

DECLARATION OF CONDOMINIUM  
 OF  
 OCEAN DUNES CONDOMINIUM  
 St. Lucie County, Florida  
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DECLARATION OF CONDOMINIUM  
OF OCEAN DUNES CONDOMINIUM  
HUTCHINSON ISLAND  
ST. LUCIE COUNTY, FLORIDA

This Declaration of Condominium made this 17TH day of December, 1982, by OCEAN DUNES OF HUTCHINSON ISLAND DEVELOPMENT CORPORATION, a Florida Corporation, hereinafter called the "Developer", for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, 1977, hereinafter called the Condominium Act; and the Developer does hereby submit the condominium property to condominium ownership.

2. NAME AND ADDRESS

The name by which this condominium is to be identified is OCEAN DUNES CONDOMINIUM, and its mailing address is 10980 South State Road 41A, Jensen Beach, Florida 33457, hereinafter called "The Condominium".

3. THE LAND

3.1 Description. The lands owned by Developer, which by this instrument are submitted to the condominium forms of ownership, are located in St. Lucie County, Florida, more particularly described in Exhibit "A-3", which is attached hereto and made a part hereof.

3.2 Title Exceptions.

(a) Construction loan mortgage to National Bank of North America, dated November 2, 1982 securing \$1,600,000.00, and filed for record in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Official Records Book 388, Page 2905.

(b) Purchase Money mortgage to JAMES J. PARDIECK, TRUSTEE, dated November 15, 1978 encumbering Exhibit "A-1" lands, securing \$ 525,000.00, and filed for record in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Official Records Book 298, page 1515.

4. DEFINITIONS

The terms used in this Declaration and on its Exhibits, and in all amendments thereto, shall have the meanings stated in the Condominium Act (Section 718.103, Florida Statutes, 1977) and as follows unless the context otherwise requires:

4.1 Apartment means unit as defined by the Condominium Act.

4.2 Apartment Owner means unit owner, as defined by the Condominium Act.

4.3 Assessment means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the apartment owner.

4.4 Association means DUNES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

#### 5.1 Dedication of Recreational and Common Use Properties.

(a) The Developer shall construct certain improvements upon the common elements which improvements shall, among other things, consist of landscaping, automobile parking areas, swimming pool, tennis court, and other facilities located substantially as shown on the drawing attached hereto as Exhibit "A-1".

(b) The common elements are shown on Exhibit "A-1" attached hereto. The Developer further declares and covenants that said common elements shall at all times be open and useable by the apartment owners and their guest and employees of condominium units in OCEAN DUNES CONDOMINIUMS. The Developer further declares that this covenant shall run with the land and shall be enforceable by the County of St. Lucie, State of Florida.

(c) Each apartment owner in OCEAN DUNES CONDOMINIUM shall have an equal right to possession and use of the common elements. The assessment for said facilities shall include without limitation, maintenance, taxes and insurance, and shall be charged to the apartment owners entitled to the use of said facilities.

(d) Water service shall be supplied by the Martin County Utility water system and Sewer service shall be supplied by Aqua Rabella Corporation. Each apartment shall share equally in the cost of water and sewer service. These costs shall be considered a part of the common expenses of the Condominium and therefore a part of the quarterly assessment made for common expenses.

5.2 Survey and Plot Plans. A legal description of the land, a survey of the land and the common elements on the land, plot plans showing location and dimensions of each apartment and of the common elements are attached hereto as Exhibit "A-1" through "A-11". For the purpose of identification, all apartments in the buildings located on said land are given identifying letter and number combinations and no apartment bears the same identifying letter and number as does any other apartment.

5.3 Surveyor's Certificate. On the date of the execution of this Declaration of Condominium, the condominium building was not substantially completed; however, upon substantial completion of construction, the Developer shall amend the Declaration to include a Certificate of a Surveyor certifying the facts required by Section 718.104(4)(e), Florida Statutes.

#### 5.4 Amendment of Plans.

(a) Alteration of Apartment Plans. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, as long as it owns the apartments to be altered. No such change will increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in Article 16 hereof. If the Developer shall make any changes in apartments, as herein authorized, such changes will be reflected by an amendment of this Declaration; and if more than one apartment is concerned, the Developer shall equitably apportion between the apartments the shares in the common elements appurtenant to the apartments concerned, in such proportions as the floor space of each apartment bears to that of every other apartment. However, no changes or amendments to the design plan of the apartments may be made by the Developer without the consent of the construction mortgagee.

(b) Amendment of Declaration. When the condominium improvements have been substantially completed, this Declaration

(i) If interior building walls separate apartments from common elements, the perimetrical boundaries as to such walls will be the intersecting vertical planes adjacent to and including the surfaces thereof facing the common elements.

(ii) If walls between apartments are of varying thickness, or about a column or shaft, the plane of the center line of a bounding wall will be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(iii) If walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall will be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary will thence run at right angle to the plane of the center line of the thicker wall.

(iv) If exterior faces of apartment walls are diametrically opposite from each other, the perimetrical boundary of such apartments will proceed through the intersection of such walls at an angle of forty-five (45°) degrees from exterior face to exterior face.

5.8 Common Elements. The common elements of the condominium consist of the land and all other parts of the condominium property not within the apartments, including but not limited to service rooms, and all tangible personal property which is used in the maintenance and operation of the condominium.

#### 6. OWNERSHIP OF COMMON ELEMENTS

There will be an equal undivided 1/28th share in the common elements appurtenant to each apartment of the condominium.

The fee title to each apartment will include both the apartment and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective apartment, even though the description in the instrument of conveyance or encumbrances may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in the common elements appurtenant to each apartment will be null and void.

#### 7. COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium will be shared by the apartment owners in equal shares regardless of the purchase prices of the apartments or their locations.

Expenses of operating, maintaining, improving and repairing the recreational facilities owned by the Association shall be a common expense, and shall be apportioned equally among all apartment owners who now may be or hereafter may become members of the Association, except that the owners of the eighth (8th) floor penthouse apartments shall be solely responsible for the maintenance and repair of the roof of the condominium building.

Any common surplus of the Association will be owned by the apartment owners in the same proportions as their interest in all of the common elements.

expenses are met by the proceeds of insurance carried by the Association.

(d) Alteration and Improvement. Except as elsewhere reserved to Developer, no structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owners of apartments in which such work is to be done and of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida will be filed with said Board of Directors prior to the start of such work.

## 8.2 Common Elements.

(a) By the Association. The maintenance, repair, replacement and operation of the common elements will be the responsibility of the Association and a common expense. However, the liability of the Association for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by it.

(b) Alterations and Improvements. Except as herein reserved to the Developer, there will be no alterations or additions to the common elements without prior approval in writing by the record owners of at least 75 percent of the common elements and which alterations and additions do not interfere with the rights of any owners without their consent. The share of any cost of such alteration or addition will be assessed to the apartment owners in the shares that their shares in the common elements bear to each other. There will be no change in the shares and rights of an apartment owner in the common elements altered or improved. No such alterations or additions shall be made without the written consent of any mortgagee providing funds for the construction of the project.

## 9. ASSESSMENTS

The making and collection of assessments against Apartment owners for common expenses will be pursuant to the By-Laws of the Association, subject to the following provisions:

9.1. Share of Common Expense. Each apartment owner will be liable for a proportionate share of the common expenses, and will share in the common surplus, as provided for in Article 7 of this Declaration.

9.2. Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten (10) days after date when due, will not bear interest; but all such sums not paid on or before ten (10) days after the date when due will bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account will be first applied to interest and then to the assessment payment first due.

9.3. Lien for Assessments. Assessments shall be due and payable on the first day of each calendar quarter of the year for which assessments are made, or thirty (30) days after the mailing to the unit owners of a statement for the assessment coming due, whichever date shall last occur. The Association shall record a Claim of Lien if an assessment shall remain unpaid for sixty (60) days after the same shall become due and payable as set forth above. No foreclosure judgment shall be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose the lien to collect the unpaid assessment. The lien for unpaid assessments shall secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien.

9.4. Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and i

## 11. INSURANCE

The insurance, other than title insurance, that will be carried upon the condominium property and the property of the apartment owners will be governed by the following provisions:

11.1. Authority to purchase; named insured. All insurance policies upon the condominium property will be purchased by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgages endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies will provide that payments by the insurer for losses will be made to the Insurance Trustee designated below, and all policies and their endorsements will be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

### 11.2. Coverage.

(a) Casualty. All buildings and improvements upon the land will be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs; and all personal property included in the common elements will be insured for its value, as determined by the Board of Directors of the Association. Such coverage will afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and;

2. Such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use of the building on the land, including but not limited to vandalism and malicious mischief.

3. The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air conditioning unit for space cooling and heating serving the individual apartment, and all integral parts thereof, including, but not limited to, the compressor located adjacent to the condominium building; service equipment such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to

(a) subrogation against the Association and against the unit owners individually and as a group;

(b) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

(b) Public Liability in such amounts and with such coverage as will be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

11.5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee will be paid first, or provision made for such payment.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds will be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

11.6. Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

## 12. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

12.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired will be determined in the following manner:

(a) Common Elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium will be terminated.

(b) Apartments.

1. Lesser damage. If the damaged improvements is an apartment or apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium will be terminated.

2. Major damage. If the damaged improvement is an apartment or apartments and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association not to be tenantable, then the

amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the construction fund will be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

2. Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund will be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

3. Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner will be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

4. Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial owners of the fund in the manner elsewhere stated. Except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund will not be made payable to any mortgagee.

5. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee will not be required to determine whether or not sums paid will be deposited with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee will also name the mortgagee as a payee of any distribution of insurance proceeds to an apartment owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

### 13. USE RESTRICTIONS

The use of the condominium property will be in accordance with the following provisions.

13.1. Apartments. Each of the apartments will be occupied as a single family private dwelling and for no other purpose. No apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.



14. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer will be subject to the following provisions, which provisions each apartment owner covenants to observe.

14.1. Transfer subject to approval.

(a) Sale. No apartment owner may dispose of an apartment or of any interest in an apartment by sale, without approval of the Association, except to another apartment owner.

(b) Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association, except to another apartment owner.

(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment will be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment will be subject to the approval of the Association.

(e) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment will be obtained in the manner set forth in Paragraph 14.2.

14.2. Approval by Association. The approval of the Association that is required for the transfer of ownership of apartments will be obtained in the following manner:

(a) Notice to Association.

1. Sale. An apartment owner intending to make a bona fide sale of his apartment or of any interest in it will give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell.

2. Lease. An apartment owner intending to make a bona fide lease of his apartment or of any interest in it will give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

3. Gift, devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, will give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

4. Failure to give notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment the Association at its election and without notice may approve or disapprove the transac-

(b) Lease. If the proposed transaction is a lease, an apartment owner will be advised of the disapproval in writing, and the lease will not be made.

(c) Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

1. The sale price will be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration will be paid by the Purchaser.

2. The purchase price will be paid in cash.

3. The sale will be closed within ten (10) days following the determination of the sale price.

4. A certificate approving the purchaser will be executed by the President and Secretary of the Association.

5. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the transfer or ownership previously disapproved will be deemed to have been approved, and the Association will furnish a certificate of approval as elsewhere provided.

14.4. Mortgage. No apartment owner may mortgage his apartment or any interest in it without the approval of the Association unless it is by an institutional mortgage or a mortgage to the Developer to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

14.5. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" will not apply to a transfer to or a purchase by the holder of an institutional mortgage, that acquires its title as the result of owning such mortgage or lien upon the apartment concerned; and this will be so whether the title is acquired by deed from the apartment owner, his successors or assigns, or through foreclosure proceedings; nor will such provisions apply to a transfer, sale or lease by the holder of an institutional mortgage, that so acquired its title; nor will such provisions apply to a transfer, sale or lease by the developer. Neither will such provisions require the approval of a purchaser who acquired the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

14.6. Unauthorized Transaction. Any sale, mortgage, or lease not authorized pursuant to the terms of this Declaration will be void unless subsequently approved by the Board of Directors of the Association.

mortgagee shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or repair after casualty", or "Amendments", or in Paragraph 14.5. of the section entitled "Maintenance of Community Interests", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

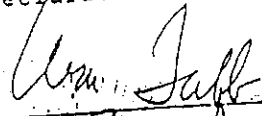
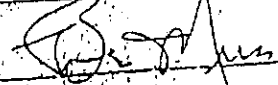
17. TERMINATION.

This condominium may be voluntarily terminated in the manner provided in the Condominium Act, at any time, except as provided otherwise in this Declaration.

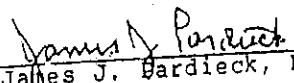
18. SEVERABILITY.

The invalidity in whole or in part of any covenant or restrictions, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations of the Association will not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Owner has executed this Declaration the day and year first above written.

  
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OCEAN DUNES OF HUTCHINSON  
ISLAND DEVELOPMENT CORPORATION

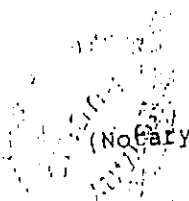
By:   
James J. Pardieck, President

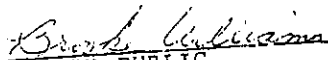
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF MARTIN

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James J. Pardieck well known to me to be the President of the corporation named as OCEAN DUNES OF HUTCHINSON ISLAND DEVELOPMENT CORPORATION, in the foregoing Declaration of Condominium, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17<sup>th</sup> day of December, 1982.

  
(Notary Seal)

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION BEGINS ON 07/27/1983  
EXPIRES 07/27/1988

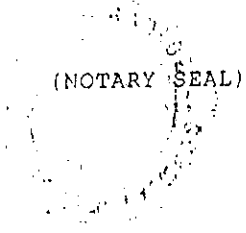
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*New York*  
STATE OF FLORIDA  
COUNTY OF *New York*

BEFORE ME, the undersigned authority, personally appeared *Austin Marney* and *Gary Kaffron*, respectively of NATIONAL BANK OF NORTH AMERICA, to me known to be the persons who signed the forgoing instrument and severally acknowledged the execution thereof to be the act and deed of said NATIONAL BANK OF NORTH AMERICA, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said NATIONAL BANK OF NORTH AMERICA.

WITNESS my hand and official seal in the County and State last aforesaid this *14<sup>th</sup>* day of December, 1982.

*Janice K. Schmidt*  
NOTARY PUBLIC  
My Commission Expires: *March 30, 1983*



JANICE K. SCHMIDT  
Notary Public, State of New York  
No. 39-4314730  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1983

EXHIBIT A-3

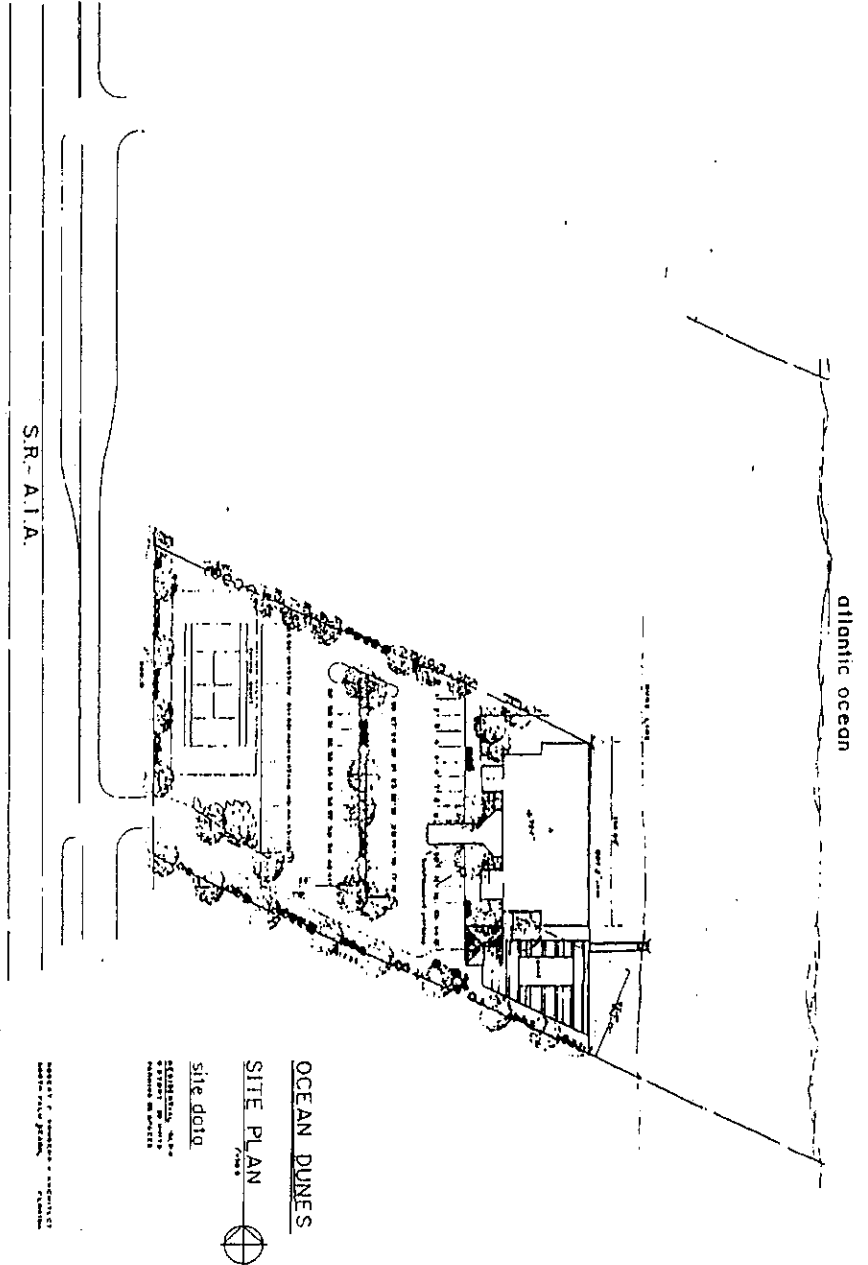
SURVEY

DESCRIPTION:

The South 200.00 feet as measured along the Easterly right of way line of State Road A-1-A, of the following described parcel:

All that part of Government Lot 2, Section 12, Township 37 South, Range 41 East lying Easterly of State Road A-1-A, less the Northerly 430 feet, as measured along State Road A-1-A, and less the Southerly 506 feet, as measured along State Road A-1-A, more particularly described as follows:

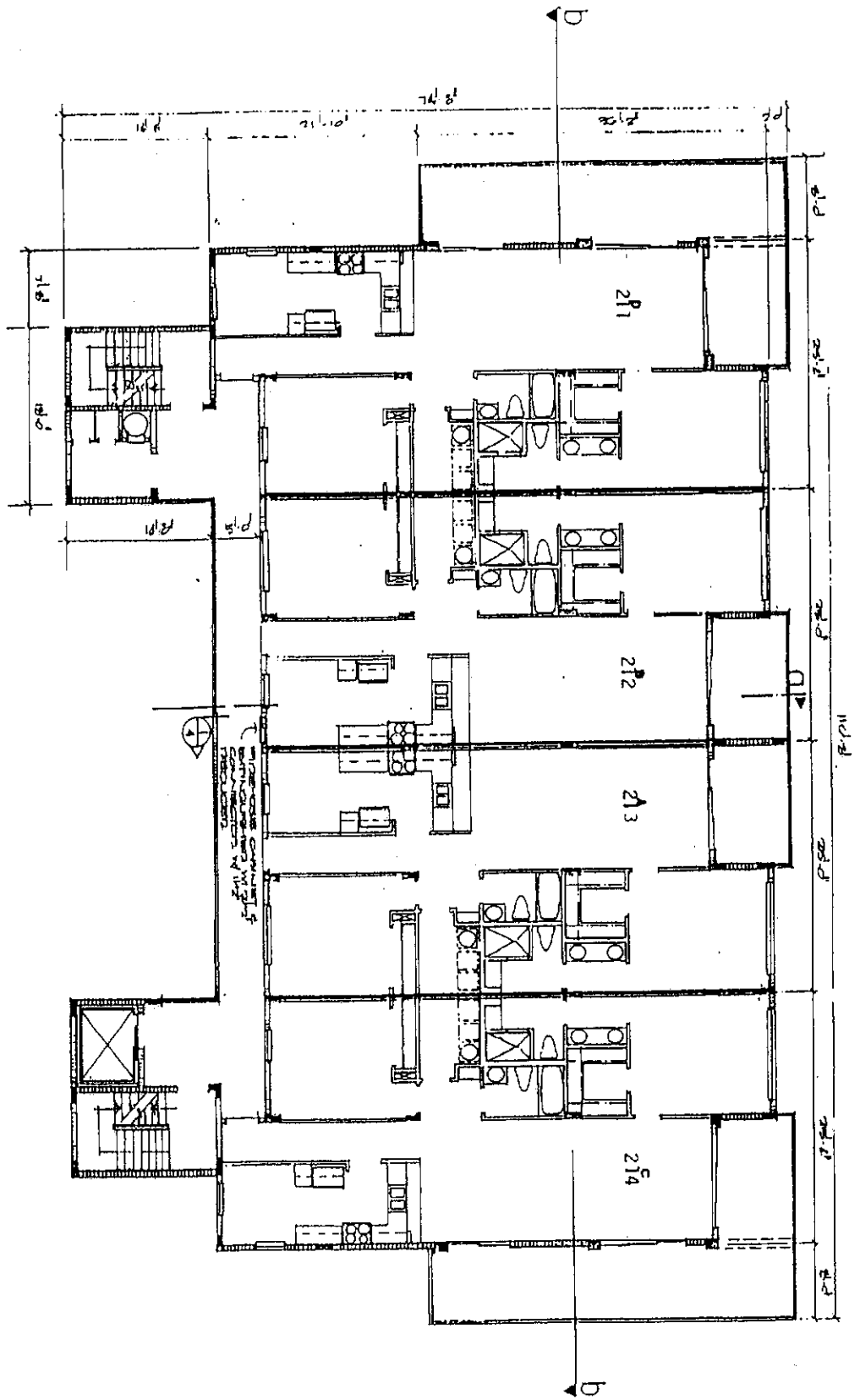
Start at the point where the South line of said Government Lot 2 intersects the centerline of State Road A-1-A, said starting point being 774.41 feet S 89°55'46" E from the Southwest corner of said Section 12; thence run N 23°49'31" W, along said road centerline, a distance of 506.00 feet for the Point of Beginning; thence continue to run N 23°49'31" W, along said road centerline a distance of 506.88 feet; thence run N 89°56'22" E a distance of 483.63 feet, more or less, to the waters of the Atlantic Ocean; thence, meandering said waters, run a distance of 500.00 feet, more or less, to the point of intersection of said waters with a line which bears S 89°55'46" E from the Point of Beginning; thence run N 89°55'46" W, along lastly said line, a distance of 478.79 feet, more or less, to the Point of Beginning, less right of way of State Road A-1-A.



OCEAN DUNES CONDOMINIUM

Site Plan

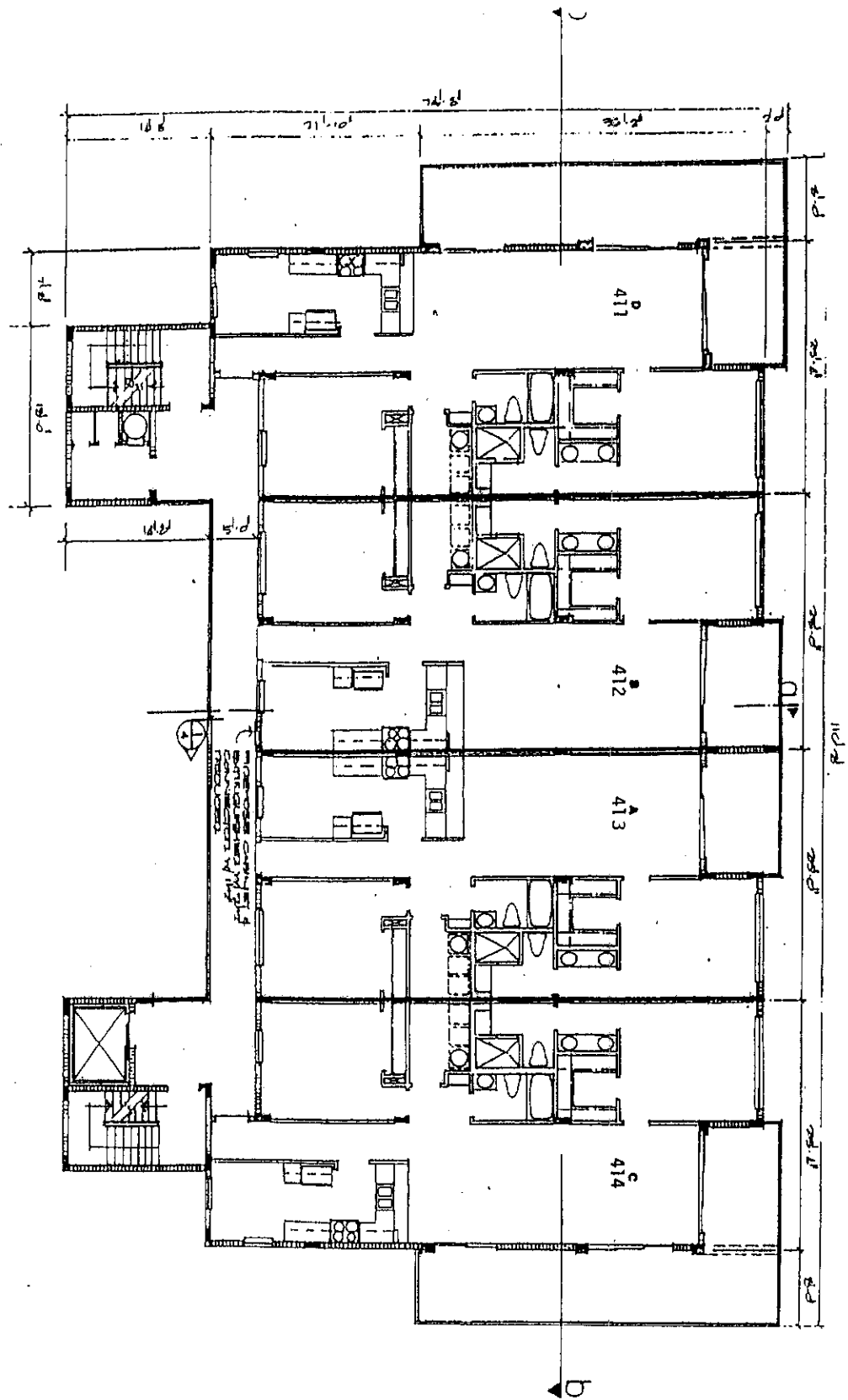
EXHIBIT A-1



OCEAN DUNES CONDOMINIUM

Second Floor Plan

EXHIBIT A - 5

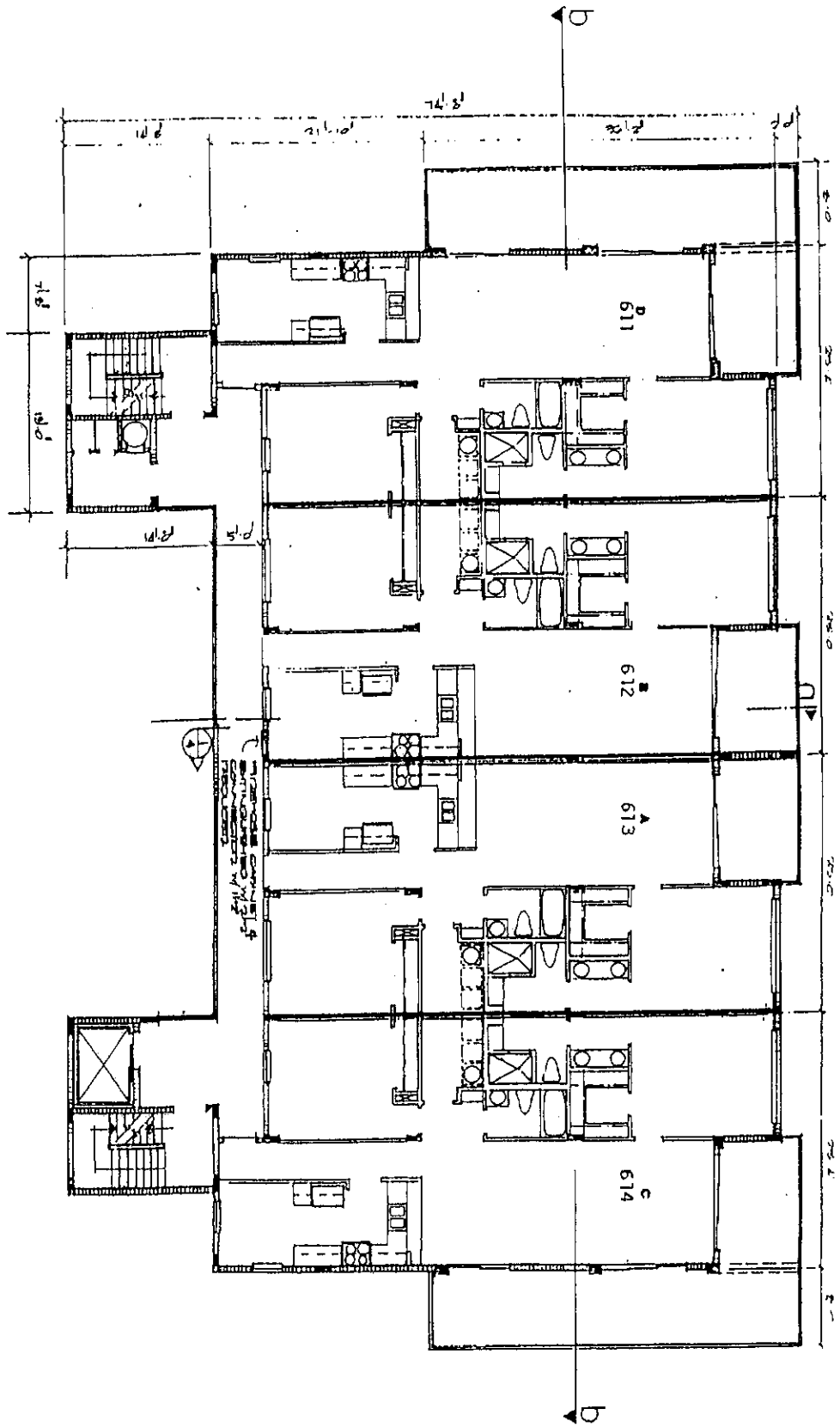


OCEAN DUNES CONDOMINIUM

Fourth Floor Plan

EXHIBIT A-7





OCEAN DUNES CONDOMINIUM

Sixth Floor Plan

EXHIBIT A-9



ARTICLES OF INCORPORATION

OF

OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under the Statutes of the State of Florida and certify as follows:

ARTICLE I  
NAME

The name of the corporation shall be OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE 2  
PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 1977, for the operation of OCEAN DUNES CONDOMINIUM located upon lands lying and being on Hutchinson Island, in St. Lucie County, Florida, and more particularly described by Section 3 of that certain Declaration of Condominium for OCEAN DUNES CONDOMINIUM.

2.2 The Association will make no distributions of income to its members, directors or officers.

ARTICLE 3  
POWERS

The powers of the Association will include and be governed by the following provisions.

3.1 The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2 The Association will have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declarations of Condominium for the Condominiums operated by the Association; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to their separate Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members to defray the costs, expenses and losses of the separate condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium properties.

e. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its

4.4 The owner of each condominium unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

## ARTICLE 5

### DIRECTORS

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws of the Association, but not less than three directors; and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

5.2 All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3 Directors of the Association will be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

5.4 The first election of the Directors shall be held at the time stipulated in and in full accordance with Florida Statutes Section 718.301, or when the Developer elects to terminate its control of the Association, or on December 31, 1981, whichever first occurs. The Directors named in these Articles will serve until the first election of directors and any vacancies in their number occurring before the first election will be filled by the remaining directors.

5.5 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

James J. Pardieck	4855 S.W. Loch Lane Palm City, Florida 33490
Patricia A. Pardieck	4855 S.W. Loch Lane Palm City, Florida 33490
Brian H. Nuss	313 S.W. Fairway Avenue Port St. Lucie, Florida

## ARTICLE 6

### OFFICERS

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

President	James J. Pardieck 4855 S.W. Loch Lane Palm City, Florida 33490
Vice President	Brian H. Nuss
Secretary-Treasurer	313 S.W. Fairway Avenue Port St. Lucie, Florida

ARTICLE 11

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

James J. Pardieck	4855 Loch Lane Palm City, Florida 33490
Patricia A. Pardieck	4855 Loch Lane Palm City, Florida 33490
Brian H. Nuss	313 S.W. Fairway Avenue Port St. Lucie, Florida

ARTICLE 12

REGISTERED AGENT

The Association's initial registered office and initial registered agent at that address shall be:

James J. Pardieck	4855 Loch Lane Palm City, Florida 33490
-------------------	--

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 17<sup>th</sup> day of DECEMBER, 1982.

James J. Pardieck  
James J. Pardieck

Patricia A. Pardieck  
Patricia A. Pardieck

Brian H. Nuss  
Brian H. Nuss

STATE OF FLORIDA  
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, James J. Pardieck, Patricia A. Pardieck and Brian H. Nuss, and they acknowledged to and before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal at Stuart, Martin County, Florida, this 17<sup>th</sup> day of December, 1982.

Brian H. Nuss  
NOTARY PUBLIC  
My Commission Expires:

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA  
ALL COMMISSIONS EXPIRE ON 12/31/83  
EXPIRES 12/31/83

B. 390, P. 2607

BYLAWS OF  
OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY.

These are the Bylaws of OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on \_\_\_\_\_, 1982. The Association has been organized for the purpose of operating OCEAN DUNES CONDOMINIUM which shall be located upon the lands described in such Articles of Incorporation.

1.1 The office of the Association will be at 10980 South State Road 11A, Hutchinson Island, Jensen Beach, Florida 33457.

1.2 The fiscal year of the Association will be the calendar year.

1.3 The seal of the corporation will bear the name of the corporation, the word "Florida", and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:



2. MEMBERS' MEETINGS.

2.1 The annual members' meeting will be held at 7:30 P.M., Eastern Standard Time, on the third Wednesday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting will be held at the same hour on the next day that is not a holiday.

2.2 Special members' meetings will be held whenever called by the President or by a majority of the Board of Directors; and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called will be given by the President or Secretary unless waived in writing. Such notice will be in writing to each member at his address as it appears on the books of the Association and will be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing will be given by the affidavit of the person giving the notice. Notice of a meeting may be waived before or after the meetings.

2.4 A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

(b) A nominating committee of five (5) members will be appointed by the Board of Directors not less than fifteen (15) days prior to the annual members' meeting. The committee will nominate one person for each director then serving. Nominations for additional directorships created at the meeting will be made from the floor, and other nominations may be made from the floor.

(c) The election will be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members will be filled by the remaining directors.

(e) Any director may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. The vacancy so created shall be filled by a majority vote of all unit owners.

(f) Provided, however, that until the first election of directors pursuant to Florida Statutes Section 718.301 or until the Developer elects to terminate its control of the Association, or until December 31, 1981, whichever first occurs, the first directors of the Association will serve; and in the event of vacancies the remaining directors will fill such vacancies and if there are no remaining directors, the vacancies will be filled by the Developer.

3.3 The term of each director's service will extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their elections at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meeting will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declarations of Condominium for such condominiums, said Article of incorporation or these Bylaws.

and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of the Secretary of the Association and as may be required by the directors or the President.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

## 6. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation will be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(a) Current expense, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year will be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2 Budget. The Board of Directors will adopt a budget for each calendar year that will include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense, the amount for which will not exceed 115% of the budget for this account for the prior year.

(b) Deferred maintenance, the amount for which will not exceed 115% of the budget for this account for the prior year.



Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

6.5 Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the apartment owner concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.6 Depository. The depository of the Association will be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association will be deposited. Withdrawal of monies from such accounts will be only by checks signed by such persons as are authorized by the directors.

6.7 Audit. An audit of the accounts of the Association will be made annually and a copy of the audit report will be furnished to each member not later than April 1 of the year following the year for which the audit is made.

## 7. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

## 8. AMENDMENTS.

Except as elsewhere provided otherwise these Bylaws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

(a) Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association; or

(c) Until the first election of Directors, only by all of the directors; provided the amendment does not increase the number of apartments or alter the boundaries of the common elements.

8.3 Proviso. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; and no amendment will impair the validity or priority of any mortgage covering any apartment.

9 BONDING. Fidelity bonds shall be required by the Board of Directors from all Officers or Directors of the Association who control or disburse Association funds. The amount of such bonds

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA

COUNTY OF MARTIN

BEFORE ME, THE UNDERSIGNED AUTHORITY duly authorized to administer oaths and take acknowledgments, personally appeared James A. Kirby III, who after first being duly cautioned and sworn, deposes and says:

1. That he is a duly registered Surveyor, Florida Certificate No. 2291, under the laws of the State of Florida.

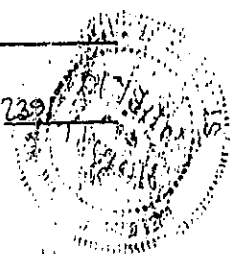
2. Affiant hereby certifies that the Declaration of Condominium of OCEAN DUNES CONDOMINIUM, to which this certificate is attached and the Exhibits to said Declaration constitute a correct representation of the improvements located upon the real property described therein, and that the construction of the improvements is substantially complete with respect to said condominium, so that the above referenced material, together with the provisions of the above Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each of the units of the condominium can be determined from these materials.

3. Affiant further certifies that all planned improvements, including, but not limited to, landscaping, utility services and access to the above described units, and common element facilities serving the building in which the abovesaid units are located, have been substantially completed.

FURTHER AFFIANT SAYETH NOT.

James A. Kirby III

Registered Surveyor  
Florida Certificate No. 2291



STATE OF FLORIDA  
COUNTY OF MARTIN

Sworn to and subscribed before me this 28th day of December, 1982.

(Notary Seal)

**590888**

Helene S. Gardin  
NOTARY PUBLIC  
My Commission Expires:

1982 DEC 30 PM 2:55

Notary Public, Florida, State at Large  
My Commission Expires July 20, 1986  
Bonded through Lawyers Surety Corp.

FILED AND RECORDED  
ST. LUCIE COUNTY CLERK  
REGISTERED  
CLERK CIRCUIT COURT

gjh

B. 390, B. 247

pursuant to the provisions of said Declaration of Condominium and Florida law, as follows:

1. Unit No. 112 as shown on Exhibit A-4 of the abovesaid Declaration of Condominium, which Exhibit A-4 is recorded in Official Record Book 390 at Page 2594, St. Lucie County, Florida, public records, is hereby deleted and in substitution therefore the Activity Floor Plan designated as such on Exhibit A-11 of the abovesaid Declaration of Condominium, which Exhibit A-11 is recorded in Official Record Book 390, Page 2601, St. Lucie County, Florida, public records, is hereby designated as the true and correct floor plan for the activity room which was erroneously designated as Unit No. 112.

2. The Penthouse floor plan found on Exhibit A-11 of the abovesaid Declaration of Condominium, which Exhibit A-11 is recorded in Official Record Book 390, Page 2601, St. Lucie County, Florida, public records, which shows the "E" floor plan and indicates that the "F" floor plan is the reverse, is hereby amended to provide that the "E" floor plan is Unit No. 814 and the "F" floor plan is Unit No. 811. Said Exhibit A-11 depicts only one half of the condominium building at the Penthouse level, however, as the floor plans are the same, only reversed, the only change or correction required is the designation of the respective unit numbers.

This Correction and Amendment is being made by all of the Directors of the Association pursuant to authority granted to them under Paragraph 16.2(c) of the abovesaid Declaration of Condominium and the Developer has joined in this instrument in order to correct the errors indicated above.

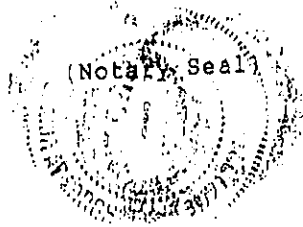
IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first set forth hereinabove.

B-430, P. 1675

STATE OF FLORIDA  
COUNTY OF MARTIN

Before me, the undersigned authority, personally appeared JAMES J. PARDIECK, well known to me to be President of OCEAN DUNES OF HUTCHINSON ISLAND DEVELOPMENT CORPORATION, INC., and he acknowledged before me that he executed the abovesaid document under authority duly vested in him by the said corporation and that the corporate seal affixed is the true corporate seal of the corporation.

Sworn and subscribed before me this 30<sup>th</sup> day of April, 1984.



Brooke Williams  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXPIRES 12/31/84  
1111 HERRING LANE, SUITE 101  
DADE CITY, FLORIDA 33521

**PROPOSED AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION OF  
OF  
OCEAN DUNES OF  
HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC.**

The following is a proposed amendment to Article 5.1 of the Articles of Incorporation of Ocean Dunes of Hutchinson Island Condominium Association, Inc. Underlining indicates new language and striking through indicates deletions to existing language.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association ~~will~~ must be managed by a board consisting of the number of directors determined by the Bylaws of the Association, but not less than three directors; and in the absence of such determination shall consist of three directors. Directors ~~need not~~ must be members of the Association.

- D. Parking lot spaces are not to be used for car storage. Cars left unattended in excess of 30 days will be removed at owner's expense.
- E. Parking is provided for automobiles only. No trailers, motor homes, commercial trucks or boats may be parked in parking area

VI. ELEVATOR:

- A. Smoking is not permitted in the elevator. Elevator service shall not be delayed by using the HOLD button.
- B. In the event of power failure, elevator will return to the ground floor. Use elevator as little as possible during electrical storms. If at any time the elevator is not working and the alarm bell is ringing, call telephone numbers posted in the elevator. Don't rely on someone else to do it.

VII. BALCONIES, WINDOWS AND DOORS:

- A. No awnings, window guards, ventilation or air conditioning devices shall be placed on or about the common areas of the building, and no fixtures shall be placed on building walls.
- B. Folding storm shutters which meet the minimum standards of the South Florida Building Code for hurricane protection and which also meet the uniform design and color standard as established by the Board of Directors may be installed by the owner at his expense. Deviations from these standards are not permitted. Approval shall be requested in writing from the Board of Directors.
- C. Nothing shall be swept, poured, tossed or shaken off balconies or walkways, nor shall any dirt or refuse be swept or thrown from any portion of the condominium premises.
- D. No laundry, bathings suits, towels, carpets, or any other items shall be hung or displayed on railings, clotheslines or similar devices.
- E. No sign, notice, advertisement (e.g. For Sale or For Rent) or donation request shall be inscribed or exposed on any vehicle, at any window, door or other part of the building, nor shall any object be projected out of any window or door.
- F. Proper draperies, curtains, shades or blinds shall be hung at all windows and sliding glass doors. Newspapers, aluminum foil and sheets shall not be permitted.

VIII. BUILDING, STRUCTURE AND MAINTENANCE:

- A. No structural changes or alterations within the condominium unit or any part of the building shall be permitted without prior approval of the Board of Directors and/or pertinent city, county or state approval.
- B. The maintenance and repair of all structural parts and all facilities, equipment and appliances within each condominium unit, including doors, windows, walls, air conditioning and heating units, water heaters, drains, plumbing and fixtures, etc., are the personal responsibility of the owner and at his own personal expense. Air conditioning units and water heaters should be serviced at regular intervals to insure proper operation and to prevent damage to other condominium units and hallways.
- C. The condominium is provided with a cable television antenna system. No condominium unit owner shall install or permit to be installed any antenna system outside his unit.

4

ten percent (10%) per annum. Maintenance charges shall be billed quarterly on January 1st, April 1st, July 1st and October 1st, payable in advance

XIII. RESALES:

- A. The Condominium Act requires complete disclosure on resales of condominium units. In processing a request for approval for resale, an owner shall certify that he has provided the prospective purchaser with the following documentation:
  1. A copy of the Declaration of Condominium;
  2. A copy of the Articles of Incorporation of Ocean Dunes of Hutchinson Island Condominium Association, Inc.;
  3. A copy of the approved operating budget for the current year, including the monthly charges for maintenance for the condominium unit to be sold to the prospective buyer;
  4. A copy of the By-Laws of Ocean Dunes of Hutchinson Island Condominium Association, Inc.;
  5. A copy of the Grounds and Building Rules of Ocean Dunes of Hutchinson Island Condominium Association, Inc.
- B. All of the above information shall be furnished to the prospective buyer prior to the execution of closing of the sale. Before approval of a resale of a condominium unit by the Board of Directors, assuming the purchaser meets the requirements for approval, the Board will require certification that the prospective purchaser has read the complete Documentation package and is satisfied to purchase the Condominium unit, subject to all of the provisions of the Documentation package.
- C. The owner submitting an application for resale of a unit shall accompany said application with an application of membership questionnaire duly filled out and signed. No resale of a condominium unit shall be made to any party other than an individual and/or his or her spouse. No resales to corporations, companies, partnerships or other commercial or business organizations or combinations of individual buyers shall be made. There shall be a processing charge of \$50.00 payable by the seller to the Condominium Association for each application for resale by the selling owner. The payment for processing of resale shall accompany each application. A copy of each executed conveyance shall be delivered to the Board of Directors within ten (10) days after the date of closing. Resales to unit owners need not have approval of the Board of Directors.

XIV. LEASES:

- A. Owners shall not lease their condominium unit for less than ninety (90) days. Lessee is not permitted to sub-lease.
- B. No condominium unit or part thereof shall be permitted by the owner or his lessee to be used as a hotel, transient apartment or motel. The condominium unit, and all parts thereof, shall be used as the personal residence of the owner and his/her immediate family or of his/her lessee and his/her immediate family, and for no other purpose whatsoever.
- C. A leased condominium unit shall not be occupied overnight by more than six (6) people.
- D. The lease of any condominium unit shall be approved by the Board of Directors. A unit owner processing a request for Approval to Lease shall certify that the Lessee has been provided a copy of the Grounds and Building Rules, that the Lessee has read same, and has agreed to comply. There shall be a processing charge of \$20.00 payable to the Condominium Association by the unit owner for the lease of a condominium unit. Payment shall accompany the lease application. The owner submitting an application for lease of a unit shall accompany said application with the Association's questionnaire duly filled out and signed. No unit may be leased to a corporation, company, partnership or any other business or commercial organization.

**OCEAN DUNES OF HUTCHINSON ISLAND  
CONDOMINIUM ASSOCIATION, INC.**

10980 S. Ocean Drive Jensen Beach, FL 34957  
772-229-2244

December 17, 2004

To: Unit Owners

Enclosed are copies of Amendments to the Declaration. Amendments were made to the Declaration at Members Meetings of December 15, 1999, February 21, 2001 and September 17, 2004.

All three are enclosed since we are uncertain of past distributions and all amendments should be attached to your copy of the Declaration.

Sincerely,



Dave Blankenship  
Association Secretary



JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 1896843 OR BOOK 1376 PAGE 1597  
Recorded: 03/29/01 08:45

**CERTIFICATE OF AMENDMENTS  
TO THE  
DECLARATION OF CONDOMINIUM  
OF OCEAN DUNES CONDOMINIUM  
HUTCHINSON ISLAND  
ST. LUCIE COUNTY, FLORIDA**

The Declaration of Condominium of Ocean Dunes Condominium, Hutchinson Island, St. Lucie County, Florida has been recorded in the public records of St. Lucie County, Florida at Official Records Book 390, Page 2567, et. seq. and amended at Official Records Book 430, Page 1674 et. seq. The same Declaration of Condominium is amended as approved by the membership by vote sufficient for approval at the Annual Members' Meeting held on February 21, 2001.

1. Articles 2, 4, 9 and 14 are hereby amended as follows:

2. NAME AND ADDRESS

The name by which this condominium is to be identified is OCEAN DUNES CONDOMINIUM, and its mailing address is 10980 South State Road A1A, Jensen Beach, Florida 34957, hereinafter called "The Condominium".

4. DEFINITIONS

The terms used in this Declaration and on its Exhibits, and in all amendments thereto, shall have the meanings stated in the Florida Statute §718, as amended from time to time, and as follows unless the context otherwise requires:

Record and Return to:

(6)

Cornett, Googe, Ross & Earle, P.A.  
P.O. Box 66  
Stuart, Florida 34995

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 1782508 OR BOOK 1278 PAGE 903  
Recorded: 02/09/00 08:25

CERTIFICATE OF AMENDMENT  
TO THE BYLAWS OF  
OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC.

The Bylaws of OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC., have been recorded in the Public Records of St. Lucie County, Florida at Official Records Book 390, Pages 2609, et. seq. and Official Records Book 1232, Pages 2504, et. seq. The same Bylaws of OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC. are hereby amended as approved by the membership of OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC. at a meeting held December 15, 1999.

6. FISCAL MANAGEMENT

6.7 Financial Report. A compilation of the accounts of the Association will be made annually by an accountant and a copy of this financial report will be furnished to each member not later than September 1 of the year following the year for which the financial report is made. Provided, however, the unit owners by a majority vote may, on an annual basis, waive the requirements of this section, or may require a review or audit.

The foregoing amendment to the Bylaws of OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC. was adopted by the membership by a vote sufficient for approval at a meeting held on December 15, 1999.

The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

Record and Return to: CE  
Cornett, Googe, Ross & Earle, P.A.  
PO Box 66  
Stuart, FL 34995