

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 1A1A, Jensen Beach, Florida 33457, hereinafter called "The Condominium". *South Ocean Dr., (used both ways)*

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.

4.5 Association Properties or Property owned by the Association means real property which has been or will be deeded to the Association and the improvements thereon. This real property is not submitted to condominium ownership and, therefore, is not a portion of the common elements of any condominium. The expenses for the operation and maintenance of this Association Property shall be equitably apportioned by the Association to those unit owners who are entitled to use the property.

4.6 By-Laws means the By-Laws of the Association existing from time to time.

4.7 Common Elements means the portions of the condominium property not included in the apartments.

4.8 Common Expenses include:

(a) Expenses of administration;

(b) Expenses of insurance, maintenance, operation, repair, replacement, or betterment of the common elements and of the portions of the apartments to be maintained by the Association;

(c) Expenses of insurance, maintenance, operation, repair, replacements or betterment of the Recreational Facilities owned, operated, leased, or maintained by the Association;

(d) Expenses of insurance, maintenance, operation, repair, replacement or betterment of the sewage treatment facilities owned, operated, leased or maintained by the Association.

(e) Expenses declared common expenses by provisions of this Declaration or by the By-Laws of the Association;

(f) Any valid charge against the condominium property as a whole.

4.9 Common Surplus means the excess of all receipts of the Association over the common expenses.

4.10 Condominium means that form of ownership of property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

4.11 Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

4.12 Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, mortgage bank, mortgage banker, union pension fund, or other such institutions or agencies, private or public, in the business of providing mortgage financing, an agency of the United States Government, or any lender, institutional or otherwise, which has loaned funds for the construction of the condominium or for the purchase of any unit.

4.13 Singular, Plural, Gender. Whenever the context so permits, the use of plural will include the singular, the use of the singular will include the plural, and the use of any gender will be deemed to include all genders.

5. DEVELOPMENT PLAN

The Condominium is described and established as follows:

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

shall be amended to include the Certificate of a Surveyor authorized to practice in this State certifying that the construction is substantially complete, and that the provisions of this Declaration describing the condominium property, together with the exhibits attached hereto, 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 unit can be determined from these materials.

5.5 Easements.

(a) Easements are reserved through the condominium property, as shown in the Exhibits, in order to adequately serve the condominium, which shall be established and constructed substantially as shown in Exhibit "A-2" hereto attached; however, such easements as may exist or may be required through an apartment will be only according to the plans and specifications for the apartment building, or as the building is constructed. As to all easements there is reserved to the Association, its agents, successors or assigns, and to the apartment owners, their agents, heirs or assigns, the right of ingress, egress and access to such an extent as may be necessary or required for the full use, enjoyment, maintenance or repair of said easement or any improvements using or located thereon.

5.6 Improvements - General Description.

(a) Apartment Building. The condominium includes one apartment building. It consists of eight (8) floors and contains apartments and common elements.

(b) Other Improvements. The condominium includes grounds, landscaping, automobile parking areas, and other facilities located substantially as shown upon the plans and which are part of the common elements.

5.7 Apartment Boundaries. Each apartment will include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the apartments will be the following boundaries, extended to an intersection with the perimetrical boundaries:

1. Upper Boundary (first through seventh floor apartments) - The horizontal plane of the lower surfaces of the ceiling slab;

2. Upper Boundary (eighth floor apartments) - the outer surface of the roof;

3. Lower Boundary (all apartments) - the horizontal plane of the lower surfaces of the floor slab.

(b) Perimetrical Boundaries. The perimetrical boundaries of the apartments will be the following boundaries, extended to an intersection with the upper and lower boundaries:

1. Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon; and when there is attached to the building a balcony, porch, stairway or other portion of the building serving only the apartment being bounded, such boundaries will be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

2. Interior building walls - the vertical planes of the center lines of walls bounding an apartment extended to intersection with other perimetrical boundaries, with the following exceptions:

(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.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvements, will be as follows:

8.1 Apartments.

(a) By the Association. The Association will maintain, repair and replace:

1. All portion of apartments contributing to the support of the apartment building, the surfaces of outside walls of the apartment building, the surfaces of interior building walls facing common elements, the outside surfaces of said doors, the outside windows of apartments, and all materials enclosing the floor areas of apartments other than walls, doors and windows. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owners.

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, except electrical switches, electrical outlets, light bulbs, appliances, bathroom fixtures, kitchen fixtures and similar equipment, contained within or attached to the portions of the apartments to be maintained by the Association. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents, or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services and all fixtures and equipment contained within portions of the apartments to be maintained by the apartment owners, if such repair is necessary to properly furnish utility services to other parts of the condominium. This repair will be done at the expense of the owner of the apartment where the work is done.

4. All incidental damage caused to apartments by such work will be promptly repaired by the Association, at the expense of the party responsible for the expense of such work.

(b) By the Apartment Owners. The responsibility of the apartment owners will be as follows:

1. To maintain, repair, and replace all portions of apartments and the fixtures and equipment contained within apartments, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

2. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or the surfaces of the interior buildings walls facing common elements without prior written approval of the Association.

3. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

4. 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.

(c) Insurance Proceeds. The liability of the Association and apartment owners for maintenance, repair and replacements, as aforesaid will be reduced to the extent by which such

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.

*change to
18%
per annum
+
15 days*

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, ~~on thirty (30) days after the mailing to the unit owners of a statement for the assessment coming due, which ever 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.

change -

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 it

may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose an assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

9.5. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where a mortgagee or a third party acquired title to an apartment as a result of the foreclosure of an institutional first mortgage of record, or where such a mortgagee accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, or executors, legal representative, successors and assigns will not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to such acquisition of title. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectable from all of the apartment owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

However, any person who acquires an interest in an apartment (except through foreclosure on an institutional first mortgage of record, or deed in lieu thereof) as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, will not be entitled to occupancy of the apartment or enjoyment of the common elements, until such time as all unpaid assessments due and owing by the former owners have been paid.

9.6. Assignment of Claim and Lien Rights. The Association, acting through the Board of Directors, will have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any apartment owner or group of apartment owners, or to any third party.

10. ASSOCIATION

The operation of the Condominium will be by DUNES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, membership in which is mandatory by each apartment owner, one vote per unit. The Association will fulfill its functions pursuant to the following provisions.

10.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B".

10.2. The By-Laws of the Association will be the By-Laws of the condominium, a copy of which is attached hereto as Exhibit "C".

10.3. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

10.4. Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

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.

(c) Workmen's Compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(e) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

11.3 Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association, as a common expense, except that the amount of increase in the premiums occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgages.

11.4. Insurance trustee; share of proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and will provide that all proceeds covering property losses will be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements: An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments will be held in the following undivided shares:

1. When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

2. When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be

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

damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

12.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications and for the original building; or if not, then according to plans and specifications approved by the Board of Directors of Association; and if the damaged property is an apartment or apartments, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

✓ 12.3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

12.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

12.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amount to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments will be in proportion to the cost of reconstruction and repair of their respective apartments; and such assessments on account of damage to common elements will be in proportion to the owner's share in the common elements.

12.6. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which will consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, will be disbursed in payment of such costs in the following manner:

(a) Association. If the total of the payments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid will be deposited with the Insurance Trustee. In all other cases, the Association will hold the sums paid and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee on account of such casualty will constitute a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

1. Association - lesser damage. If 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.

No animals or pets of any kind will be kept in any apartment, or on any property of the condominium, except that one (1) household pet shall be permitted per apartment subject to the rules and regulations of the Association.

The apartment owners will not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the apartment building and will not otherwise change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, and no signs, will be allowed on porches or balconies or upon any other part of the condominium property, without the written consent of said Board of Directors.

Automobiles will be parked in the parking areas of the condominium property adjacent to or near the apartment building, but only in accordance with the rules and regulations of the Association. There shall be one and three-quarters (1 3/4) parking spaces per apartment which shall be unassigned, therefore, any space shall be useable by any apartment owner or lessee. No other vehicles and objects, including but not limited to trailers, boats and motor homes may be parked or placed upon any of the condominium property unless permitted by the Association.

13.2. Common Elements. The common elements will be used only for the purpose for which they are intended.

13.3. Nuisances. No nuisance will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

13.4. Lawful Use. No immoral, improper, offensive or unlawful use will be made of the condominium property nor any part of it; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction, will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

13.5. Leasing. After approval by the Board of Directors of the Association elsewhere required, entire apartments may be rented, provided the occupancy is only by the lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accommodated.

13.6. Rules and Regulations. Reasonable rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Association. Copies of such rules and regulations and amendments will be furnished to all apartment owners and residents of the condominium, upon request.

13.7. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the association nor the use of the condominium property will interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common elements as may facilitate such completion and sales, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

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.

no 4 being done currently
(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-

action or ownership. If the Association disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

2. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

3. Gift; 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 of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval will be stated in a certificate executed by the President of the Association.

14.3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter will be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information 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. At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or it will be the fair market value 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 thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

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 it 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.

(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.

15. COMPLIANCE AND DEFAULT.

Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations will entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act or otherwise.

15.1. Increase in Insurance Premiums. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

15.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

15.3. No Waiver of Rights. The failure of the Association or of any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents will not constitute a waiver of the right to do so thereafter.

16. AMENDMENTS.

Except as elsewhere provided otherwise, this Declaration may be only amended in the following manner:

16.1. Notice. 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.

16.2. Adoption. A resolution for the adoption of 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, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals 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) 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 nor alter the boundaries of the common elements.

16.3. Proviso. Provided, however, that no amendment will discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the

amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment, unless said 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.

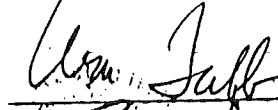
17. TERMINATION.

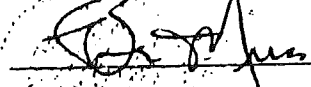
This condominium may be voluntarily terminated in the manner provided in the Condominium Act, at any time, except as provided otherwise in this Declaration.

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 proviso 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.





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 17th day of December, 1982.

(Notary Seal)



NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 27, 1983
BONDO THRU GENERAL INS. UNDERWRITERS

JOINDER OF MORTGAGEE

NATIONAL BANK OF NORTH AMERICA, the owner and holder of a mortgage dated the 2d day of November, 1979, recorded in O.R. Book 319, at Page 2299, as increased and modified by building loan mortgage modification and extension agreement dated November 24, 1982, recorded in O.R. Book 388, Page 2905, of the public records of St. Lucie County, Florida, hereinafter called "Mortgagee", does hereby join in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration, provided, however, that the Mortgagee's joinder in this Declaration shall not be construed to make the Mortgagee the agent or representative of, or a partner or joint venture with, the Declarant, or to render the Mortgagee liable to any purchasers of units or anyone claiming through or under them, and the joinder by the Mortgagee in making this Declaration shall not be construed, in any event, as an endorsement or approval by the Mortgagee of any representations, facts or warranties set forth in such Declaration, or any other documents or instruments relating to the Condominium on which any third party may place reliance.

Signed, sealed and delivered
in the presence of:

NATIONAL BANK OF NORTH AMERICA

Lois M. Myers
D. D. J. J.

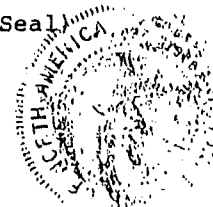
By:

J. C. Moore
VICE PRESIDENT

Attest:

Sam Hoffman
ASSISTANT VICE PRESIDENT

(Corporate Seal)

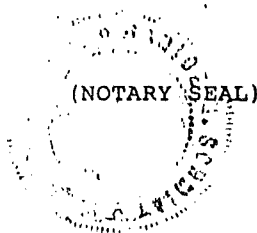


STATE OF ~~FLORIDA~~ *New York*
COUNTY OF *New York*

BEFORE ME, the undersigned authority, personally
appeared *Austin Mooney* and *Gary Koffman*,
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 *14th* day of December, 1982.

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

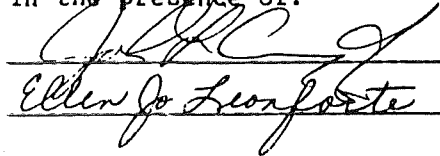


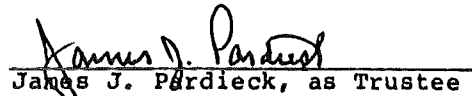
JANICE K. SCHMIDT
Notary Public, State of New York
No. 30-4514730
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1983

JOINDER OF MORTGAGE

JAMES J. PARDIECK, as Trustee, the owner and holder of a mortgage dated the 15th day of November, 19 78, recorded in O.R. Book 298, at Page 1515, of the public records of St. Lucie County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

Signed, sealed and delivered
in the presence of:


Ellen Jo Leonforte

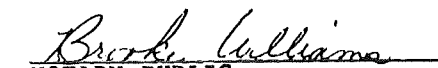

James J. Pardieck, as Trustee

STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME, the undersigned authority, personally appeared JAMES J. PARDIECK, as Trustee, to me known to be the person who signed the foregoing instrument and acknowledged before me that he executed the same individually and as trustee.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of December, 19 82.




NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 27 1983
BONDED THRU GENERAL INS. UNDERWRITERS

OCEAN DUNES CONDOMINIUM

Elevations
EXHIBIT A-2

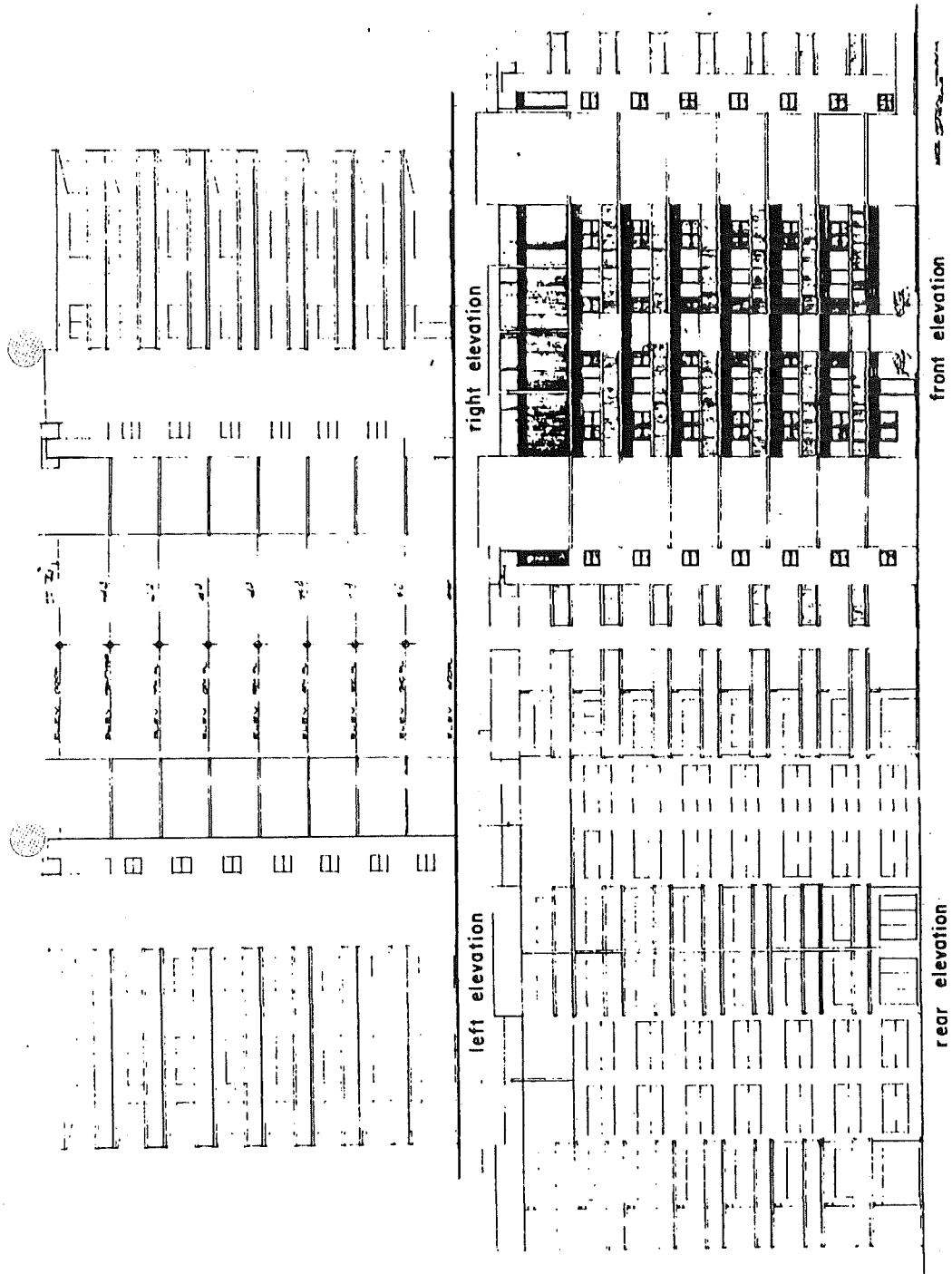


EXHIBIT A-3

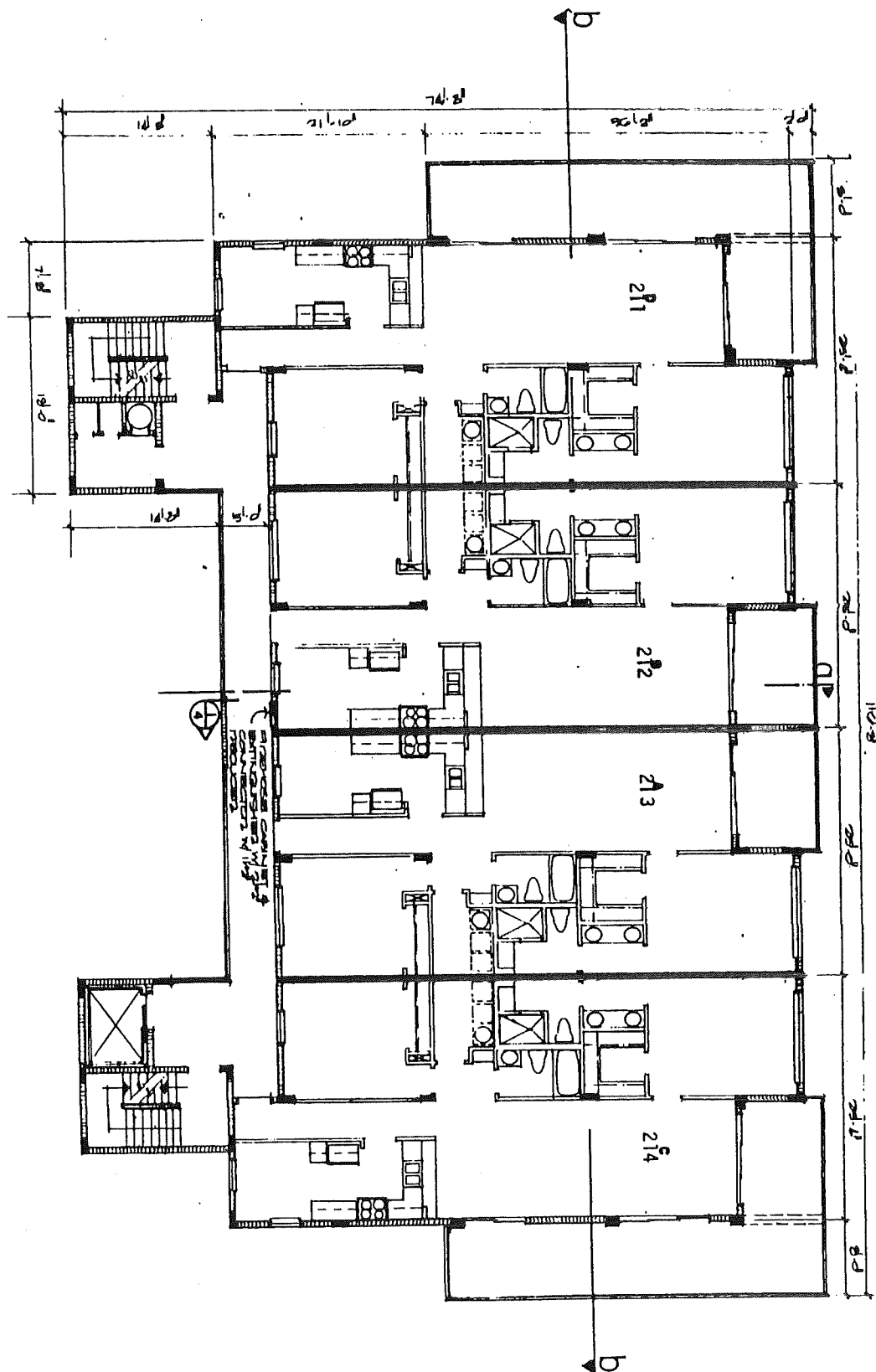
SURVEY

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:

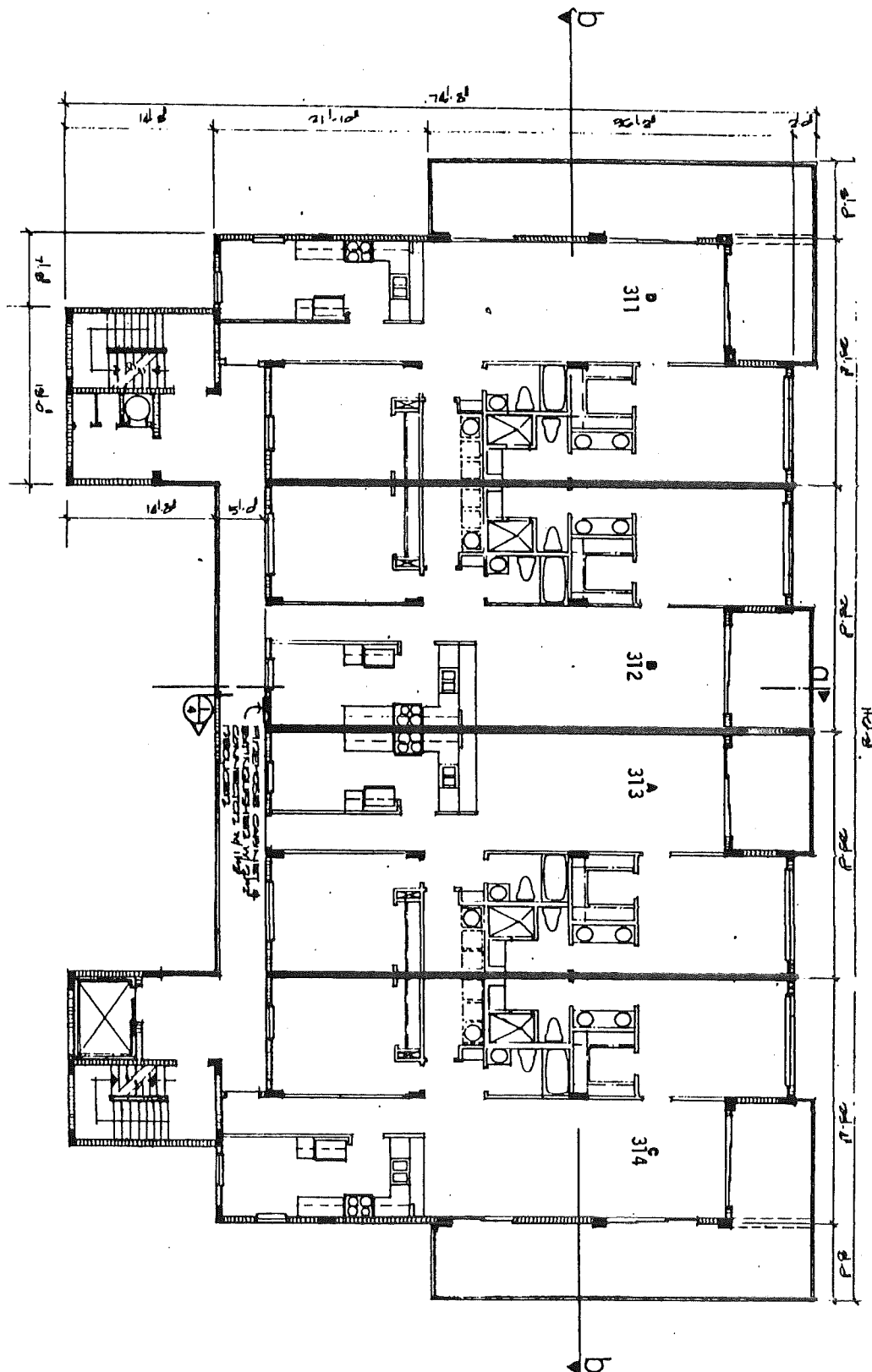
Start at the point where the South line of said Government Lot 2 intersects the centerline of State Road A-1-A, said starting point being 774.41 feet S 89°55'46" E from the Southwest corner of said Section 12; thence run N 23°49'31" W, along said road centerline, a distance of 506.00 feet for the Point 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

Second Floor Plan

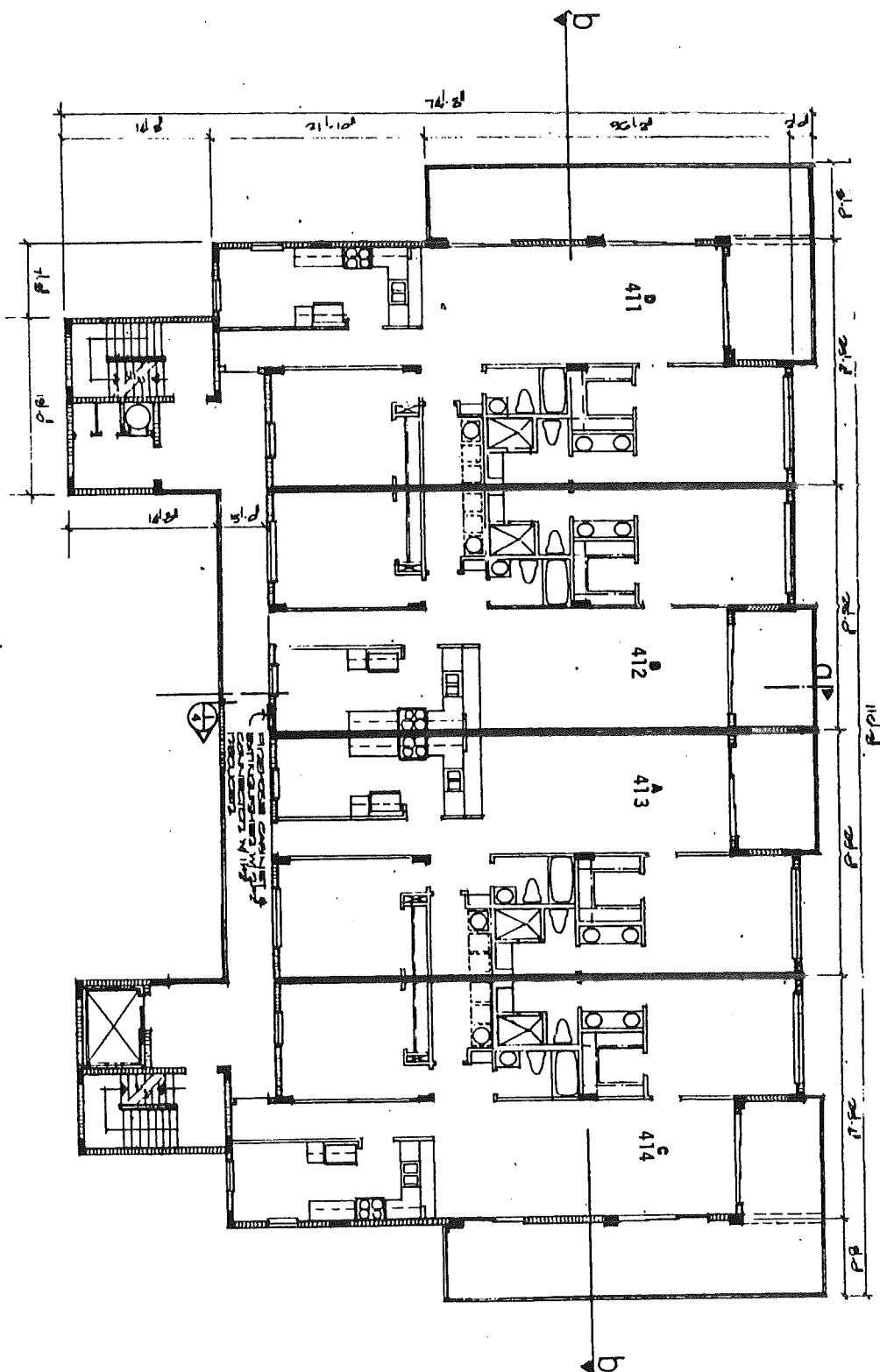
EXHIBIT A - 5



OCEAN DUNES CONDOMINIUM

Third Floor Plan

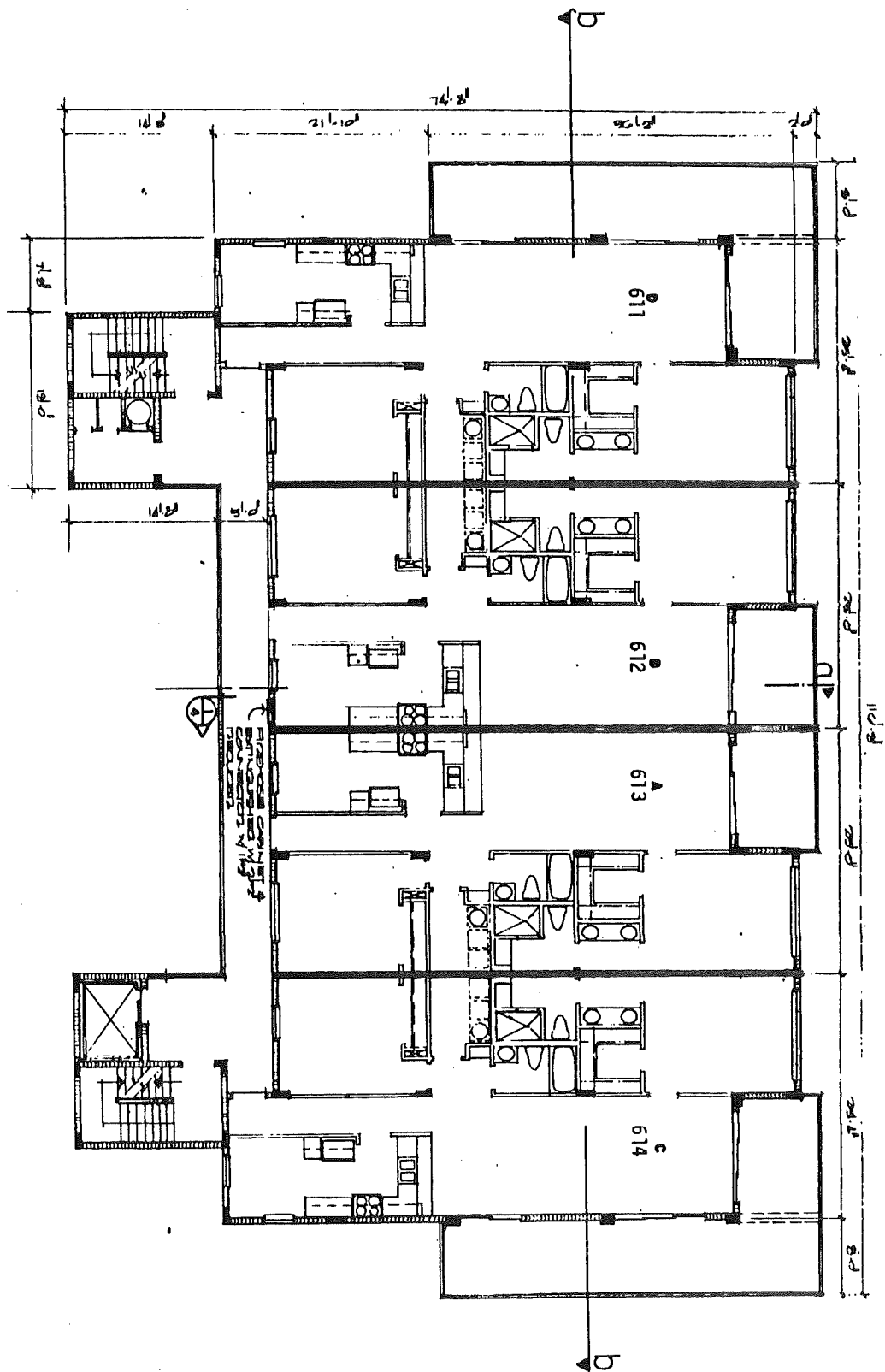
EXHIBIT A-6



OCEAN DUNES CONDOMINIUM

Fourth Floor Plan

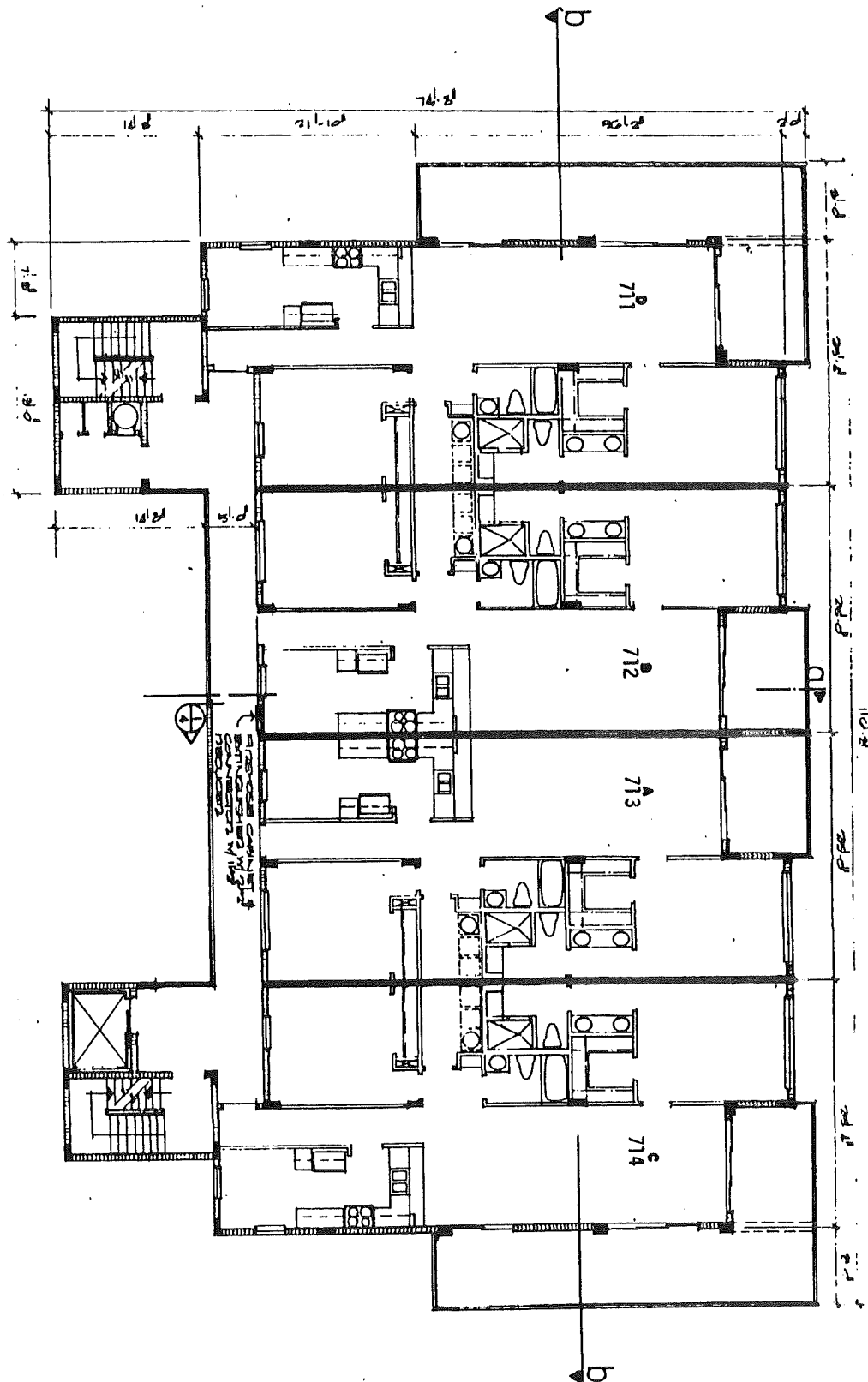
EXHIBIT A-7



OCEAN DUNES CONDOMINIUM

Sixth Floor Plan

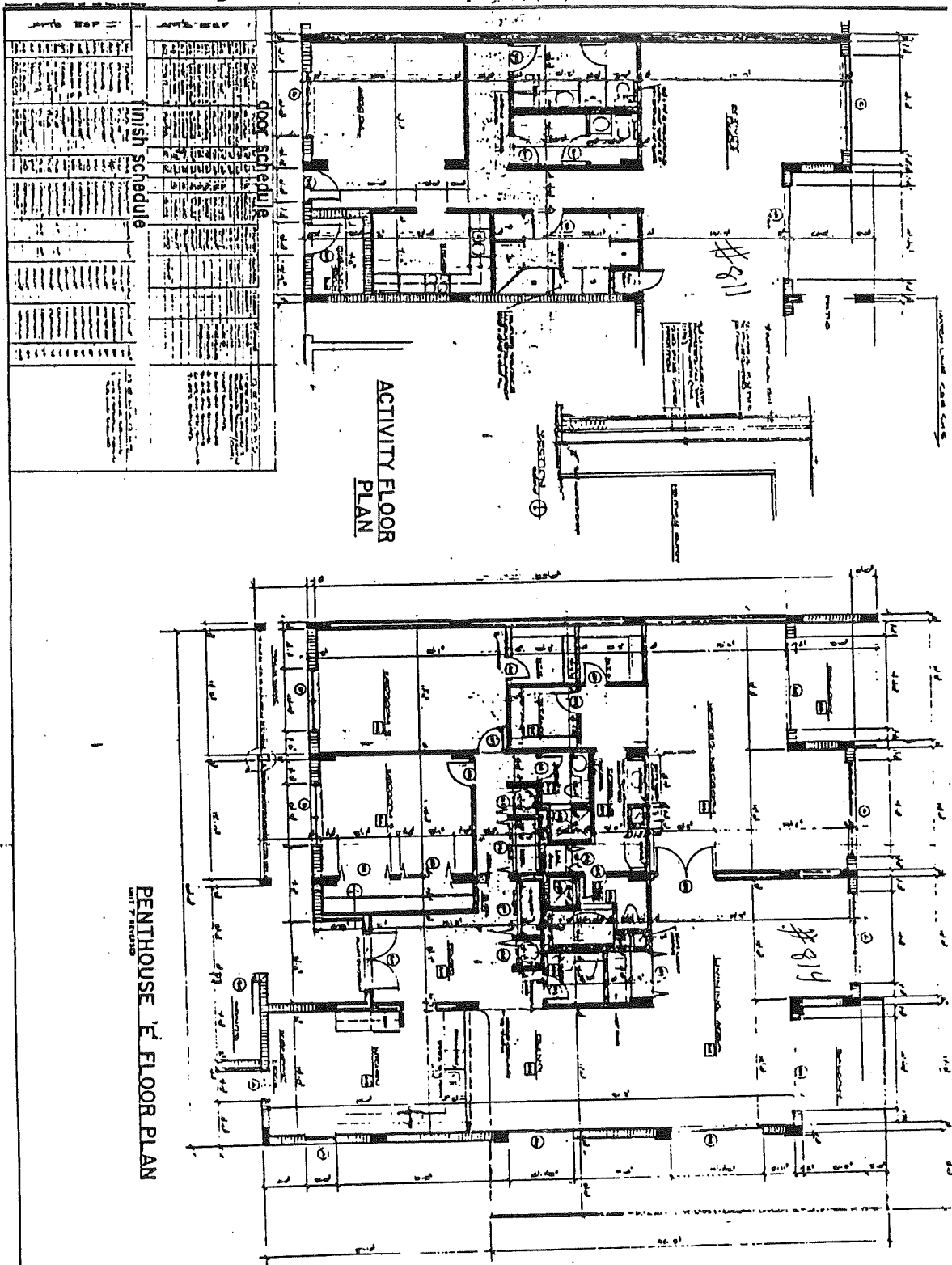
EXHIBIT A-9



OCEAN DUNES CONDOMINIUM

Seventh Floor Plan,

EXHIBIT A-10



4 SHEET	ROBERT H. BONNER & ASSOCIATES ARCHITECT & PLANNER		REVISIONS 1. 01/11/11 2. 01/11/11 3. 01/11/11	FLOOR PLAN	E D C B A

CERTIFICATE OF INCORPORATION by the

STATE OF FLORIDA for OCEAN DUNES OF HUTCHINSON ISLAND
CONDOMINIUM ASSOCIATION, INC.

will be filed with the Clerk of Circuit Court as an
amendment to this Declaration of Condominium

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 members as condominium unit owners.

f. To reconstruct improvements after casualty and to further improve the condominium properties.

g. To make and amend reasonable regulations respecting the use of the condominium properties.

h. To approve or disapprove the transfer, mortgage and ownership of condominium units as may be provided by the separate Declarations of Condominium and the Bylaws of the Association.

i. To endorse by legal means the provisions of the Condominium Act, the separate Declarations of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the condominium properties.

j. To contract for the management and operation of the condominiums, including their common elements; and to thereby delegate all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

k. To contract with any person or entity for the operation, maintenance and repair of the condominium property. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act.

l. To enter into leases, as Lessee.

m. To employ personnel to perform the services required for the proper management and operation of the condominiums.

3.3 All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium, and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4 The powers of the Association will be subject to and will be exercised and in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

ARTICLE 4

MEMBERS

4.1 The members of the Association will consist of all of the record owners of the condominium units in the condominiums, said condominium units being apartments of various types; and after termination of any condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of condominium units in the remaining condominiums.

4.2 After receiving approval of the Association, change of membership will be established by recording in the public records of St. Lucie County, Florida, a deed or other instrument establishing a record title to a condominium unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his condominium unit.

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 7

INDEMNIFICATION

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8 . BYLAWS

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

ARTICLE 9

AMENDMENTS

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

9.1 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.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors 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.

a. Such approvals must be by 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.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominiums. No amendment shall be made that is in conflict with the Condominium Act or the Declarations of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of St. Lucie County, Florida.

ARTICLE 10

TERM

The term of the Association shall be perpetual.

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 17th 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 17th day of December, 1982.

Brooks Williams
NOTARY PUBLIC
My Commission Expires:

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JANUARY 27, 1983
BROOKS WILLIAMS, NOTARY PUBLIC

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.


James J. Pardieck, Resident Agent

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 1A1A, 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.

2.5 VOTING

(a) The owner of each apartment will be entitled to one vote; and if one owner owns more than one apartment, he will be entitled to one vote for each apartment owned.

(b) If an apartment is owned by one person, his right to vote will be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment will be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and will be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of Officers
- (f) Reports of committees
- (g) Election of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

2.9 Proviso. 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 proceedings of all meetings of members of the Association will have no effect unless approved by the Board of Directors.

3. DIRECTORS

3.1 Membership. The affairs of the Association will be managed by a board of not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

3.2 Election of Directors will be conducted in the following manner:

(a) Election of Directors will be held at the annual members' meetings.

(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.

3.2 → (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.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting will constitute the presence of such director for the purpose of determining a quorum.

3.11 The presiding officer of directors' meetings will be the Chairman of the Board of Directors if such an officer has been elected; and if none, the President will preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

3.12 The order of business at directors' meetings will be:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved Minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.13 Directors' fees will not be paid.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically herein or elsewhere required. The Board of Directors may contract to pay reasonable fees and salaries for services supplied to the Association.

5. OFFICERS.

5.1 The executive officers of the Association will be a President, who will be a director, a Treasurer and a Secretary, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

5.2 The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors

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.

(c) Replacements, the amount for which will not exceed 115% of the budget for this account for the prior year.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$10,000; provided, however, that in the expenditure of this fund no sum in excess of \$2,500 shall be expended for a single item or purpose unless the item or purpose has been approved by the members in the manner required by the Declaration of Condominium.

(e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than a majority of the votes of the entire membership of the Association.

(f) It is further provided, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all units of the condominium, or until January 1, 1982, or until the Developer elects to pay its pro rata share of assessments for common expenses, whichever shall first occur, there will be no budget for the condominium. Instead, the owners of units that have been sold by the Developer will be assessed for common expenses at the rates stated in the prospectus for purchase of units, and the Developer will be assessed for the amounts by which the common expenses exceed the amounts assessed against the owners of units sold by the Developer. During this period no provisions will be made for betterments or capital surplus. However, no construction mortgage shall have the liability or responsibility of fulfilling the Developer's obligations under this provision.

(g) Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in advance in equal quarterly installments on January 1, April 1, July 1, and October 1 of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation will be subject to the approval of the membership of the association as previously required by these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due upon demand, or as of the date when the next quarterly payment shall be due.

6.4 Assessments for Charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessment for common expenses. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the

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

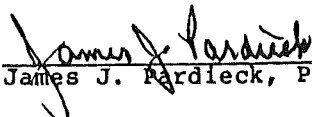
(c) Until the first election of Directors, only by all of the directors; provided the amendment does not increase the number of apartments or alter the boundaries of the common elements.

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.

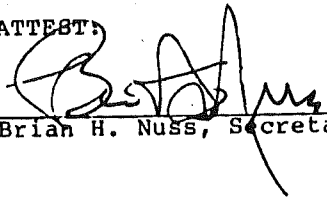
9 BONDING. Fidelity bonds shall be required by the Board of Directors from all Officers or Directors of the Association who control or disburse Association funds. The amount of such bonds

shall be determined by the Directors, but shall be not less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.


The foregoing were adopted as the Bylaws of OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors held on the 30TH day of Dec., 1982.


James J. Pardieck, President

ATTEST:


Brian H. Nuss, Secretary

(Corporation 4481)



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:

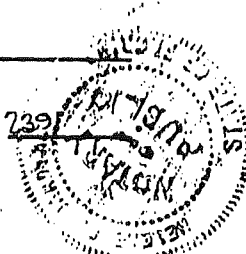
1. That he is a duly registered Surveyor, Florida Certificate No. 2391, under the laws of the State of Florida.

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. 2391



STATE OF FLORIDA
COUNTY OF MARTIN

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

(Notary Seal)

590888

1992 DEC 30 PM 2:55

FILED AND RECORDED
ST. LUCIE COUNTY CLERK
HUGO M. GARCIA
CLERK CIRCUIT COURT

NOTARY PUBLIC

gfh

Debra S. Gaudin
NOTARY PUBLIC
My Commission Expires:

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

CORRECTION AND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF OCEAN DUNES CONDOMINIUM

Hutchinson Island, St. Lucie County, Florida

CORRECTION AND AMENDMENT Made this 30th day of April, 1984, by all of the Directors of Ocean Dunes of Hutchinson Island Condominium Association, Inc., a Florida Corporation, hereinafter referred to as the "Association", and Ocean Dunes of Hutchinson Island Development Corporation, Inc., a Florida Corporation, hereinafter referred to as the "Developer",

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium for Ocean Dunes Condominium dated December 17, 1982, was recorded in Official Record Book 390, Page 2567, St. Lucie County, Florida, public records, and

WHEREAS, said Declaration of Condominium contains an error with respect to Exhibit A-4 thereof which appears in Official Record Book 390, at Page 2594, St. Lucie County, Florida, public records, and

WHEREAS, Exhibit A-11 of said Declaration of Condominium is incomplete by failing to designate unit numbers for the two penthouse units, said Exhibit A-11 appearing in Official Record Book 390, at Page 2601, St. Lucie County, Florida, public records, and

WHEREAS, the Association and the Developer desire to correct and amend the abovesaid Declaration of Condominium to designate Unit No. 112 as an Activity Room as shown on Exhibit A-11 recorded in Official Record Book 390, Page 2601, St. Lucie County, Florida, public records and to designate on said Exhibit A-11, Penthouse "E" as Unit No. 814 and Penthouse "F" as Unit No. 811,

NOW, THEREFORE, the Association and the Developer do hereby correct and amend the abovesaid Declaration of Condominium

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.

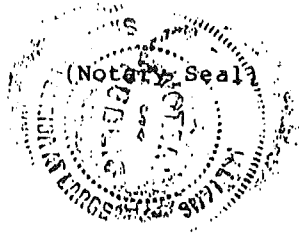
This Correction and Amendment is being made by all of the Directors of the Association pursuant to authority granted to them under Paragraph 16.2(c) of the abovesaid Declaration of Condominium and the Developer has joined in this instrument in order to correct the errors indicated above.

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

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 30th day of April, 1984.



Brooke Williams
Notary Public
My Commission Expires:

12/31/85

OCEAN DUNES OF HUTCHINSON
ISLAND CONDOMINIUM ASSOCIATION,
INC., a Florida Corporation
(By all of its Directors)

David H. Nelson

Ellen Jo Leonforte

Ellen Jo Leonforte

David H. Nelson

Catherine C. Miller

Paul K. Moore

James J. Pardieck
James J. Pardieck

Patricia A. Pardieck
Patricia A. Pardieck

Brian H. Nuss
Brian H. Nuss

OCEAN DUNES OF HUTCHINSON
ISLAND DEVELOPMENT CORPORATION,
INC., a Florida Corporation

David H. Nelson
Ellen Jo Leonforte

By: James J. Pardieck
James J. Pardieck
Its: President

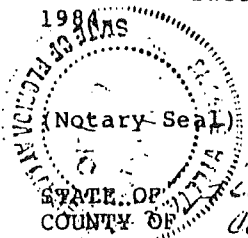
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MARTIN

Before me, the undersigned authority, personally appeared JAMES J. PARDIECK, and PATRICIA A. PARDIECK well known to me to be Directors of OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they executed the abovesaid document under authority duly vested in them by the abovesaid corporation.

Sworn and subscribed before me this 30th day of April,

654045



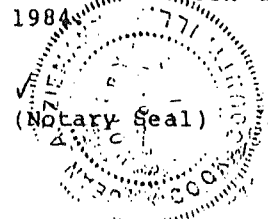
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FILED AND RECORDED
ROGER POWERS, CLERK
ST. LUCIE COUNTY, FL.

Brooke Williams
Notary Public
My Commission Expires:

Before me, the undersigned authority, personally appeared BRIAN H. NUSS, well known to me to be one of the Directors of OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC., and he acknowledged before me that he executed the abovesaid document under authority duly vested in him by the abovesaid corporation.

Sworn and subscribed before me this 30th day of April,



Dan R. Brown
Notary Public
My Commission Expires: 5/15/87