally construed to grant Condominium unit owners maximum authorities to grant the liens hereinmentioned for the purposes herein provided, and shall not be construed to in any way restrict the powers or authorities of the Condominium unit owner, nor to require any particular form for the creation of such liens, but Condominium unit owners shall, in addition to the powers and authorities created herein, have the authority and power to create liens on their units which they would otherwise have had, had this paragraph not been included in the Declaration of Condominium. Any lien created under the authority of this paragraph shall take priority from the recording among the public records of Martin County, Florida of the document creating that lien. This paragraph shall not be construed to cause or allow liens created under the authority of this paragraph to become effective earlier than the aforementioned recording of the document creating such lien,

and neither this paragraph nor this Declaration of Condominium shall be construed to be the document creating such lien.

E. Easements. The Developer and its successors as Developer, retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium property for use for public utility purposes or for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the then existing improvements upon the Condominium property, and shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the public records of Martin County, Florida, a written statement to that effect; from and after the recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved or granted in this Paragraph E.

F. Master Television Antenna and Cable Television. The Association, by action of its Board of Directors, is authorized to enter into agreements to provide or allow master television service, whether or not in association with cable television service, to be given to the owners or occupants of improvements to real property in the vicinity of the Condominium, upon such terms and conditions as the Board of Directors shall approve. This authority is granted in realization of the fact that a master television antenna may be able to serve the Condominium members as well as persons residing on other improved real property in the vicinity of the Condominium on a more economical basis. This authority shall be liberally construed to allow the placement of cables, equipment and all necessary adjunctive mechanical,

electro-mechanical, electrical and/or electronic devices upon the Condominium property as the Board of Directors shall approve, to effectuate the intentions of this Paragraph. Unit owners shall have the right to have cable television service extended and provided within their units, without action of the Board of Directors, and such services may be brought to the unit owners requiring or desiring such service over the common elements of the Condominium, and as other utility services may be extended to the condominium units, providing that such installation shall not be unsightly and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them. Nothing in this Paragraph F shall be construed to impose upon the Developer or any other person, either real or corporate, the obligation to provide or install either a master TV antenna and/or cable TV facilities in this Condominium, nor to prohibit such installation.

G. Security System. The condominium unit owner shall have the right to have his unit connected to an external security system and to allow the placement of cables, equipment and all adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium property as shall be reasonably necessary to provide such service to such condominium unit providing that such installation shall not be unsightly when installed outside the unit, and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

IN WITNESS WHEREOF, the Developer, URBAN SYSTEMS DEVELOPMENT CORPORATION, has caused this Declaration of Condominium to be executed by its duly authorized officers, and the corporate seal to be affixed this _____ day of _____, 197__.

WITNESSES:

URBAN SYSTEMS DEVELOPMENT CORPORATION

BY: _____

ATTEST: _____