

**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
KING MOUNTAIN CONDOMINIUM**

The purpose of this Second Amended and Restated Declaration of Condominium of King Mountain Condominium is to continue the purposes of the Declaration of Condominium recorded in Official Records Book 325, Page 255, et. seq., and amended and restated at Official Records Book 1175, Page 839, et. seq., and amended at Official Records Book 1905, Page 971, et. seq., Official Records Book 2040, Page 2516, et. seq., Official Records Book 2261, Page 620, et. seq., Official Records Book 2541, Page 2396, et. seq., Official Records Book 2635, Page 371, et. seq., Official Records Book 2640, Page 6, et. seq., Official Records Book 2687, Page 1165, et. seq., and Official Records Book 2720, Page 1499 of Martin County, Florida. All provisions of this Second Amended and Restated Declaration of Condominium and all exhibits hereto shall be construed to be covenants running with the land.

**I. INTRODUCTION AND RESUBMISSION STATEMENT.**

1.1 **RESUBMISSION.** The purpose of this Second Amended and Restated Declaration is to continue the purposes of this declaration as originally recorded by the Developer in the public records of Martin County, Florida, at Official Records Book 325, pages 255, et. seq., resubmitting the lands as originally described and the improvements on such lands, to a condominium form of ownership, pursuant to Chapter 718, Florida Statutes (2016), (the Condominium Act), as the same may be amended from time to time. All provisions of this Second Amended and Restated Declaration of Condominium and all Exhibits hereto, shall be construed to be covenants running with the land.

1.2 **NAME and ADDRESS.** The name by which this condominium is to be identified is **KING MOUNTAIN CONDOMINIUM**, and its address is 1991 S.W. Palm City Road, Stuart, Martin County, Florida.

1.3 **LAND DESCRIPTION.** The lands which were previously owned by the developer in fee simple and submitted to condominium form of ownership are herein resubmitted by the unit owners. Such lands are described in the legal description attached hereto and incorporated herein by reference as Exhibit "A".



## II. DEFINITIONS.

The terms used herein shall have the following meanings unless the context otherwise requires:

2.1 **ASSESSMENT** means a share of the funds required for the payment of common expenses billed pursuant to Article IX.

2.2 **ASSOCIATION** means King Mountain Condominium Association, Inc., a Florida corporation not for profit, and its successors.

2.3 **BY-LAWS** means the By-laws of the condominium association for the government of the condominium as they may be amended from time to time. A copy of the By-laws is attached hereto as Exhibit "E".

2.4 **COMMON ELEMENTS** shall mean all portions of the condominium property not included in the units.

2.5 **CONDOMINIUM PARCEL** means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.6 **UNIT** means a part of the condominium property which is to be subject to private ownership. The words "apartment" and "unit" may be used interchangeably herein as the context requires.

2.7 **Articles of Incorporation** means the Articles of Incorporation of the Condominium Association as they may be amended from time to time. A copy of the Articles of Incorporation are attached hereto as Exhibit "F".

## III. DESCRIPTION OF CONDOMINIUM.

3.1 **IDENTIFICATION OF CONDOMINIUM UNITS.** There are fifty-one (51) buildings, each being two-story structures and each containing ten (10) condominium units, being five (5) on the first floor and five (5) on the second floor. Each condominium unit shall bear a different number designation from any other unit. The system for numbering the condominium units is as follows: The last letter will locate and identify the apartment within the building. The first digit or digits will identify the building itself. All apartments on the first floor are numbered from left to right when facing the building, as follows: A, B, C, D, and E; and on the second

floor, from left to right when facing the building, F, G, H, I and J. The buildings are numbered consecutively: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51. The full apartment unit numbers for the apartment units in Building 39, for example, facing the building and beginning on the first floor at the left end would be: 39A, 39B, 39C, 39D and 39E; and on the second floor, 39F, 39G, 39H, 39I, 39J. This same method is applicable for all buildings and units.

### **3.2 UNIT BOUNDARIES.**

3.2.1 Upper and Lower Boundaries. The lower and upper limits of each apartment unit are one inch below the upper surface of the concrete floor slab and one inch above the lower surface of the ceiling, respectively.

3.2.2 Perimetrical Boundaries. The vertical plane formed one inch inside each boundary wall of the apartment unit shall constitute the side and outer limits of the apartment, excepting only that where there is a porch extending from any apartment, the outside boundary shall be extended to include such porch.

Should such an owner of a condominium acquire by purchase an adjoining unit, said owner may, upon written approval of the Board of Directors which may be granted upon a certification of safety by a competent registered engineer, remove all or part of the separating wall and such wall shall thereafter be considered an inside wall and not a boundary wall. Additionally, should an owner acquire two condominium units, one above and one below the other, upon written approval of the Board of Directors, the apartments may be joined by one set of stairs and/or one elevator, as long as such joining does not interfere with the structural stability of the building. All expenses connected with joining two adjacent apartments shall be borne solely by the owner.

Any such approval shall be contingent upon agreement in writing to restore at owner's expense the unit to original plans and specifications should the title to the unit be transferred.

3.3 **SURVEY AND PLOT PLAN.** Attached to this Second Amended and Restated Declaration of Condominium as Exhibit "B" is a survey and plot plan of the land and the improvements where the units are located. This survey together with the plot plan, this Second Amended and Restated Declaration and other exhibits are

sufficient so that each unit and the common elements, improvements and appurtenances can be determined by location, dimensions and size.

**3.4 RESTRAINT UPON SEPARATION AND PARTITION OF THE UNITS AND COMMON ELEMENTS.** Each condominium parcel shall consist of the condominium unit plus an inseparable and undivided share of the common elements. The undivided share in the common elements and common surplus which is appurtenant to each unit shall not be separated therefrom and shall pass with the title to the unit. The appurtenant share in the common elements and common surplus cannot be conveyed or encumbered except together with the unit. The respective shares of the common elements shall remain undivided and no action for partition of the condominium or the common elements shall be brought, except as to the termination of the condominium.

None of the five hundred and ten (510) units shall be subdivided or broken down into smaller parts than now exist and any attempt to do so shall be null and void and any conveyance without force and effect.

**3.5 EASEMENTS.** The following easements are hereby created:

**3.5.1 Structural Support** Each unit is burdened with an easement for structural support in favor of each other condominium unit and the common elements.

**3.5.2 Maintenance, etc.** Maintenance, repair and replacement easements are granted under, over and through each unit. Such easements include but are not limited to easements for all facilities for the furnishing of utility services within the building to units or to the common elements. No apartment owner shall install or allow to be installed any lock, security device or other thing which will or might interfere with such easement rights.

The inside area of each apartment unit are burdened with an easement for the benefit of the other unit owners for purposes of pipes, utilities, wires, cables and other similar items. Removal or rearrangement of such interior walls shall be made only with the written consent of the Board of Directors. Such easement may be waived by the Board of Directors for and in behalf of the condominium unit owner.

**3.5.3 Encroachment.** Should any unit encroach upon another unit or upon the common elements or should any portion of the common elements

encroach upon any unit, as long as such encroachment is not the result of a deliberate action on the part of a unit owner or the Association, then a valid easement shall exist for such encroachment as long as such improvement exists. Permanent and necessary encroachments resulting from reconstruction or repair shall not constitute a basis for a claim or cause action in favor of an owner whose property has been encroached.

#### **IV. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS; SHARE OF COMMON EXPENSES; VOTING.**

4.1 **PERCENTAGE OF OWNERSHP AND SHARES.** There are five hundred and ten (510) condominium apartment units being three (3) basic sizes, as follows:

There are 102 Type "A" apartments, and 102 Type "E" apartments, which shall, in combination, bear 44.0028% of the common expenses; There are 102 Type "B" apartments, and 102 Type "D" apartments, which shall, in combination, bear 38.9640% of the common expenses; There are 102 Type "C" apartments, which shall, in combination, bear 17.0332% of the common expenses; Apartments shall share in the common elements appurtenant to each the units and shall bear the common expenses and shall share in the common surplus individually in the following manner:

A. Type "A" apartments, designated as apartments number: 1A, 1F, 2A, 2F, 3A, 3F, 4A, 4F, 5A, 5F, 6A, 6F, 7A, 7F, 8A, 8F, 9A, 9F, 10A, 10F, 11A, 11F, 12A, 12F, 13A, 13F, 14A, 14F, 15A, 15F, 16A, 16F, 17A, 17F, 18A, 18F, 19A, 19F, 20A, 20F, 21A, 21F, 22A, 22F, 23A, 23F, 24A, 24F, 25A, 25F, 26A, 26F, 27A, 27F, 28A, 28F, 29A, 29F, 30A, 30F, 31A, 31F, 32A, 32F, 33A, 33F, 34A, 34F, 35A, 35F, 36A, 36F, 37A, 37F, 38A, 38F, 39A, 39F, 40A, 40F, 41A, 41F, 42A, 42F, 43A, 43F, 44A, 44F, 45A, 45F, 46A, 46F, 47A, 47F, 48A, 48F, 49A, 49F, 50A, 50F, 51A, and 51F shall each have a .2157% interest in and to the common elements and shall, accordingly, bear .2157% of the common expenses and shall have a .2157% interest in the common surplus.

B. Type "E" apartments, designated for condominium purposes as apartments number: 1E, 1J, 2E, 2J, 3E, 3J, 4E, 4J, 5E, 5J, 6E, 6J, 7E, 7J, 8E, 8J, 9E, 9J, 10E, 10J, 11E, 11J, 12E, 12J, 13E, 13J, 14E, 14J, 15E, 15J, 16E, 16J, 17E, 17J, 18E, 18J, 19E, 19J, 20E, 20J, 21E, 21J, 22E, 22J, 23E, 23J, 24E, 24J, 25E, 25J, 26E, 26J, 27E, 27J, 28E, 28J, 29E, 29J, 30E, 30J, 31E, 31J, 32E, 32J, 33E,

33J, 34E, 34J, 35E, 35J, 36E, 36J, 37E, 37J, 38E, 38J, 39E, 39J, 40E, 40J, 41E, 41J, 42E, 42J, 43E, 43J, 44E, 44J, 45E, 45J, 46E, 46J, 47E, 47J, 48E, 48J, 49E, 49J, 50E, 50J, 51E, and 51J shall each have a .2157% undivided interest in and to the common elements and shall, accordingly, bear .2157% of the common expenses and shall have a .2157% interest in the common surplus.

C. Type "C" apartments, designated same as apartments number: 1C, 1H, 2C, 2H, 3C, 3H, 4C, 4H, 5C, 5H, 6C, 6H, 7C, 7H, 8C, 8H, 9C, 9H, 10C, 10H, 11C, 11H, 12C, 12H, 13C, 13H, 14C, 14H, 15C, 15H, 16C, 16H, 17C, 17H, 18C, 18H, 19C, 19H, 20C, 20H, 21C, 21H, 22C, 22H, 23C, 23H, 24C, 24H, 25C, 25H, 26C, 26H, 27C, 27H, 28C, 28H, 29C, 29H, 30C, 30H, 31C, 31H, 32C, 32H, 33C, 33H, 34C, 34H, 35C, 35H, 36C, 36H, 37C, 37H, 38C, 38H, 39C, 39H, 40C, 40H, 41C, 41H, 42C, 42H, 43C, 43H, 44C, 44H, 45C, 45H, 46C, 46H, 47C, 47H, 48C, 48H, 49C, 49H, 50C, 50H, 51C, and 51H shall each have a .1669-47/51% undivided interest in and to the common elements and shall, accordingly, bear .1669-47/51% of the common expenses and shall have a .1669-47/51% interest in the common surplus.

D. Type "B" apartments, designated same as apartments number: 1B, 1G, 2B, 2G, 3B, 3G, 4B, 4G, 5B, 5G, 6B, 6G, 7B, 7G, 8B, 8G, 9B, 9G, 10B, 10G, 11B, 11G, 12B, 12G, 13B, 13G, 14B, 14G, 15B, 15G, 16B, 16G, 17B, 17G, 18B, 18G, 19B, 19G, 20B, 20G, 21B, 21G, 22B, 22G, 23B, 23G, 24B, 24G, 25B, 25G, 26B, 26G, 27B, 27G, 28B, 28G, 29B, 29G, 30B, 30G, 31B, 31G, 32B, 32G, 33B, 33G, 34B, 34G, 35B, 35G, 36B, 36G, 37B, 37G, 38B, 38G, 39B, 39G, 40B, 40G, 41B, 41G, 42B, 42G, 43B, 43G, 44B, 44G, 45B, 45G, 46B, 46G, 47B, 47G, 48B, 48G, 49B, 49G, 50B, 50G, 51B, and 51G shall each have a .1910% undivided interest in and to the common elements and shall, accordingly, bear .1910% of the common expenses and shall have a .1910% interest in the common surplus.

E. Type "D" apartments, designated same as apartments number 1D, 1I, 2D, 2I, 3D, 3I, 4D, 4I, 5D, 5I, 6D, 6I, 7D, 7I, 8D, 8I, 9D, 9I, 10D, 10I, 11D, 11I, 12D, 12I, 13D, 13I, 14D, 14I, 15D, 15I, 16D, 16I, 17D, 17I, 18D, 18I, 19D, 19I, 20D, 20I, 21D, 21I, 22D, 22I, 23D, 23I, 24D, 24I, 25D, 25I, 26D, 26I, 27D, 27I, 28D, 28I, 29D, 29I, 30D, 30I, 31D, 31I, 32D, 32I, 33D, 33I, 34D, 34I, 35D, 35I, 36D, 36I, 37D, 37I, 38D, 38I, 39D, 39I, 40D, 40I, 41D, 41I, 42D, 42I, 43D, 43I, 44D, 44I, 45D, 45I, 46D, 46I, 47D, 47I, 48D, 48I, 49D, 49I, 50D, 50I, 51D, and 51I shall each have a .1910% undivided interest in and to the common elements and shall, accordingly, bear .1910% of the common expenses and shall have a .1910% interest in the common surplus.

4.2 **VOTING RIGHTS.** Subject to the provisions and restrictions set forth in the By-Laws of the Association, each of the five hundred and ten (510) condominium units is entitled to one (1) vote, regardless of its size, or how title is held. If title to a unit is held in more than one name or by a corporation, then the owners or the corporation shall submit a voting certificate to the Secretary of the Association designating the person authorized to cast the unit's vote. Such certificate must be received by the Secretary prior to the commencement of any meeting where a vote of the unit owners is to be held. Cumulative voting shall not be permitted. Members of the Board of Directors shall be elected by a plurality vote.

V. **MAINTENANCE; ASSOCIATION AND UNIT OWNER RESPONSIBILITIES.**

5.1 **THE ASSOCIATION.**

5.1.1 **Apartments Units and Apartment Buildings.** The Association, at its expense, shall be responsible for the maintenance, repair and replacement of the following:

(a) All portions of the units which contribute to the support of the building including, but not limited to, exterior walls of the building, structural slabs, roofs, exterior boundary walls of the apartments and load-bearing columns. Additionally, the Association shall be responsible for the maintenance, repair and replacement of the windows serving the unit and the screens and screen enclosure frames on the porches.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the apartments or the apartment buildings which are located within the Common Elements and any conduits, ducts, plumbing, wiring or other facilities for the furnishing of utility services that are within a unit but serve other units. Provided however, that the Association shall not be responsible for repairing and maintaining appliances, air conditioning and heating components, (including compressors), and plumbing fixtures which serve only one unit.

(c) All incidental damage caused by the Association in conjunction with its maintenance responsibilities.

5.1.2 **The Common Elements. Association Property.** The Association shall be responsible for the maintenance repair, and replacement of the common

elements and other Association property. Provided, however, that if any repair or replacement of the common elements or the Association property is necessitated by the intentional or negligent act of a unit owner, the cost of the repair or replacement may be assessed by the Association against that owner, and may become a lien on his unit.

5.2 **UNIT OWNERS.** Unit owners' maintenance responsibilities shall be as follows:

5.2.1 To maintain, repair and replace at his expense, all portions of the apartment except the portions to be maintained, repaired and replaced by the Association. These portions shall include, but not be limited to, interior wall, ceiling and floor surfaces.

5.2.2 To perform all maintenance responsibilities in such manner so as to not unreasonably disturb other persons residing within the building.

5.2.3 To promptly report to the Association or its agents any defect or need for repairs which are the Association's responsibility to repair or replace.

## VI. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS.**

6.1 **THE ASSOCIATION.** The Association shall have the right to alter and improve the common elements and Association property and to assess each unit owner their proportional share of the cost thereof. Provided, however, that any improvements or alterations that cost in excess of \$51,000.00 must be approved by a majority of the voting interests of the condominium. Said approval must be in advance and obtained at a regular or special meeting of the members or by written consent.

### 6.2 **UNIT OWNERS.**

6.2.1 Unit owners shall not make any alterations in the portions of the apartments or apartment buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Association.



6.2.2 No change or alteration of any kind shall be made on the exterior portion of the condominium by a unit owner, including by way of illustration, installation of awnings, air conditioning units, TV or radio antennas, wiring, paint or otherwise. Exterior glass in the color provided by the Developer shall be maintained by all owners, except as is otherwise expressly approved by the Board of Directors in writing.

6.2.3 Unit owners shall not impair any easement without first obtaining the written consent of the Association and the apartment owner or owners for whose benefit such easement exists.

6.2.4 Except as approved by the Board of Directors, in writing, no clothes lines or similar devices shall be allowed on any portion of the condominium property, including the common elements.

## **VII. METHOD OF AMENDING DECLARATION OF CONDOMINIUM.**

7.1 This Declaration of Condominium may be amended with the approval of a majority of all condominium unit owners. Approval may be secured at any regular or special meeting of the Association through votes cast by written ballots in person, by proxy or by electronic ballots. Approval may also be obtained by written agreement without the conveying of a members' meeting. Written notice of the proposed changes or additions to the Declaration of Condominium shall be given to each member of the Association at least fourteen (14) days prior to any meeting at which approval of the proposed changes or alterations will be considered. A copy of the proposed changes shall be included in the written notice. If no members' meeting will be held, the results shall be tallied and announced at the next directors' meeting which shall be held at least fourteen (14) days after the proposed changes and written agreement are sent to all members.

7.2 Provided, however, that no amendment hereto shall change any condominium unit's proportionate share of the common elements, common expenses, common surplus, or voting rights unless such amendment is approved one hundred percent (100%) of the voting interests of the condominium.

7.3 All amendments shall be executed by the President and Secretary of the Association and shall be evidenced by a certificate executed with the formalities of a deed. It shall be unnecessary for individual condominium owners to execute the amending instruments. All amendments shall include the recording data identifying

this Second Amended and Restated Declaration, and shall be recorded in the public records of Martin County, Florida.

7.4 In no case shall an amendment to this Amended and Restated Declaration abrogate, restrict, alter, impair or in any way or manner affect any right of the Lessor of the leased property or any institutional mortgagee of any unit, without the written consent of said Lessor or mortgagee, and any amendment which does so without such consent will be null and void.

**VIII. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION.**

8.1 **POWERS AND DUTIES.** The Association shall be the entity responsible for operating the Condominium. The Association's powers and duties shall include all of those set forth in the Articles of Incorporation and the By-laws of the Association as the same are amended from time to time. Additionally, the Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the Condominium Act) as amended from time to time, and all powers contained herein, including but not limited to the following:

8.1.1 The power to enter into leases for lands not owned, for and on behalf of the condominium unit owners, the right to contract, to sue and to be sued.

8.1.2 The Association shall have the irrevocable right to have access to each unit at all times during reasonable hours as may be necessary for the maintenance, repair or replacement of any portions of the apartments that are the Association's responsibility to maintain, the common elements therein or accessible therefrom, or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

8.1.3 The Association shall have the right to adopt, establish, proclaim and enforce rules and regulations governing the use of the condominium units and the common elements and any other property (including but not limited to the golf course), jointly leased by all members acting through the Association as their Agent. The Association shall have the power to enforce the provisions of the Second Amended and Restated Declaration, the Articles of Incorporation, the By-laws and any Rules and Regulations of the Association.

8.1.4 The Association shall have the irrevocable right to determine the terms and conditions of occupancy, title and ownership of each and every unit and of the common property.

8.1.5 The Association shall have the power to purchase the ground lease underlying the recreation area and/or the property subject to said lease cited in Article XIII below and described in Exhibit "C" hereto upon the approval of a majority of the voting interests of the condominium, obtained at a meeting or through written consent.

IX. **COMMON EXPENSES; ASSESSMENTS; LIENS PRIORITY; INTEREST COLLECTION.**

9.1 **COMMON EXPENSES.** The Association shall have the power to determine and levy assessments against the unit owners to meet the common expenses of the condominium.

9.1.1 Common expenses shall include, but not be limited to, all expenses connected with the operation, maintenance, repair or replacement of the common elements; all costs of carrying out the powers and duties of the Association; any other expenses incurred by the Association which shall ratably or equally benefit unit owners.

9.1.2 Common expenses shall not include expenses for utilities, fees, taxes, or services provided to, consumed by, taxed to, or billed on the basis of the individual units and/or unit occupants. However, such expenses may be billed to, collected and remitted by the Association. Said expenses shall include, but not be limited to, water, sewer, trash removal, cable TV, recreational lease payments, State of Florida annual condominium fees and any other charges which may be directly attributable to the units on an individual basis.

9.2 **LIABILITY FOR ASSESSMENTS.** A Unit owner, regardless of how his title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he is the owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner, and is limited as set forth in paragraphs 9.2.2.

9.2.1 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit against which the assessment is made.

9.2.2 Institutional mortgagees (or their successors and assigns) which obtain title to a condominium parcel as a result of a foreclosure or by a deed in lieu of foreclosure, shall not be exempt from liability, and shall be liable for unpaid assessments that came due up to the transfer of title, as provided in Section 9.2. Provided, however, that the liability of first mortgagees shall be limited as provided for by Chapter 718, Florida Statutes (2016) as amended from time to time.

### **9.3 DEFAULT IN PAYMENT OF ASSESSMENTS/INTEREST; LATE FEES; LIENS.**

9.3.1 Interest and Late Fees. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate allowable by law. Additionally, the Association may levy an administrative late fee, the amount of which shall be determined by the Board of Directors in accordance with Chapter 718, Florida Statutes, as amended from time to time.

9.3.2 Liens. The Association has a lien on each condominium parcel to secure the payment of assessments. The lien is effective from and shall relate back to the recording of the original Declaration of Condominium, except as provided by Section 718.116, Florida Statutes, as the same may be amended from time to time. To be valid, a claim of lien must contain 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. It must be executed and acknowledged by an officer or agent of the Association.

The claim of lien shall secure all unpaid assessments that are due and which may accrue subsequent to the recording of the claim of lien, 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 party making the payment is entitled to a recordable satisfaction of lien.

9.3.3 Denial of Lease Privileges. Any owner who is delinquent in payment of any assessment may be denied the privilege of leasing his unit until such time that all arrearages, including interest, late fees and attorney fees (if any), are paid in full.

#### 9.4 ENFORCEMENT.

9.4.1 Foreclosure. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed. During the pendency of any foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The Association shall have the power to purchase the condominium parcel at the foreclosure sale, and to hold, lease, mortgage and convey it.

9.4.2 Money Judgment. The Association may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

9.4.3 Attorneys' Fees and Costs. The Association is entitled to recover its reasonable attorneys' fees and costs incurred in either a foreclosure action or an action to recover a money judgment for unpaid assessments.

#### X. COMPLIANCE AND DEFAULT, NON-ASSESSMENT.

Each unit owner, tenant, invitee, and the Association shall be governed by and shall comply with this Second Amended and Restated Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations as promulgated by the Board of Directors from time to time, as well as the laws of Florida as they may exist from time to time. Petitions for arbitration, actions for damages, injunctive relief or both for failure to comply with the provisions may be brought by the Association or any unit owner. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs incurred. Such relief shall be in addition to all other remedies provided by law.

The Association may, in its discretion, establish a system and schedule of fines for violations of any of the association requirements, restrictions, rules or regulations. Such fines shall comply with all requirements of Florida law.

## **XI. OCCUPANCY AND USE RESTRICTIONS.**

**11.1 SINGLE FAMILY RESIDENCES.** Each unit may be occupied only by a single individual or a single family which is construed to mean an individual and spouse, parents, children, spouses of children, siblings or spouses of siblings that are related by marriage, blood or adoption. Provided, however, that the occupants of a unit must comply with Section 11.3 below. Occupancy by individuals not qualifying as "family" as defined herein may be approved by formal Board action only on grounds of hardship (i.e. illness, incompetence or age of owner/occupant) for periods of not more than three hundred sixty-five (365) days, with the provision that any such exception does not establish precedent and is not to be construed as a relinquishment of the Association's right to limit occupancy of any or all units as specified herein. No more than two persons per bedroom shall be permitted to reside in any unit.

**11.2 COMMERCIAL ACTIVITY PROHIBITED.** No condominium parcel, including its rights to use the common elements, may be used for any purpose other than that of a private dwelling. No commercial activity is allowed within the units or on the condominium property. Ownership for the purpose of leasing to others as a regular practice for business, speculative investment or other singular purposes is prohibited.

**11.3 RESIDENTS.** All permanent residents of the condominium units whether they be owners, lessees, tenants or guests must be at least eighteen years of age or older, and at least one permanent resident of each condominium unit must be at least fifty-five (55) years of age or older. A permanent resident shall mean a person who occupies a unit during at least seventy-five (75%) percent of the days that the unit is occupied by anyone in a calendar year.

**11.3.1** This restriction does not apply to parties already in residence as of March 4, 1999.

**11.3.2** In the case where an over fifty-five (55) spouse dies, an under fifty-five (55) surviving spouse may remain.

**11.3.3** Guests on the condominium property who do not meet the above age restriction may visit and reside temporarily on the condominium property for a period not to exceed fourteen (14) days in any one calendar year.

11.3.4 Condominium units may also be occupied by heirs and devisees who are under the age of fifty-five (55), who acquire ownership by virtue of inheritance, provided that their residency would not result in less than eighty-percent (80%) of the units being occupied by at least one person fifty-five (55) years of age or older, as required by applicable federal statutes.

11.3.5 Statement of Intent. It is hereby declared by this condominium community that we desire and intend to provide housing for older persons, and do in fact at this time represent housing for older persons as defined in the Federal Fair Housing Amendment Act of 1988 (publ.1.100-430). It is specifically the desire and intention of this community to meet the exemption for housing for older persons as provided in the above statute. It is furthermore the intention of this Association to publish and adhere to policies and procedures which demonstrate an intention to provide housing for persons fifty-five (55) years of age and older. The Board of Directors is hereby authorized to adopt reasonable rules, regulations and policies to carry out this intention.

11.4 GUESTS. Guests who are occupying units while the owner is in residence, including non-resident children, may be accommodated for a maximum of fourteen (14) consecutive nights subject to prior registration with the Association. Guest occupancy in excess of fourteen (14) consecutive nights or more than two (2) visits by the same guest, or guests, during any twelve (12) month period requires advance written consent of the Association.

11.5 ABSENTEE OCCUPANCY. Upon written approval by the Association, owners may allow guests to occupy and use their units during their absence for a period of no more than three hundred sixty five (365) consecutive days. Provided, however, that occupancy of a unit during the absence of the owner or otherwise authorized occupants (except by occupancy by the children of the unit owners), by any individual or individuals, shall be treated the same as leasing for the purposes of this Amended and Restated Declaration, and thus, subject to the provisions of Article 11.11 and Article XII, but these occupants will be required to pay a reasonable rate to play golf.

#### 11.6 TITLE AND OWNERSHIP.

11.6.1 Corporations. If title to the condominium unit is taken in the name of a corporation, the officer approved for occupancy shall, for the purposes of this Amended and Restated Declaration, be assumed to be the owner;

any change proposed to be made in the officer approved for occupancy is subject to review and approval of the Board.

11.6.2 Joint Ownership. If title to the condominium unit is taken in joint ownership, except as husband and wife, only one owner (or husband and wife) approved for occupancy shall be the "owner" as defined herein. Any change proposed to be made in the individual(s) approved for occupancy is subject to a review and approval by the Board.

Title in more than one name for the purpose of alternating, successive or joint occupancy or use of the common elements constitutes "Time Sharing" for the purposes of this Amended and Restated Declaration and such occupancy and/or use is specifically PROHIBITED.

11.6.3 Limitation on Ownership. No person, group of persons or corporation may hold title to more than one unit. Thus, no person or corporation may have their name on the deed to more than one condominium unit at King Mountain, nor may they be a partner in a partnership or a shareholder in a corporation that holds title to another unit, with the following exception: Any unit owner who is a current record title holder may acquire an interest in a second unit, provided that the first unit is listed for sale and the owner is making a bonafide effort to sell it. The owner must use the second unit as his or her primary residence. One of the two (2) units must be sold within two (2) years of acquisition of ownership of the second unit. Subject to the requirements of Article 11.11, the owner may lease the first unit for a period not to exceed two (2) years. This restriction does not apply to multiple unit ownership already in existence as of April 1, 2004, however; those units may not be transferred to other owners as multiple owned units, thereby perpetuating multiple ownership.

11.7 NUISANCES. No nuisances shall be allowed on the condominium property, nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession and reasonable use of the condominium property by other owners and residents. Unit owners will not permit or suffer anything to be done or kept in their units which will increase the rate of insurance on the condominium property or obstruct or interfere with the right of the unit owners, or annoy them by unreasonable noises or otherwise, nor shall the unit owner commit or permit any immoral or illegal act in or about the condominium property. Reasonable rules covering the use of condominium units and the common



elements shall be made and enforced by the Board of Directors. Violation of these rules and regulations constitutes a nuisance.

11.8 **PETS.** No condominium unit owner, occupant, lessee or guest shall bring into or keep on the premises any animal or pet including, but not limited to, dogs, cats or birds.

11.9 **SIGNS.** No signs, other than those authorized for Association purposes shall be displayed in or upon any portion of the condominium property.

11.10 **MORTGAGES.** No apartment owner may mortgage his unit without the approval of the Association except to a bank, life insurance company or a savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. Any transaction accomplished in violation of this paragraph shall be void. Each unit owner will notify the Board of Directors of all encumbrances against his unit.

In the event of a foreclosure of any mortgage, lien or other encumbrances on a condominium unit, or in the event of a threatened sale of the condominium unit as a result of a lawful levy, the Association, acting through the Board of Directors, shall have the right, at any time after a final judgment of foreclosure is entered by a court of competent jurisdiction or after actual levy thereon by the Sheriff, but prior to the public sale thereof, to redeem the condominium unit for and in behalf of the unit owner for the amount decreed by the Court to be owing, including costs and attorney's fees, and the condominium unit owner shall simultaneously convey by appropriate Warranty Deed his interest therein to the Association upon payment by the Association of such sums to the Court. The condominium unit owner shall by such transfer waive any and all rights in and to any monies which the condominium association shall obtain upon the resale of said unit over and above the Court purchase price, if such to be the case. If the Association does not exercise its right prior to public sale to pay off the indebtedness against the property and receive a Warranty Deed, such right shall expire. Nothing herein contained shall be construed as limiting the Association from bidding and purchase at the public sale.

11.11 **LEASES.** Upon written approval of the Association, owners may lease their units subject to the provisions below and Article XII hereof.

11.11.1 The owners must reside in the unit for at least ninety (90) consecutive days prior to having ability to lease. Owners acquiring title to their unit

after June 1, 2013 are prohibited from leasing their unit until the owner has owned the unit for three (3) years. This provision shall not apply to the Association (relating to units owned by the Association), any unit acquired by inheritance, nor to a unit occupied by an approved family member(s) as defined in 11.1 above, as long as the family member(s) is over fifty-five (55) years old and continues to live in the unit. If the family member(s) dies or has to vacate the unit due to health reasons after living in the unit for at least ninety (90) days, the unit may then be leased under the appropriate restrictions in other parts of the condominium documents; otherwise, the unit may not be leased until the ninety (90) day resident requirement is satisfied.

11.11.2 No lease shall be for a period of less than ninety (90) consecutive days, nor more than three hundred sixty five (365) consecutive days. Additionally, no unit may be leased more than once in any twelve month period, each twelve month period commencing on the first day of any lease. Notwithstanding the foregoing, owners acquiring title to their unit after June 1, 2013, are prohibited from leasing their unit for a period of less than ninety (90) consecutive days, nor more than seven (7) consecutive months. Additionally, no unit may be leased more than once in any eleven month period, each eleven month period commencing on the first day of any lease. This provision shall not apply to the Association (relating to units owned by the Association) nor to any unit acquired by inheritance.

11.11.3 Subleasing. Subleasing by a lessee or guest is prohibited. Additionally, no owner may lease anything less than his entire unit, and transient "room rentals" are prohibited.

## **XII. MAINTENANCE OF COMMUNITY INTERESTS.**

In order to maintain a community of congenial residents who are financially and socially responsible, and thus protect the value of the condominium property, the transfer and mortgaging of units shall be subject to the following provisions:

### **12.1 TRANSFERS SUBJECT TO APPROVAL.**

12.1.1 Sales. No unit owner may dispose of a unit or any interest in a unit by sale or otherwise, without prior approval of the intended purchaser by the Association, as well as a written waiver of the Association's right of first refusal.

12.1.2 Leases. No unit owner may dispose of any interest in a unit by lease or otherwise without prior approval of the intended lessee by the Association, as well as a written waiver of the Association's right of first refusal.

12.1.3 Guest Occupancy During Absence of Owner.

No unit owner may allow a guest to occupy and use his unit during his absence without prior written approval of the Association. Such use of a unit by a guest during the owner's absence shall constitute leasing and shall be subject to the provisions of Article XI and Article XII.

12.1.4 Gift, Devise or Inheritance. If any unit owner shall acquire his title or right to occupy by gift, devise or inheritance, the continuance of his ownership or right to occupy shall be subject to the approval of the Association and the provisions of Article XI and Article XII.

12.2 APPLICATION PROCESS. The approval by the Association that is required for the transfer of title or interest in any unit shall be applied for in the following manner:

12.2.1 Sale. A unit owner intending to make a "bona fide" sale or transfer of his unit shall give the Association written notice of such intention to sell or transfer.

The notice shall contain such information regarding the intended purchaser as the Association may require and shall be accompanied by the contract for sale or transfer and shall be either hand delivered or sent certified mail, return receipt request to the Association.

A contract for sale or transfer of a unit shall not be "bona fide" for the purposes of this provision unless accompanied by a deposit in the amount of at least ten percent (10%) of the sale or transfer price.

12.2.2 Lease. A unit owner intending to make a lease of his unit shall give the Association written notice of such intention to lease.

The notice shall contain such information regarding the intended lessee as the Association may require, shall be accompanied by a copy of the proposed lease,

and shall be hand delivered or sent certified mail, return receipt requested to the Association.

Any renewal of a lease requires application for and approval by the Association as described above. Provided, however, that the approval of a lease renewal should not be subject to a transfer fee, as described in Section 12.3.4 below.

12.2.3 Gift, Devisee or Inheritance. A unit owner who has obtained title by gift, devisee or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the unit owner as the Association may require and a copy of the instrument evidencing the owner's title.

12.2.4 Failure to Give Notice. If notice of a transfer of a unit or interest therein is not given to the Association as required above, then the transfer shall be null and void.

### 12.3 CERTIFICATE OF APPROVAL.

12.3.1 Sale. The Association shall issue a written certificate of approval of a sale of a unit no later than forty five days after the date the Association receives all information required by Section 12.2 above. The certificate of approval shall be recorded in the public records of Martin County, Florida as an attachment to the instrument conveying title.

If the Association does not issue a certificate of approval of a sale within forty five (45) days of the date the Association receives all information required by Section 12.2 hereof, the sale shall be deemed disapproved and subject to the Association's right of first refusal as set forth below.

12.3.2 Lease. The Association shall issue a written certificate of approval of a lease of a unit within thirty (30) days of the date the Association receives all information required by Section 12.2 hereof. If a certificate of approval is not issued within such time, the lease shall be deemed disapproved and subject to the Association's right of first refusal as set forth below.

12.3.3 Gift, Devisee or Inheritance. The Association shall issue a written certificate of approval of a transfer of title to a unit by gift, devisee or

inheritance within thirty (30) days of the date the Association receives all information required by Section 12.2 hereof. If a certificate of approval is not issued within such time, the transfer shall be deemed disapproved, and subject to the Association's right of first refusal as set forth below.

#### 12.4 DISAPPROVAL BY ASSOCIATION; RIGHT OF FIRST REFUSAL

12.4.1 Sales. If the Association disapproves a proposed "bona fide" sale of a unit by a unit owner, then within fifty (50) days of receiving all information required by Section 12.2 hereof, the Association shall send the owner written notice that it intends to exercise its right of first refusal.

The Association must exercise its right of first refusal by purchasing the unit at the price fixed by the disapproved contract for sale, or the fair market value, whichever is less. If the owner and the Association cannot agree as to the fair market value of the unit, then the owner and the Association shall each have an independent appraisal made, and the fair market value shall be the average of these appraisals.

The Association may assign its right to purchase at the price determined above to any party it approves for purchase.

If the Association fails to provide the owner with its intent to exercise its right of first refusal within fifty (50) days of the date it receives all information required under Section 12.2 above, then the proposed "bona fide" sale shall be deemed approved and the Association shall issue written certification of the sale immediately.

12.4.2 Leases. If the Association disapproves a proposed lessee, the unit owner shall not lease to such proposed lessee, but shall have the right to submit another bona fide lessee for approval to the Association in the manner provided above. Should the Association disapprove the second lessee, the unit owner shall not lease to such lessee, but shall have the right to submit a third lessee for approval by the Association.

If the Association disapproves a third proposed bona fide lessee, the Association must exercise its right to rent the unit from the unit owner, upon the same terms and conditions as set forth in the lease presented by the third proposed lessee. If the Association fails to enter into such agreement with the owner within

ten (10) days from the date of submission of the third proposed lessee, the third approved lessee shall be deemed approved, and the Association shall issue a written approval of such lessee immediately.

12.4.3      Gift, Inheritance and Devisee. Each unit owner grants the Association the right to purchase his unit from his estate at the unit's appraised value, if the unit owner's interest shall pass by will or intestate succession to a person not within the first degree of consanguinity to the unit owner.

The Association shall have thirty (30) days from the receipt of a written notice of the unit owner's demise to exercise its right to purchase a unit under this paragraph. If the Association fails to exercise its right of first refusal within thirty (30) days of receipt of written notice of the unit owner's demise, the Association shall waive its right of first refusal.

Written notice of an owner's demise shall be hand delivered or sent certified mail, return receipt requested to the Association. The appraisal used for probate purposes shall constitute the appraised value for the purposes of this paragraph

12.4.4      Transfer fee. In connection with the exercise of its duties to review all transfers pursuant to Article XII, the Association may charge a reasonable administrative fee, not to exceed the limits of Florida Statute 718.

12.5      EXCEPTIONS. Notwithstanding the above, the Association's right to disapprove sales, leases or other transfers, and to exercise its right of first refusal does not apply to the following:

12.5.1      Foreclosure Sales – Deed in Lieu. The provisions of Article XII infra, do not apply to a unit sold at a foreclosure sale by an institutional mortgagee (institution herein defined as a savings and loan association, a national or state banking corporation, or an insurance company authorized to do business in Florida), or to a voluntary conveyance by a mortgagor to an institutional mortgagee in lieu of foreclosure.

12.5.2      Institutional Mortgagee. The provisions of Article XII infra, shall not apply to a lease or sale of a unit made by an institutional mortgagee who has acquired title through a foreclosure or a deed in lieu of foreclosure, to a bona fide purchaser or lessee for value.

### XIII GROUND LEASE.

13.1 DESCRIPTION. The Association, through its original Board of Directors has, as Agent for all owners, acquired a ninety-nine (99) year lease in certain real property located in Martin County, Florida, as more particularly described in the "Ground Lease", attached hereto and incorporated herein by reference as Exhibit "C". The property described in the "Ground Lease" shall not be submitted to condominium ownership, but shall be used as recreational facilities for the benefit of all owners.

#### 13.2 OWNER RATIFICATION.

13.2.1 Ratification. Each owner, his heirs, successor and assigns shall be bound by the terms and provisions of said "Ground Lease", and by his purchase of his unit, has ratified such "Ground Lease" in toto and acknowledged that the entry into such lease by the original board of directors does not constitute a breach of the fiduciary duty owed by such directors to the unit owners.

13.2.2 Designation of Agent: Ratification of Lease and Pledge of Unit as Security.

As a condition precedent to the purchase of a unit, each owner shall execute a designation of agent ratification of lease, and pledge of unit as security form, a copy of which is attached hereto and incorporated by reference herein as Exhibit "D".

By execution of such form, each owner shall ratify and consent to the execution of the "Ground Lease" by the Association as agent for the unit owners, and shall covenant to perform all covenants contained therein either directly or through the Association as its agent, and shall acknowledge the reasonableness of such "Ground Lease".

13.3 AMENDMENT. The provisions of said "Ground Lease" may not be amended, modified or revised except in writing by both the lessor and the Association and shall be executed with the formalities of a deed, and recorded in the public records of Martin County, Florida.

13.4 **ASSOCIATION AS AGENT.** Each owner hereby specifically acknowledges that the Association is authorized and empowered as each owner's agent to carry out and/or modify the terms of said "Ground Lease".

13.5 **SUBORDINATION TO INSTITUTIONAL MORTGAGEES.**

Notwithstanding any contained herein to the contrary, any right lessor may have against an owner's unit under the provisions of said "Ground Lease", shall be inferior and subordinate to any institutional mortgage executed by lessee or any owner, as provided in paragraph XXIX of said "Ground Lease".

13.6 **RENTAL PAYMENTS.** Although rental payments may be collected by the Association simultaneously with the collection of common expenses, they shall not constitute common expenses.

13.7 **TAXES.** For tax purposes only, the value of the fee in the real property described in the "Ground Lease" attached as Exhibit "C" shall be assessed directly to the unit owners in the same percentage as each unit owners' share of the common expenses.

13.8 **CONFLICT.** In the case of conflict between the provisions of this Second Amended and Restated Declaration and the "Ground Lease", the provisions of the "Ground Lease" shall control.

XIV. **INSURANCE.**

14.1 Insurance on condominium units and common elements, and on any properties owned or leased by the Association for and on behalf of the unit owners of the Condominium, or required to be covered by Florida law, shall be carried and maintained by the Association for and on behalf of the condominium unit owners, the Association, the Lessor, any property leased to the Association; and, where applicable, the mortgagee as provided by Florida Statutes 718.111(11)(2016) as amended from time to time. The Association shall carry casualty insurance on all units and on all common elements, and on leased property, in the maximum insurable amount, as annually determined by the insurance carrier, such casualty insurance to cover fire, windstorm and extended coverage, including standard hazards and perils, plus, where available, water damage, vandalism and malicious mischief. Also the Association shall carry landlord and tenant public liability and property damage insurance in the minimum amounts of \$500,000/\$1,000,000,



covering all condominium units, common elements and leased property. Workmen's Compensation insurance shall be carried, if applicable, together with all other necessary coverages as recommended by the Board of Directors or the insurance carrier. The cost of the Insurance shall be a common expense.

14.2 All policies of casualty insurance covering the common elements on leased property, and leased property shall have a loss payable clause drawn in favor of an Insurance Trustee, and any proceeds of any loss shall be paid to such Trustee, or its successors, for the use and benefit of the Association and the unit owners, the Lessor, where applicable, as their interest may appear. The original policies shall be held in the Insurance Trustee. The Association is the acknowledged Agent for all unit owners for the purpose of negotiating and securing all claims against the insurance company, and, accordingly, is authorized to execute on behalf of the unit owners in favor of any insurer release after settlement. The Association shall serve as Trustee, or may at the option of the Board, select independent, bondable person or entity such as an accountant. The Association shall select insurance companies carrying only the highest rating and having local representatives in Martin County, Florida.

The sole duty of the Trustee is to receive the proceeds of the casualty insurance for such property and to hold them for the benefit of the Association, the unit owners, the Lessor, where applicable, or other beneficiaries with an insurable interest, and to disburse as hereinafter set forth. The Trustee shall be liable only for its willful misconduct, bad faith or gross negligence as to the money in its possession. The Trustee shall receive just compensation for its services and such is hereby designated a common expense to be divided ratably, in their various percentages, among the unit owners.

Upon a loss being sustained by the condominium under any coverage for such property, the Association shall first furnish the Trustee with a list of all unit owners and with the name of any other person having a beneficial interest in the policy, and with the percentage interest of participation in the common elements of each unit owner. Such list shall be current and shall be certified as correct by the President of the Association. Thereafter, the Association shall, if practical, obtain three competent appraisals by contractors authorized to do business in Martin County, Florida, as to cost repair. The Association shall then negotiate and settle the insurance claims with the insurance company and have the insurance proceeds paid to the Trustee.

No mortgagee shall have the right in its mortgage to require or to elect to apply the insurance proceeds to the reduction any mortgage or mortgages; unless it be the excess of insurance payments over the replacement cost of a damaged unit, and then only after the unit is fully repaired.

In the event of a loss or damage to common elements on leased property, whether real or personal, and the damage is covered by casualty insurance, the proceeds there shall be paid to the Insurance Trustee to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of repair, replacement, or reconstruction of the common elements which are damaged, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Association for the use and benefit of all unit owners. If it should appear, however that the insurance proceeds covering the loss are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, then the Board of Directors shall allocate the repairs of the common elements first from the insurance proceeds and thereafter make and collect an assessment from all owners as a common expense, so that the sum on deposit with the Insurance Trustee shall be sufficient to completely pay for the repair, replacement and reconstruction of such common elements.

The common elements shall be repaired and replaced in accordance with the original plans and specifications, or as such plans have been modified by written consent of the Association from time to time. The Insurance Trustee, if not the Board of Directors, shall disburse the money from the trust upon written request by the Board of Directors of the Association, and only upon receiving simultaneously with a disbursal, a release of lien covering each payment made. The contractor shall join with the Board of Directors of the Association in making payment requisition from the Insurance Trustee. The Insurance Trustee shall not be liable for the application of the monies paid pursuant to such requisition after release of lien is obtained therefore.

In the event that a loss should be sustained on leased property and the same is covered by casualty insurance, the proceeds shall be paid to the Insurance Trustee and the repairs, reconstruction and replacement there shall be conducted in the same manner as though there was a loss to a common element on such property. Any assessment necessary to increase the insurance proceeds to a sum sufficient to provide an adequate repair shall be apportioned among the condominium unit owners in accordance with their common expense ratio and percentage.

In the event of a loss or damage to personal property belonging to the Association and the proceeds are paid to the Association, the Association shall replace such damaged property unless it shall determine it to be in the interest of the condominium not to make a replacement, at which time the Association may use such insurance proceeds to reduce an assessment, or distribute such insurance proceeds prorated among all of the condominium unit owners in accordance with their participation in the common expense.

14.3 All proceeds for repairs or replacements, whether insurance claim or assessments, leased or owned common elements or property, shall be accounted for by the Association as separate line items in the Association's financial reports. Separate expense line items shall be utilized for all disbursements of the proceeds. The Association shall disburse moneys from the Trust accounts only for needed repairs, reconstruction or replacements due to the loss and only upon approval of the Board of Directors based on a schedule or budget of the needed items:

If the insurance and assessment proceeds are in excess of the cost of restoration of the common elements and the condominium units which were damaged, then the Board of Directors shall return such excess to the owners. If the amount to return is less than twenty five dollars (\$25) for any unit, then the entire amount may be deposited in a Reserve Account, or used to fund the Operating Budget at the discretion of the Board of Directors. Larger amounts may be retained with the owners' consent. A majority of a quorum vote, by mail or by meeting, will be required for that consent.

## **XV. TERMINATION**

15.1 **TERMINATION.** The condominium may be terminated by consent of all the unit owners, which shall be evidenced by a recorded instrument to that effect, and upon the written consent of all of the holders of recorded liens effecting any of the condominium parcels, which shall also be evidenced by a recorded instrument executed by each lien holder.

15.2 **OWNERSHIP OF PROPERTY; LIEN.** Upon termination of the condominium, the condominium property shall be owned in common by the unit owners in the same undivided shares as each unit owner previously owned in the common elements. All liens shall be transferred to the undivided share in the

condominium property attributable to the unit originally encumbered by the lien in its same priority.

15.3 **GROUND LEASE OBLIGATION TO SURVIVE.** Termination of the condominium shall not nullify, reduce or effect the liability for rental payments or the pledge of each condominium unit as security for lease performance as provided in Article XII hereof, and the "Ground Lease" attached as Exhibit "C".

15.4 **PARTITIONS; SALE.** Following termination of the condominium, the property may be partitioned and sold upon the application of any unit owner. Provided, however, that following termination, the board of the association by a vote of not less than seventy five percent (75%) of its directors, may contract to sell the property, and each unit owner shall execute all documents necessary to effectuate such sale. In the event of such sale, any action for partition shall be terminated.

15.5 **BOARD OF DIRECTORS.** The directors of the Association shall continue to have the powers granted under Chapter 718, Florida Statutes, as amended from time to time, notwithstanding the fact that the Association may be dissolved upon termination.

15.6 **CREATION OF ANOTHER CONDOMINIUM .** Termination of the condominium shall not bar the creation of another condominium affecting the same property.

15.7 **SECTION 718.117, FLORIDA STATUTES.** The provisions of Section 718.177, Florida Statutes (2016), as the same may be amended from time to time, are specifically incorporated herein.

This Second Amended and Restated Declaration of Condominium of King Mountain has been approved by at least a majority of all of the votes of the members, by written consent, which vote was sufficient for approval.

The undersigned, King Mountain Condominium Association, Inc., hereby consents to the terms and conditions contained in the foregoing Second Amended and Restated Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

WE HEREBY CERTIFY that the foregoing Second Amended and Restated Declaration of Condominium of King Mountain Condominium was approved by a majority of the members by written consent.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 21 day of MARCH, 2017.

WITNESSES AS TO PRESIDENT:

KING MOUNTAIN CONDOMINIUM  
ASSOCIATION, INC.

Tom Priez  
Printed Name: Tom Priez

By: Robert T. Meozzi  
Robert T. Meozzi, President

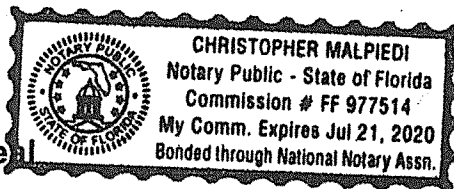
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Printed Name: Bryan Leonard

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MARCH 21, 2017 by ROBERT T. Meozzi, as President of King Mountain Condominium

Association, Inc. [☒] who is personally known to me, or [☐] who has produced identification [Type of Identification: \_\_\_\_\_].

Notarial Seal



[Signature]

Notary Public

WITNESSES AS TO SECRETARY:

KING MOUNTAIN CONDOMINIUM  
ASSOCIATION, INC.

Tom Priez  
Printed Name: Tom Priez

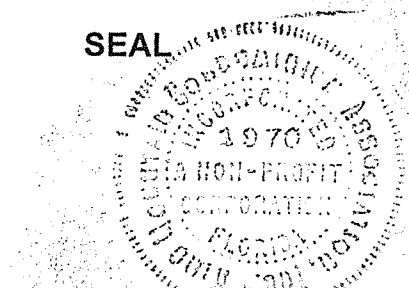
By: Kathleen A. Brouse  
Kathleen A. Brouse, Secretary

BL  
Printed Name: Bryan Leonard

STATE OF FLORIDA  
COUNTY OF MARTIN

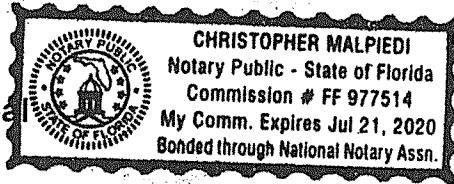
CORPORATE

SEAL



The foregoing instrument was acknowledged before me on MARCH 21, 2017, by KATHLEEN A. BROUSE, as Secretary of King Mountain Condominium Association, Inc. [ 4 ] who is personally known to me, or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

Notarial Seal



  
Notary Public