

This instrument prepared by, or under the supervision of (and after recording, return to):

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**DECLARATION
OF
RIVER PALMS RIVERFRONT, A CONDOMINIUM**

River Palms Riverfront Development, LLC, a Florida limited liability company, hereby declares:

1. **Introduction and Submission.**
 - 1.1 **The Land.** The Developer (as hereinafter defined) owns fee simple title to certain land located in City of Titusville, Brevard County, Florida, more particularly described in Sheet 3 of Exhibit "A" attached hereto (the "Land").
 - 1.2 **Submission Statement.** Except as set forth in this Subsection 1.2, the Developer hereby submits the Land and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land and all easements and rights appurtenant thereto intended for use in connection with the Condominium - but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations, technology wires, cables or other equipment therein or thereon reserved by the company installing same (to the extent the ownership of same is reserved to the company in the agreement allowing the installation of same) and all leased property therein or thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered. The Land, together with all easements and rights appurtenant thereto intended for use in connection with the Condominium shall collectively be referred to as the "Condominium Property". Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided. Only the easements and rights appurtenant to the Land which are intended for use in connection with the Condominium shall be deemed part of the Condominium and subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act and any rules or regulations promulgated pursuant thereto.
 - 1.3 **Name.** The name by which this condominium is to be identified is **RIVER PALMS RIVERFRONT, A CONDOMINIUM** (hereinafter called the "Condominium").
2. **Definitions.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
 - 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.
 - 2.2 "Articles" or "Articles of Incorporation" ("Exhibit "B") mean the Articles of Incorporation of the Association, as amended from time to time.
 - 2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

- 2.4 "Association" or "Condominium Association" means **RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.
- 2.5 "Association Documents" shall have the meaning given to it in Chapter 718 of the Florida Statutes.
- 2.6 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members, including without limitation, any vehicle or vessel which may be owned by it.
- 2.7 "Board" or "Board of Directors" means the board of directors or board of administration, from time to time, of the Association.
- 2.8 "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.
- 2.9 "By-Laws" or "Bylaws" (Exhibit "C") mean the By-Laws of the Association, as amended from time to time.
- 2.10 "Capital Improvement Assessments" shall have the meaning given to it in Section 13.2(b).
- 2.11 "Charge" shall mean and refer to the imposition of any financial obligation by the Association which is not an Assessment as defined by Subsection 2.3 above. Accordingly, as to Charges, the Association will not have the enforcement remedies that the Act grants for the collection of Assessments.
- 2.12 "City" means the City of Titusville, located within the County.
- 2.13 "Committee" means a group of Board Members, Unit Owners or Board Members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.
- 2.14 "Common Elements" mean and include:
- (a) The portions of the Condominium Property which are not included within the Units and/or the Association Property.
 - (b) All structural columns and bearing walls regardless of where located.
 - (c) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, Common Elements and/or the Association Property.
 - (d) An easement of support in every portion of a Unit which contributes to the support of the Building.
 - (e) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements and/or to the Association Property.
 - (f) Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.
 - (g) Any other parts of the Condominium Property designated as Common Elements in this Declaration, which shall specifically include the surface water management system, if any, serving the Condominium Property.
- 2.15 "Common Expenses" mean all expenses incurred by the Association for the operation, management, maintenance, insurance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the By-laws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following:
- (a) The costs of maintaining, operating and insuring the Common Elements;

- (b) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended;
- (c) the cost of a master antenna television system or duly franchised cable or satellite television service obtained (if obtained) pursuant to a bulk contract;
- (d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any;
- (e) the cost of communications services as defined in Chapter 202, Florida Statutes, information services, or Internet services obtained pursuant to a bulk contract, if any serving all Units (collectively "Communication Services");
- (f) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems;
- (g) the real property taxes, and other costs or maintenance expenses attributable to any Units acquired by the Association or any Association Property;
- (h) to the extent that the Association determines to acquire exterior storm shutters, impact glass, other code-compliant windows or doors or other types of code-compliant storm protection that comply with or exceed the applicable building code for all or any portion of the Condominium Property, all expense of acquisition, installation, repair, and maintenance of same by the Association (provided, however, that a Unit Owner who has already installed exterior storm shutters (or other acceptable storm protection) for his or her Unit shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same), including, without limitation, any and all costs associated with putting the shutters on in the event of an impending storm (without creating any obligation on the part of the Association to do so) and, if the Association elected to put shutters on, the costs of taking the shutters off once the storm threat passes;
- (i) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment and/or supplies, including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Association rather than being owned by it;
- (j) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined);
- (k) any unpaid share of Common Expenses extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure;
- (l) any and all costs associated with the maintenance, repair and replacement of any Planters;
- (m) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for officers and directors of the Association and costs and contingent expenses incurred if the Association elects to participate in a self-insurance fund authorized and approved pursuant to Section 624.462, Florida Statutes;
- (n) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units;
- (o) to the extent that the Association elects (without creating any obligation) to pursue a liquor license to supplement operations from the Common Elements, all costs to obtain and maintain the liquor license;
- (p) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage;
- (q) any and all costs, expenses, obligations (financial or otherwise) and/or liabilities of the Association and/or running with the Land pursuant to any restriction, covenant, condition,

limitation, agreement, reservation and easement now or hereafter recorded in the public records, without limitation, those arising, directly or indirectly, pursuant to the Restrictive Covenant, all of which are expressly assumed by the Association.

- (r) any fees to the Management Company pursuant to the Management Agreement for the management of the Condominium and the Common Elements and the Association Property.

Common Expenses shall not include any separate obligations of individual Unit Owners.

- 2.16 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits, collected by the Association which exceeds Common Expenses.
- 2.17 "Communication Services" shall have the meaning set forth in Section 2.15 above.
- 2.18 "Condominium" shall have the meaning given to it in Subsection 1.3 above.
- 2.19 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit.
- 2.20 "Condominium Property" means the Land, Improvements and other property or property rights described in Subsection 1.2 hereof, subject to the limitations thereof and exclusions therefrom, including, without limitation, any and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.21 "County" means the County of Brevard, State of Florida.
- 2.22 "Conservation Easement Area" shall mean and refer to all such property so described in the legal description attached hereto as Exhibit "D" The Developer reserves the right to add additional lands to the Conservation Easement Area.
- 2.23 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.
- 2.24 "Developer" means River Palms Riverfront Development, LLC, a Florida limited liability company, its successors, nominees, affiliates and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not assume any obligations of the Developer (unless expressly assumed in writing), but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Additionally, the Developer's rights hereunder may be assigned and/or exercised by a Bulk Buyer or Bulk Assignee without otherwise making them a developer for purposes of the Act. In the event that the holder of any mortgage executed by the Developer obtains title to all or any portion of the Condominium Property by foreclosure, or deed in lieu thereof, or other conveyance, such holder or subsidiary or affiliate of the holder, shall become the Developer only if it so elects by written notices to the Board, except as may be otherwise provided by the Act or the rules promulgated thereunder, but regardless of such election, the holder, or subsidiary or affiliates of the holder, shall have the right to assign any of the rights as provided herein to any third party who acquires title to all or any portion of the Condominium Property from such party. Notwithstanding any assignment of the Developer's rights hereunder (whether partially or in full), the assignee or any subsequent developer shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.
- 2.25 "Developer's Affiliates" shall mean and refer to Developer, its members, managers and officers, and its and theirs, as applicable, partners, officers, managers, members, directors, shareholders, employees and/or other person who may be liable by, through or under Developer.
- 2.26 "Dispute", for purposes of Subsection 18.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (1) require any Owner to take any action, or not to take any action, involving that Owner's

Unit or the appurtenances thereto; or (2) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (1) properly conduct elections; (2) give adequate notice of meetings or other actions; (3) properly conduct meetings; or (4) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; the levy of a fee or Assessment or the collection of an Assessment levied against a party; the eviction or other removal of a tenant from a Unit; alleged breaches of fiduciary duty by one or more directors; or claims for damages to a Unit based upon the alleged failure of the Association to maintain the Common Elements or Condominium Property.

- 2.27 "District" shall mean the St. Johns Water Management District.
- 2.28 "Division" means the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.
- 2.29 "Ground Level" as used herein shall have the same meaning as first floor and describe the area between the ground surface and the beginning of the second floor, all as set forth herein including Exhibit "A" attached.
- 2.30 "First Floor" shall have the same meaning as ground level.
- 2.31 "Extraordinary Financial Event" shall mean Common Expenses resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association.
- 2.32 "First Mortgagee" shall have the meaning given to it in Subsection 13.6 below.
- 2.33 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located or to be located on the Condominium Property, including, but not limited to, the Building.
- 2.34 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, a government sponsored entity, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), any lender advancing funds to Developer (or any subsequent Bulk Buyer or Bulk Assignee (as each is defined in the Act) secured by an interest in all or any portion of the Land, Improvements or Condominium Property or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.
- 2.35 "Insured Property" shall have the meaning given to it in Subsection 14.2 below.
- 2.36 "Land" shall have the meaning given to it in Subsection 1.1 above.
- 2.37 "Life Safety Systems" mean and refer to any and all emergency lighting, emergency generators (including, without limitation, any connection to the emergency generators) audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains all such Life Safety Systems.
- 2.38 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

- 2.39 "Management Agreement" shall mean an agreement executed by the Association and the Management Company for the day-to-day management of the Common Elements and the Association Property by the Management Company if any.
- 2.40 "Management Company" shall mean the entity retained by the Association from time to time to manage the Condominium, the Association Property and the Common Elements pursuant to a Management Agreement. To the extent permitted by law, so long as the Management Agreement is in effect, references herein to the Association shall also be deemed to refer to the Management Company to the extent that the Management Company has been delegated the authority to act on behalf of the Association pursuant to such Management Agreement. Nothing herein shall be deemed to divest the Association of its powers and duties under the Act and/or this Declaration.
- 2.41 "Material Amendment" shall have the meaning given to it in Subsection 6.2 below.
- 2.42 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.43 "Special Assessment" shall have the meaning given to it in Section 13.2.(a).
- 2.44 "Substantial Completion Amendment" shall have the meaning given to it in Subsection 13.1 below.
- 2.45 "Unit" means a part of the Condominium Property which is subject to exclusive ownership, and except where specifically excluded, or the context otherwise requires, shall be deemed to include the Units. References herein to "Parcels" shall include Units unless the context prohibits or it is otherwise expressly provided.
- 2.46 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

3. Description of Condominium.

- 3.1 Identification of Units. The improvements included in the condominium property will consist primarily of two (2) six-story buildings containing a total of one hundred (100) Units.

The North Building will contain a total of fifty (50) Units. The North Building will contain five (5) A Units having three (3) bedrooms and two (2) bathrooms, each containing approximately 1,944 square feet, including balconies; five (5) B Units having three (3) bedrooms and two (2) bathrooms, each containing approximately 1,669 square feet, including balconies; five (5) C Units having two (2) bedrooms and two (2) bathrooms, each containing approximately 1,469 square feet, including balconies; five (5) D Units having two (2) bedrooms and two (2) bathrooms, each containing approximately 1,274 square feet, including balconies; five (5) E Units having three (3) bedrooms and two (2) bathrooms, each containing 1,411 square feet including balconies; five (5) F Units having two (2) bedrooms and two (2) bathrooms, each containing 1,411 square feet including balconies; five (5) A Reverse Units having three (3) bedrooms and two (2) bathrooms, each containing 1,944 square feet including balconies; five (5) B Reverse Units having three (3) bedrooms and two (2) bathrooms, each containing 1,669 square feet including balconies; five (5) C Reverse Units having two (2) bedrooms and two (2) bathrooms, each containing 1,469 square feet including balconies; and five (5) D Reverse Units having two (2) bedrooms and two (2) bathrooms, each containing 1,274 square feet including balconies.

The South Building will contain a total of fifty (50) Units. The South Building will contain five (5) A Units having three (3) bedrooms and two (2) bathrooms, each containing approximately 1,944 square feet, including balconies; five (5) B Units having three (3) bedrooms and two (2) bathrooms, each containing approximately 1,669 square feet, including balconies; five (5) C Units having two (2) bedrooms and two (2) bathrooms, each containing approximately 1,469 square feet, including balconies; five (5) D Units having two (2) bedrooms and two (2) bathrooms, each containing approximately 1,274 square feet, including balconies; five (5) E Units having three (3) bedrooms and two (2) bathrooms, each containing 1,411 square feet including balconies; five (5) F Units having two (2) bedrooms and two (2) bathrooms, each containing 1,411 square feet including balconies; five (5) A Reverse Units having three (3) bedrooms and two (2) bathrooms, each containing 1,944 square feet including balconies; five (5) B Reverse Units having three (3) bedrooms and two (2) bathrooms, each containing 1,669 square feet including balconies; five (5) C Reverse Units having two (2) bedrooms and two (2) bathrooms, each containing 1,469 square feet including balconies; and five (5) D Reverse

Units having two (2) bedrooms and two (2) bathrooms, each containing 1,274 square feet including balconies.

There are a total of one hundred thirty-six (136) ground level parking spaces, sixty-eight (68) of which are in the North Building (including one [1] handicap space) and sixty-eight (68) parking spaces which are in the South Building (including one [1] handicap space).

In addition to the above, there is one (1) outdoor swimming pool and a recreation building located on the ground level.

Copies of proposed surveys and plot plans which depict the proposed boundaries of the Condominium Property appear in Exhibit A to the Declaration of Condominium. Exhibit A to the Declaration of Condominium shows the number of bedrooms and bathrooms in each unit, and contains a floor plan of each type of unit. The proposed surveys, plot plans and floor plans may undergo modifications during the permitting and construction of the building; provided, however, that any change to the configuration or size of any unit in any material fashion is subject to the consent of the record owners of the liens and is subject to the consent of a majority of the total voting interest.

Each unit is identified by separate designation set forth on Sheets 7 through 36 inclusive, of Exhibit A attached hereto. Exhibit A consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the buildings in which the Units, the covered parking spaces, the garage parking spaces, and a plot plan thereof. Said Exhibit A, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with each Unit as appurtenances thereto: (a) an undivided share in the Common Elements and the Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time; and (d) other appurtenances as may be provided in this Declaration.

This Condominium will be created and Units will be sold in fee simple interests and not as leasehold interests. The leasing of Units subsequent to the initial sale by the Developer shall be subject to the provisions of Section 17 of this Declaration of Condominium.

3.2 Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the upper story if the Unit is a multi-story Unit, provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).
 - (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a multi-story Unit, provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor).
 - (iii) Interior Divisions. Except as provided in Subsections (i) and (ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the multi-

floors, in all cases of a multi-story Unit, if any, or nonstructural interior walls shall be considered a boundary of the Unit.

- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries (and to the extent that the walls are drywall and/or gypsum board, the Unit boundaries shall be deemed to be the area immediately behind the drywall and/or gypsum board, so that for all purposes hereunder the drywall and/or gypsum board shall be deemed part of the Unit and not part of the Common Elements).
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Element hallways shall not be included in the boundaries of the Unit and shall therefore be Common Elements. Notwithstanding anything herein contained to the contrary, any elevators (including all mechanical equipment serving, and housing for the elevators) solely serving a Unit (to the exclusion of all other Units) shall be deemed part of the Unit. Further, notwithstanding anything to the contrary, the structural components of the Building, and the Life Safety Systems, regardless of where located, are expressly excluded from the Units and are instead deemed Common Elements.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, NO POST TENSION CABLES AND/OR REINFORCEMENT BARS CONTAINED IN THE BUILDING SHALL BE CONSIDERED A PART OF A UNIT. AS SUCH POST TENSIONED CABLES AND/OR REINFORCEMENT BARS ARE ESSENTIAL TO THE STRUCTURE AND SUPPORT OF THE BUILDING, ALL POST TENSIONED CABLES AND/OR REINFORCEMENT BARS SHALL BE DEEMED COMMON ELEMENTS OF THE CONDOMINIUM AND MAY NOT BE DISTURBED OR ALTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD.

Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth in Exhibit "A" hereto shall control in determining the boundaries of a Unit, except that the provisions of Subsection 3.2(c) above shall control unless specifically depicted and labeled otherwise on such survey.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Balconies appurtenant to Units. Any balcony (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Except only as set forth elsewhere to the contrary, the Association shall be responsible for the maintenance, repair and replacement of the structural and mechanical elements of any such Limited Common Elements, including without limitation, balcony railings, and any waterproofing systems, including, without limitation, caulking and coatings, with the costs of same being a part of the Common Expenses. Except only as set forth elsewhere to the contrary, each Unit Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any floor coverings placed or installed on any balcony. A Unit Owner using a balcony or anyone occupying the Unit agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Management Company, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom. Notwithstanding anything to the contrary, there shall be no change to the exterior face of any patio, balcony or terrace, without the prior written approval of the Board.
- (b) Parking Spaces. There will be a total of one hundred thirty-six (136) parking spaces, as shown on Exhibit "A". The Developer intends to assign the exclusive right to use the parking spaces to the Unit Owners of the Condominium or the Association. All assignments shall be made by a non-recordable instrument (a copy of which shall be kept by the Association as part of its permanent records), and shall operate to give the Unit Owner to whose Unit

the assignment is made an exclusive right to use the parking space. The exclusive right to use any parking space may be assigned by a Unit Owner to any other Unit Owner. To be effective, the assigning Unit Owner must deliver to the assignee Unit Owner, a non-recordable instrument executed by the assigning Unit Owner that identifies the parking space, the Unit to which it was originally assigned, and the Unit to which the exclusive right to use is being assigned. Parking Spaces may not be assigned to non-Unit Owner. In addition, to be effective, a copy of the instrument must be delivered to the Association. The Association shall keep the instrument as part of its permanent records.

Each Unit Owner acknowledges and agrees that a portion of the parking facilities may be located below the federal flood plain, and, accordingly, in the event of flooding, any automobiles and/or personal property stored therein is susceptible to water damage. Additionally, insurance premiums, both for the association in insuring the parking facilities, and for Owners, may be higher than if the parking structure was above the federal flood plain. By acquiring title to, or taking possession of, a Unit, or accepting the assignment of a parking space, each Owner, for such Owner and the Owner's tenants, guests and invitees, hereby expressly assumes any responsibility for loss, damage or liability resulting therefrom.

- (c) Miscellaneous Areas, Equipment, Utility Consumption. Except to the extent that same are located within the boundaries of a Unit, any fixtures or equipment (e.g., an air conditioning compressor, other portions of any air conditioning systems, and/or heater, if any, or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet, roof space or ground slab) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). Additionally, notwithstanding anything to the contrary, to the extent that utility service (e.g., electric, water, sewer, gas etc.) to a Unit (to the exclusion of other Units and/or the Common Elements) is separately submetered to identify consumption by said Unit, same shall be deemed a Limited Common Element of the Unit with the Association to assess each Unit Owner for the costs of such utility service measured and paid for in direct relation to the consumption identified by the applicable submeter. Such charges may be enforced and shall be collectible by the Association in the same manner as "Assessments" hereunder.
- (d) Other. If applicable, any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one (1) Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors and shall be binding and conclusive when so made. To the extent of any area deemed a Limited Common Element under this Subsection 3.3(e), the Owner of the Unit (s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the Owner's Unit, rather than as required for alteration of Common Elements. Notwithstanding the foregoing, the designation of any portion of the Common Elements as a Limited Common Element under this Subsection 3.3(e) shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude, or in any way interfere with the passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the elevators, Life Safety Systems, mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

Except for those portions of the Common Elements designed and intended to be used by all Unit Owners, a portion of the Common Elements serving only one (1) Unit or a group of Units (but not all Units) may be reclassified as a Limited Common Element upon the vote required to amend the Declaration under either Section 6.1 (and any such amendment shall not be deemed a Material Amendment governed by Section 6.2).

- 3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act) and any easements affecting the Condominium Property including the Conservation Easement Area, and recorded in the Public Records of the County), including, without limitation, those imposed, created, referenced and/or reserved by the Restrictive Covenant, if any:

- (a) Support. Each Unit, the Building and the Improvements and any structure and/or Improvement now or hereafter constructed adjacent thereto shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements and/or the Association Property and any other structure or improvement which abuts any Unit, the Building or any Improvements.
- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications and similar systems, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).
- (c) Encroachments. If (i) any portion of the Common Elements and/or the Association Property encroaches upon any Unit (or Limited Common Element appurtenant thereto); (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements and/or the Association Property; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements and/or the Association Property made by or with the consent of the Association or Developer, as appropriate; or (4) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements and/or the Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.
- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests, tenants and invitees, and for each member of the Association and their guests, tenants and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements (including, without limitation, Limited Common Elements) and Association Property as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. None of the easements specified in this Subsection 3.4(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) Easements. Easements are hereby reserved over, through and across such portions of the Condominium Property as may be necessary or convenient to afford access by the Association (and its designees, contractors, subcontractors, employees or other parties designated by the Association) for the maintenance, repair, replacement, alteration and/or operation of elevator machine rooms, Life Safety Systems, mechanical equipment and/or other portions of the Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas. In furtherance of the foregoing, no Unit Owner, tenant or other occupant shall take any action to impede access to the elevator machine rooms, Life Safety Systems, mechanical equipment and/or other portions of the Common Elements, whether by the installation of locked doors (which is expressly

precluded) or otherwise. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

- (f) Construction; Maintenance. The Developer (including Developer's Affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Common Elements and/or Association Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof and/or any portion of the Common Elements and/or Association Property, or any part thereof, or any improvements or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to close exterior storm shutters in the event of the issuance of a storm watch or storm warning.
- (g) Exterior Building Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors) to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform window washing and/or any other exterior maintenance and/or painting of the Building.
- (h) Sales and Leasing Activity. Until such time as Developer (or any of Developer's Affiliates) is no longer offering Units for sale in the ordinary course of its business, the Developer, its designees, successors and assigns, hereby reserves and shall have the right to use any Units owned by Developer (or Developer's Affiliates) and all of the Common Elements or Association Property for guest accommodations, model apartments and sales, leasing, management, resales, administration and construction offices, to provide financial services, to show model Units and/or apartments and the Common Elements and/or any other portions of the Condominium Property or neighboring properties owned or developed by the Developer, or Developer's Affiliates, to prospective purchasers and tenants of Units and/or "units" or "improvements" intended to be constructed on any neighboring properties, and/or to erect on the Condominium Property and Association Property signs, displays and other promotional material to advertise Units or other properties for sale or lease either in the Condominium or such neighboring properties (and an easement is hereby reserved for all such purposes and without the requirement that any consideration be paid by the Developer or Developer's Affiliates to the Association or to any Unit Owner).
- (i) Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Elements in the performance of their respective duties.
- (j) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Buildings, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property or Association Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property, the Association Property or the Building).
- (k) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit

Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Condominium Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements (without restriction), for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in Developer's activities described in this Subsection 3.4.(k). The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 23 below.**

- (l) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration and the Restrictive Covenant, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.
4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described, subject, however, to the rights of Owners to transfer Limited Common Elements as provided elsewhere in this Declaration. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. Notwithstanding the foregoing, nothing herein shall preclude an Owner from assigning, conveying or otherwise transferring a Limited Common Element to another Unit as provided elsewhere in this Declaration. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses: Voting Rights.
 - Fractional Ownership and Shares. The undivided fractional interest in the Common Elements and Common Surplus and the fractional share of the Common Expenses, appurtenant to each of the one hundred (100) Units is 1.0% per Unit.
 - 5.1 Voting. Each Unit shall be entitled to one (1) vote in Condominium Association matters to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Condominium Association.
6. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:
 - 6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of a majority of the voting interests of all Unit Owners. Unit Owners not present in person at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval or disapproval is delivered to the

secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum, except as permitted pursuant to a limited proxy in accordance with the By-laws and otherwise permitted by the Act.

- 6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by the record owners of all other units in the Condominium of the voting interests of all Unit Owners. The acquisition of property by the Association, the designation of a portion of Common Elements to be Limited Common Elements (as contemplated in Section 4 above), material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement, operation, repair and maintenance of approved exterior storm shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.
- 6.3 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to any Institutional First Mortgagees or the Primary Institutional First Mortgagee without the consent of the aforesaid Institutional First Mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.
- 6.4 Water Management District. No amendment may be adopted which would affect the surface water management and/or drainage systems, including environmental conservation areas, without the consent of the District. The District shall determine whether the amendment necessitates a modification of the current surface water management permit. If a modification is necessary, the District will advise the Association. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association.
- 6.5 By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors, the Declaration, the Articles of Incorporation or the By-Laws may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect a Material Amendment which must be approved, if at all, in the manner set forth in Subsection 6.2 above. The unilateral amendment right set forth herein shall include, without limitation, the right to correct scrivener's errors. No amendment may be adopted (whether to this Declaration or any of the exhibits hereto) which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the prior written consent of the Developer in each instance.
- 6.6 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable amendment is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation

must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. Maintenance and Repairs.

7.1 Units. All maintenance of any Unit, whether ordinary or extraordinary, (including, without limitation, maintenance of screens, windows (both sides), any hurricane shutters installed by a Unit Owner, the interior side of the entrance door and all other doors within or affording access to a Unit, that portion of the electrical (including wiring) and plumbing (including fixtures and connections), fixtures and outlets, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces and, in general, the entire interior of the Unit), as well as the air-conditioning and heating equipment lying within the boundaries of the Unit, shall be performed by the Owner of such Unit at that Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements. Except to the extent expressly provided to the contrary in Subsection 7.3 or elsewhere herein, all maintenance in or to the Common Elements shall be performed by the Association. The cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent it arises from or is necessitated by the negligence or misuse of a specific Unit Owner or Owners in the opinion of the Board, in which case such Unit Owner(s) shall be responsible therefor except to the extent the proceeds of insurance are made available therefor.

7.3 Limited Common Elements.

(a) Balconies. Each Unit Owner shall, at his sole cost and expense, maintain the surface of the floor, ceiling and walls of any balcony that is appurtenant to his Unit as a Limited Common Element, the surface of the interior face of any parapet that partially surrounds that balcony and any wiring, electrical outlets, light bulbs and other fixtures located on or in that balcony.

(b) Air Conditioning and Heating Equipment. Each Unit Owner shall, at his sole cost and expense, maintain any and all air conditioning and heating equipment which is a Limited Common Element appurtenant to his Unit.

(c) Parking Spaces. The maintenance of the parking spaces shall be limited common expenses of the Association which shall be responsible for the maintenance. However, in the event that any Unit Owner adds any improvement to their parking space, such Unit Owner shall be responsible for the maintenance of such improvement.

7.4 Minimum Standard. All maintenance required under this Declaration shall be performed to the standards established by the Board from time to time. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Condominium as initially constructed and otherwise improved by Developer, and as to landscaping, as initially landscaped by Developer (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained), or such other standard as may be established by the Board from time to time.

7.5 Remedies for Noncompliance. In the event of the failure of Unit Owner to maintain his or her Unit and/or Limited Common Elements in accordance with this Declaration, the Association shall have the right (but not the obligation), upon five (5) days' prior written notice to the applicable Unit Owner at the address last appearing in the records of the Association, to enter upon the Unit Owner's Unit and/or Limited Common Elements, as applicable and perform such work as is necessary to bring the Unit and/or Limited Common Elements, as applicable, into compliance with the standards set forth herein, with the costs thereof to be a Charge to the applicable Unit Owner. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration (including, without limitation, the imposition of fines or the filing of legal or equitable actions).

8. Additions, Improvements or Alterations by the Association.

8.1 Except only as provided below to the contrary, whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of five percent (5%) of the then applicable budget of the Association in the aggregate in any calendar

year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by an affirmative vote representing a majority of the voting interests of Unit Owners represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate five percent (5%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year. Notwithstanding anything herein contained to the contrary, to the extent that any additions, alterations or improvements are necessitated by, or result from, an Extraordinary Financial Event, then such additions, alterations or improvements may be made upon decision of the Board alone (without requiring any vote by Unit Owners and without regard to whether the additions, alterations or improvements will exceed the threshold amount set forth above.

- 8.2 The duty and responsibility for the maintenance, operation and repair of the surface water or stormwater management system shall be that of the Association. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the District.
- 8.3 In the event of conflict between the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto or otherwise, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

Notwithstanding anything to the contrary, material alterations or substantial additions to the common elements or to real property which is association property may be undertaken, without a vote of Unit Owners, provided that Board approval is first obtained. The foregoing, however, shall not negate the need for Unit Owner approval if Unit Owner approval is required in accordance with the initial paragraph of this Section 8.

9. Additions, Alterations or Improvements by Unit Owners.

- 9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any structural addition, alteration or improvement in or to his or her Unit, the Common Elements or any Limited Common Element or any change to his or her Unit which is visible from any other Unit, the Common Elements and/or the Association Property, without, in each instance, the prior written consent of the Board of Directors. Without limiting the generality of this Subsection 9.1, no Unit Owner shall cause or allow improvements or changes to his or her Unit, or to any Limited Common Elements, Common Elements or any property of the Condominium Association which does or could in any way affect, directly or indirectly, the structural, electrical, plumbing, Life Safety Systems, or mechanical systems or any landscaping or drainage, of any portion of the Condominium Property without first obtaining the written consent of the Board. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, imposition of a review fee (which must be paid by the party submitting the request at the time of the submission), retaining approval rights of the contractor, or others, to perform the work, imposing conduct standards on all such workers, establishing permitted work hours and requiring the Unit Owner to obtain insurance naming the Developer, the Management Company, and the Association as additional named insureds. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Management Company, the Developer, Developer's Affiliates and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium Property and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, Developer's Affiliates, the Management Company, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer, Developer's Affiliates, the Management Company and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer, Developer's Affiliates, the Management Company and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder. Without limiting the generality of the foregoing, to the extent that the Condominium has been constructed with either a precast concrete system or post tensioned cables and/or reinforcing bars, then absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of the Board of Directors and review of the as-built plans and specifications for the Building. The plans and specifications for the Building shall be maintained by the Association as part of its official records. To the extent that the Condominium has been constructed with a precast concrete system or post tensioned cables and/or reinforcing bars, each Unit Owner, by accepting a deed or otherwise acquiring title to a Unit shall be deemed to: (i) have assumed the risks associated with post tension construction, and (ii) agree that the penetration of any post tensioned cables and/or reinforcement bars may threaten the structural integrity of the Building. Each Owner hereby releases Developer, Developer's Affiliates, the Association, the Management Company and its and their members, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents from and against any and all liability that may result from penetration of any of the surfaces.

- 9.2 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may alter or impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personality, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.
- 9.3 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 9 shall not apply to Developer-owned Units and/or improvements made thereto, nor shall any rules, regulations or other conditions imposed upon improvements, additions or alterations be applicable to the Developer. The Developer shall have the additional right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it or them and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, windows, doors, sliding glass doors, floors, ceilings and other structural portions of the Improvements and/or the installation of divider walls and/or signs). Further, Developer reserves the right, without the consent or approval of the Board of Directors or other Unit Owners, to expand, alter or add to all or any part of the recreational facilities. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.3 shall be adopted in accordance with Section 6.4 and Section 6.5 of this Declaration.

10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of Subsection 9.3 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units, or portions thereof, into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Subsection , without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Subsection 6.5 above. Without limiting the generality of Subsection 6.1 hereof, the provisions of this Section 6.5 may not be added to, amended or deleted without the prior written consent of the Developer.
11. Operation of the Condominium by the Association; Powers and Duties.
- 11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By Laws (respectively, Exhibits "B" and "C" annexed hereto), as amended from time to time. The qualifications for serving as a Director shall be as set forth in the By-Laws and Articles of Incorporation. The affairs of the Association shall be governed by a Board, consisting of not less than three (3) directors. The size of the Board may be expanded in accordance with the terms of the By-Laws. The Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:
- (a) The irrevocable right to have access to each Unit and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for pest control or other purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems. Unless the Association expressly assumes the obligation to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning, the obligation to put shutters on, and then remove shutters, intended to protect individual Units shall be the sole obligation of the Unit Owner.
 - (b) The power to make and collect Assessments and Charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.
 - (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior written request.
 - (d) The power to contract for the management and maintenance of the Condominium Property and to authorize the Management Company (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as reviewing and evaluating the submission of proposals, collection of Assessments and Charges, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in this Declaration and otherwise in the Condominium's

governing documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the members of the Board of Directors and an affirmative vote representing a majority of the voting interests of Unit Owners represented at a meeting at which a quorum is attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing. The foregoing restriction shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.
- (f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property.
- (g) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Section 11 hereof. Real property (including, without limitation, any of the Units) shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors alone; provided that the requirements of Section 118 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.
- (h) The obligation to (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks, if any, and (iii) maintain copies of all permitting actions with regard to the District.
- (i) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (j) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the Bylaws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.
- (k) Those certain emergency powers granted pursuant to Section 718.1265, Florida Statutes.

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

- 11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein, nor deprive Unit Owners of their right to sue the Association if it negligently or willfully causes damage to the Unit Owner's property during the performance of its duties hereunder. The limitations upon liability of the Association described in this Subsection 11.12 are subject to the provisions of Section 718.111(3) F.S.
- 11.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Unit.
- 11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors, is specifically required in this Declaration, the Articles of Incorporation or By-Laws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 11.6 Effect on Developer. So long as Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken by the Association (subsequent to control thereof being assumed by Unit Owners other than the Developer) without the prior written approval of the Developer:
- (a) Assessment of the Developer as a Unit Owner for capital improvements; or
 - (b) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.
- 11.7 No Unit Owner shall sell, transfer or convey, directly or indirectly, any Unit to a Specially Designated National or Blocked Person. Further, no Unit Owner nor any of their respective affiliates shall (i) directly or indirectly be owned or controlled by the government of any country that is subject to an embargo by the United States government, or (ii) act on behalf of a government of any country that is subject to such an embargo. Each Unit Owner shall at all times be in compliance with any applicable anti-money laundering laws, including, without limitation, the USA Patriot Act. Each Unit Owner agrees that they will notify the Developer (for so long as it holds Units for sale in the ordinary course of business, and thereafter the Association and Management Company) in writing immediately upon the occurrence of any event which would render any of the foregoing requirements of this Section incorrect.
12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget of estimated revenues and expenses for the

Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner, by acceptance of a deed or otherwise acquiring title to a Unit, agrees that any successful food and beverage operation from the Common Elements may require a subsidy or other financial concession to the food service provider. The Board, acting alone and without requiring the vote of any Unit Owners, may, as part of its budgeting process, determine, in its sole discretion whether to implement and/or adopt a subsidy or other concession, and that such determination shall, without limiting the generality of other provisions of this Declaration, be within the reasonable scope of authority of the Board. Notwithstanding anything herein contained to the contrary, the cost for the services under a bulk rate contract for Communications Services may be allocated on a per-Unit basis rather than a percentage basis, if so determined by the Board (provided, however, that the Board shall not change the method of allocation of costs relating to bulk Communications Services more frequently than annually). The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments coming due while he or she is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise. Notwithstanding the foregoing, all Unit Owners shall be excused from the payment of Common Expenses, no Unit Owner shall be obligated for payment of Assessments, and no Assessment obligations shall accrue against any of the Units, until the date that the certificate of substantial completion required by Section 718.104(4)(e) F.S. is recorded in the Public Records of the County as an amendment to this Declaration (the "Substantial Completion Amendment"). From and after the date of such recording the Unit Owners shall no longer be excused from the payment of Common Expenses.

13.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

- (a) "Special Assessments" shall mean and refer to an Assessment against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements, or for any other purpose where funds are not available from the regular periodic assessments.
- (b) "Capital Improvement Assessments" shall mean and refer to an Assessment against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.

Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed five percent (5%) of the then estimated operating budget of the Association, the Board must obtain approval by an affirmative vote of a majority of the voting interests of Unit Owners represented at a meeting at which a quorum is attained. Notwithstanding anything to the contrary, any special

assessment resulting from an Extraordinary Financial Event may be adopted by the Board alone without requiring the vote or approval of Unit Owners and regardless of the amount.

- 13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to a first mortgage of record, the lien is effective from and after the date of the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner and the name and address of the Association. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County. To be valid, the claim of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The lien is not effective one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced. The one (1) year period is extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other person claiming an interest in the Unit. The claim of lien secures (whether or not stated therein) all unpaid Assessments, that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

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

If a Unit Owner is delinquent in paying a monetary obligation due to the Association, the Association may have the right to suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use certain Common Elements and/or deny the Unit Owner's voting rights, all as more particularly provided in Section 18.4 below.

If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the unit. The Association must provide the tenant a notice, by hand delivery or United States mail, in the form prescribed by the Act, if any. The Association must also mail written notice to the Unit Owner of the Association's demand that the tenant make payments to the Association. The Association shall, upon request, provide the tenant with written receipts for payments made. A tenant is immune from any claim by the landlord or Unit Owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the landlord or Unit Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Unit Owner until the Association releases the tenant or the tenant discontinues tenancy in the Unit. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the landlord in the amount of monies

paid to the Association. The Association may issue notice under Section 83.56, F.S. and sue for eviction under SS. 83.59-83.625, F.S. as if the Association were a landlord under part II of Chapter 83 of the Florida Statutes if the tenant fails to pay a required payment to the Association after written demand has been made to the tenant. However, the Association is not otherwise considered a landlord under Chapter 83, F.S. and specifically has no obligations under S. 83.51, F.S. The tenant does not, by virtue of payment of monetary obligations to the Association, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

- 13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this Subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 13.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.
- 13.6 First Mortgagee. The liability of the holder of a first mortgage on a Unit (each, a "First Mortgagee"), or its successors or assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due before the First Mortgagee's acquisition of title is limited to the lesser of:

- (a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- (b) One percent (1%) of the original mortgage debt.

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

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

- 13.7 Developer's Liability for Assessments. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws to the contrary, the Developer is guaranteeing the Common Expenses as set forth herein beginning with the time of the recording of the Substantial Completion Amendment to this Declaration and ending on December 31, 2023. The Developer shall be excused from the payment of the share of the Common Expenses and assessments relating to the units it is offering for sale for a period beginning with the recording of the Substantial Completion Amendment and ending December 31, 2023 in the sum of \$350.00 per unit for all of the units. The Developer has the option to extend the Guaranty for up to five (5) additional one (1) year periods through December 31, 2028. However, the Developer must pay the portion of Common Expenses incurred during the guarantee period which exceeds the amount assessed against other Unit Owners.

During the period from the date of the recording of the Substantial Completion Amendment to this Declaration until the earlier of the following dates: (a) December 31, 2023 as it may be extended above ("Guarantee Expiration Date"), or (b) the date of the meeting of the Association's members at

which majority control of the Board is to be transferred to Unit Owners other than the Developer ("Turnover") as provided in the By-Laws and the Act, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by the Developer, provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the Guarantee Expiration Date shall not increase during such period over the amounts set forth on **Exhibit "5"** attached hereto; and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners. After the Guarantee Expiration Date, the Developer shall have the option, in its sole discretion, of extending the guarantee for any number of additional one (1) month periods (but in no event shall the Guarantee Expiration Date ever be extended beyond the Turnover Date, and if a one month extension would go beyond the Turnover Date, same shall be extended only for the period of the month prior to the Turnover Date), or paying the share of Common Expenses and Assessments attributable to Units it then owns. Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Section, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Act.

- 13.8 Estoppel Statement. Within ten (10) business days after receiving a written request therefor from a purchaser, Unit Owner or mortgagee of a Unit, the Association shall provide a certificate, signed by an officer or agent of the Association, stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his or her Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.
- 13.9 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, assessments will be collected monthly, and be due on the first day of each calendar month.
- 13.10 Application of Payments. Any payments received by the Association from a delinquent Unit Owner must be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing is applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
14. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
 - 14.1 Purchase, Custody and Payment.
 - (a) Purchase. Except as otherwise provided herein or required by the Act, all insurance policies described herein covering portions of the Condominium Property and Association Property shall be purchased by the Association or the Association shall cause the Management Company to purchase, and shall be issued either by an insurance company authorized to do business in Florida, or by a surplus lines carrier, reasonably acceptable to the Board, offering policies for Florida properties.
 - (b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.
 - (c) Named Insured. Unless otherwise specifically provided herein, for the policies outlined in Section 14.2 (excluding c-f), the named insured or additional insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them.
 - (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association or to the Insurance Trustee (if

appointed), and all policies and endorsements thereto shall be deposited with the Association or the Insurance Trustee (if appointed).

- (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, shall be furnished by the Association upon request a certificate of insurance for property insurance policies shall be provided to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Upon request, copies or certificates shall be furnished prior to the beginning of the term of the policy, or prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate. Reliance by an insured and any mortgagee on the preceding notice is conditioned upon the insured and mortgagee providing the Association with current contact information for notification purposes under this subsection.
- (f) Improvements and Betterments to the Units, Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, improvements and betterments including but not limited to floor, wall, and ceiling coverings, air conditioning compressors that service only an individual Unit, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit, and for their personal liability, moving and relocation expenses, lost rent expenses, special assessment coverage and living expenses and for any other risks not otherwise insured in accordance herewith. To the extent that a Unit Owner or other occupant of a Unit desires coverage for such excluded items, it shall be the sole responsibility of the Unit Owner and/or occupant to obtain, although every such policy obtained must comply with the provisions of Section 627.714, Florida Statutes (as it exists on the date of recordation of this Declaration) and as outlined in Section 14.2 below.

14.2 Coverage. The Association shall use its reasonable best efforts to obtain and maintain insurance covering the following, the premiums on which shall be paid by the Association as a Common Expense.

- (a) Property. The Insured Property (as hereinafter defined) shall be insured in an amount not less than the replacement cost thereof as determined by the insurance company or an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. Except to the extent otherwise required by the Act, the policy shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Improvements and Common Elements as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications, and (ii) all physical property alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2), Florida Statutes. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, air conditioning compressors that service only an individual Unit, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Such property and any insurance thereupon is the responsibility of the Unit Owner. Such policies may contain reasonable deductible provisions as determined by the Board of Directors. When available at reasonable premiums (in the determination of the Board or Management Company), extended coverages may also be obtained, including, without limitation, coverages against loss or damage by fire and other hazards covered by an "all-risks" of physical loss form, endorsement or policy, also including coverage for windstorm, terrorism, earthquake and flood and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief and coverage for boiler and machinery. The named insured, if such insurance is purchased by the Association, or the additional insured, if such insurance is purchased by the Management Company or another entity, will be the Association individually and as agent for the Owners collectively, without naming them individually, and as agent for their respective mortgagees.

- (b) Liability. Commercial general liability and automobile liability (if the Association owns any vehicles) insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, subject to this Declaration, with such coverage as shall be required by the Board of Directors, but with combined single limit liability of not less than \$1,000,000.00 for each accident or occurrence, and with versa severability of interest endorsement. The named insured, if such insurance is purchased by the Association, or the additional insured, if such insurance is purchased by the Management Company or another entity, will be the Association individually and as agent for the Unit Owners collectively, without naming them individually, but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Association Property including the Common Elements and membership in the Association. The Association, Developer and Management Company shall not be responsible for any claims, losses, injuries or damages that result from the acts or omissions of the Unit Owners, their agents, tenants, invitees, or guests that occur on the Association Property and Condominium Property or for claims, losses, injuries, or damages, that occur within a Unit.
- (c) Worker's Compensation. Worker's compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance. Flood insurance covering the Insured Property, but only if required by the Primary Institutional First Mortgagee, or if the Board so elects.
- (e) Directors and Officers Insurance. The Association shall obtain and maintain adequate directors and officers liability coverage on behalf of each of the officers and directors of the Association in such amounts and under such terms and conditions as the Association deems appropriate in its sole and absolute discretion.
- (f) Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the members of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its Management Company at any one time.
- (g) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (h) Other Insurance. Such other insurance as the Board of Directors or Management Company (to the extent such authority is granted to the Management Company pursuant to the Management Agreement) shall determine from time to time to be desirable.

When appropriate and obtainable (at a reasonable cost in the determination of the Board), each of the: (i) property insurance policies waive the insurer's rights of subrogation against the Association, Management Company and against the Unit Owners individually and as a group regardless of the cause of loss and (ii) all property policies shall contain a waiver of coinsurance or an agreed amount endorsement and be increased by inflation or a replacement cost inflation factor approved by the insurance company. Additionally, each property policy shall recognize any insurance trustee and that the policy shall be primary for Insured Property, even if a Unit Owner has other insurance that covers the same loss.

- 14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially reduced without at least thirty (30) days' prior written notice to all of the named insureds. Prior to obtaining any policy of property insurance or any renewal thereof or every thirty-six (36) months, the Board of Directors shall obtain an independent insurance appraisal from a fire insurance company, or other competent appraiser, of the replacement cost of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Association or Management Company shall be paid by or for the Association as a Common Expense, including the costs of all insurance required pursuant to the Management Agreement. Premiums may be financed in such

manner as the Board of Directors deems appropriate (without regard for any limitations on borrowing contained in the Declaration, or any of its exhibits). Such policies may contain reasonable deductible provisions which shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The Board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the Board. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible. In the event the reserve is insufficient, a Special Assessment may be necessary.

- 14.5 Share of Proceeds. The Association is hereby irrevocably appointed as an agent and attorney-in-fact for each and every Unit Owner, for each Institutional First Mortgagee and/or each owner of any other interest in the Condominium Property to adjust and settle any and all claims arising under any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims, if any. Nothing herein shall preclude the Board from designating an Insurance Trustee to assume the obligations of the Association for disbursement of insurance proceeds. The Association has the right to appoint the Management Company as Insurance Trustee. The decision to engage or appoint an Insurance Trustee, or not to do so, lies solely with the Board. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares:
- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units.,
 - (b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) Expenses of the Trustee. All expenses of the Insurance Trustee (if any) shall be first paid or provision shall be made therefor.
 - (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
 - (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 14.6 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- 14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by or for the Association and to execute and deliver releases upon the payment of claims.

14.8 Unit Owners' Personal Coverage on the Units and Limited Common Elements. Unless the Association elects otherwise, the insurance purchased by or for the Association shall not cover claims against an Owner due to accidents occurring within his or her Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, to the extent required under the Act, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association. Owners shall obtain at their own cost and expense the insurance stated herein. All such insurance is not the responsibility of the Association or the Management Company and is solely the responsibility of the Owners. Each insurance policy issued to an Owner providing such coverage shall be without rights of subrogation against the Association and Management Company. All real or personal property located within the boundaries of the Units or Guest Suites which is excluded from the coverage to be provided by the Association as set forth below shall be insured by the individual Unit Owner.

- (a) Each Unit Owner shall procure and maintain insurance coverage on Unit Owner's improvements and betterments and personal property located within the boundaries of the Unit and elsewhere including any Limited Common Elements of the Unit Owner (to the extent the Unit Owner is responsible for such Limited Common Elements). Such coverage shall be in an amount not less than the full insurable value or replacement cost of such improvements and betterments and personal property of the Unit Owner including but not limited to all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit Suite and all air conditioning compressors that service only an individual Unit Suite, whether or not located within the Unit boundaries. Such coverage shall provide protection as indicated in 14.2(a) in reasonable amounts. Such coverage shall insure all areas not covered by the Association including but not limited to those areas as defined as outside the scope of the Association's insurance in Section 14.2(a) above.
- (b) Liability Insurance. Each Unit Owner shall procure and maintain on the Unit and assigned Limited Common Elements (to the extent that the Unit Owner is responsible for such Limited Common Elements): (i) general liability insurance, and (ii) automobile liability insurance if the Unit Owner has an assigned parking space and in each case covering bodily injury and property damage in an amount of not less than one million dollars (\$1,000,000) per occurrence. Such coverage shall name the Association and the Management Company additional insureds and provide coverage to such additional insureds on a primary and noncontributing basis; and
- (c) Other Insurance. At their own option any such other insurance as the Unit Owner may elect to procure including but not limited to additional living expenses, loss of use and loss of rents, and special assessment coverage of the Unit and Limited Common Elements (to the extent that the Unit Owner is responsible for such Limited Common Elements). The Unit Owner may carry such additional personal liability and property damage insurance as such Owner may desire respecting such Unit Owner's Unit and improvements installed by such Owner, and the Unit Owner's Limited Common Elements (to the extent that the Unit Owner is responsible for such Limited Common Elements).
- (d) Waiver. All Unit Owners hereby waive all rights of subrogation against the Association and Management Company and any insurance maintained by the Unit Owner must contain a waiver of subrogation rights by the insurer as to the Association and Management Company; provided, however, that a failure or inability of the Unit Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights set forth herein between the Unit Owners and the Association and Management Company. No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a Special Assessment against the Owner's Unit to collect the amount of the diminution.

14.9 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by or for the Association shall not cover claims against an Owner due to accidents occurring within his Unit or Limited Common Element (to the extent the Unit Owner is responsible for such Limited Common Elements), nor casualty or theft loss to the contents of an Owner's Unit or Limited Common

Element (to the extent the Unit Owner is responsible for such Limited Common Elements). It shall be the obligation of the individual Unit Owner, to the extent required under the Act, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association. The Unit Owner shall provide the Association and Management Company with certificates of insurance, and if requested copies of policies, evidencing the insurance required herein upon purchasing the Unit or Limited Common Element **(to the extent the Unit Owner is responsible for such Limited Common Elements) and annual renewals thereof prior to the expiration of the policy.**

Notwithstanding anything contained to the contrary herein, while the Association shall use reasonable efforts to maintain the insurance certificates, policies and/or renewals described above, the Association shall have no obligation to so request and/or maintain same, nor shall the Association have any obligation to take any affirmative action in the event that a Unit Owner fails to maintain adequate insurance hereunder (including without limitation, binding policies in behalf of such Unit Owners or taking any other such measures). Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds the Association, the Management Company and the Developer harmless and agrees to indemnify the Association, the Management Company and the Developer from and against any and all claims made by a Unit Owner and the Unit Owner's guests, tenants and invitees on account of any property damage, personal injury and/or other liabilities and/or damages, including without limitation, all expenses and costs associated with such claims including, without limitation, inconvenience, relocation and moving expenses, lost time, hotel and other accommodation expenses for room and board, all attorneys' fees and other legal and associated expenses through and including all appellate proceedings with respect to a Unit Owner's failure to maintain the insurance coverages required to be maintained by a Unit Owner pursuant to this Section 14.

- 14.10 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
- 14.11 Appointment of Insurance Trustee. The Board of Directors shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association pursuant to Subsection 14.5 above, will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The Association has the right to appoint the Management Company as Insurance Trustee. Fees and expenses of any Insurance Trustee are Common Expenses. Notwithstanding anything contained herein to the contrary, if required by the Primary Institutional First Mortgagee providing financing to the Developer for construction and/or development of the Condominium, such Primary Institutional First Mortgagee shall be appointed as the Insurance Trustee until the Developer is no longer indebted to the Primary Institutional First Mortgagee for construction and/or development of the Condominium.
- 14.12 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.
15. Reconstruction or Repair After Fire or Other Casualty.
- 15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraphs, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured if insurance has been obtained by the Association with respect thereto) and the Association and/or Insurance Trustee (if appointed), as applicable, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If seventy five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the

Owner's share of such fund all mortgages and liens on his or her Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Association holds, or the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Association determines that, or the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- 15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and then applicable building and other codes, and, if the damaged property which is to be altered is the Building, then in accordance with the plans and specifications approved by an affirmative vote representing at least eighty percent (80%) of the voting interest of all Unit Owners.
- 15.3 Responsibility for Repair. Any portion of the Condominium Property that must be insured by the Association against property loss which is damaged shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a Common Expense of the Condominium, except that:
- (a) A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the Rules of the Association by a Unit Owner, the members of his or her family, Unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.
 - (b) The provisions of subparagraph 15.3.(a) also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure.
 - (c) To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this Section is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.
 - (d) The Association is not obligated to pay for reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.
 - (e) A Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board, however, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner must obtain all required governmental permits and approvals before commencing reconstruction. Unit owners are responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry property insurance, and any such reconstruction work undertaken by the Association is chargeable to the unit owner and enforceable as an Assessment.
- 15.4 Special Responsibility. If the damage is only to those parts of the Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair

or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

- (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$500,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
- (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$500,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Subsection 15.4.(a)(i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association or the Management Company to supervise the work.
- (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Property (if not insured or if under-insured), or may be distributed to Owners of the Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his or her portion of the Property. All proceeds must be used to effect repairs to the Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

15.5 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected 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 shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Property, the Association shall charge the Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

15.6 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

- 16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors, a Charge shall be made against a defaulting Unit Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.
- 16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.
 - (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
 - (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:
 - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
 - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- 16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments;

third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
 - (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Subsection 16.5(c)16.4(c) hereof (the "Percentage Balance"); and
 - (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Subsection 16.5(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
 - (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking. Notwithstanding the foregoing, nothing contained herein shall limit or abridge the remedies of Unit Owners provided in Sections 718.303 and 718.506, F.S.
- 16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.
- 16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are

effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of members of the Board of Directors.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the Restrictive Covenant and the following provisions:

17.1 Occupancy of Units. Each Residential Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease of the Unit (as described below), as the case may be. Occupants of an approved leased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee, (ii) an officer, director, stockholder or employee of a corporate lessee, (iii) a partner or employee of a partnership lessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than four (4) persons not so related who maintain a common household in a Unit. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per each bedroom in the Units. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The restrictions in this Subsection 17.1 shall not be applicable to units owned by Developer.

17.2 Pet Restrictions. Except as otherwise provided below, a maximum of two (2) pets weighing less than thirty (30) pounds each may be maintained in a Unit provided that such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, and/or common areas, (c) generally, not a nuisance to residents of other Units or of neighboring buildings and (d) not a breed prohibited by applicable law or reasonably considered to be a nuisance by the Board of Directors (in its sole and absolute discretion); provided that neither the Developer, Developer's Affiliates, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, the Board of Directors, the Management Company, each Unit Owner and the Association in such regard. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor. All pets, when outside the Unit, must be on a leash no longer than six feet (6') in length or in a pet container system approved by the Board. Without limiting the generality of Section 17 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. Notwithstanding anything contained herein to the contrary, the Board may without creating any obligation to do so and upon its sole and absolute discretion, approve additional pets to be maintained within a Unit upon the terms and conditions set forth by the Board from time to time.

Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate shall be deemed to hold the Developer, the Association, and the Management Company, harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, which may arise due to the issuance of the Extra Pet Permit(s) contemplated herein.

No pet may be kept, bred or maintained for any commercial purposes or become a nuisance or annoyance to neighbors. Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. No animal may be kept on a balcony or terrace when its Owner is not in the Unit.

Without limiting the generality to Section 17 hereof, violation of the provisions of this Paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice.

- 17.3 Alterations. Without limiting the generality of Subsection 17.3 hereof, but subject to Section 17.10 hereof, no Unit Owner shall cause or allow improvements or physical or structural changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing or altering any electrical wiring or plumbing systems, installing television antennae, satellite dishes, electronic devices, transmitting and/or receiving equipment, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association (in the manner specified in Subsection 17.1 hereof) and otherwise complying with all requirements of applicable law. Notwithstanding the provisions of Subsection 17.1 above, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

Curtains, blinds, shutters, levelors, or draperies (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Unit Owner, at such Owner's sole cost, with items acceptable to the Association.

- 17.4 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In that regard, each Unit Owner, by acceptance of a deed for a Unit, thereby covenants and agrees that it is the intention of the Developer that the stairwells of the Building are intended primarily for ingress and egress, and as such may be constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. Similarly, the garage and utility pipes serving the Condominium are intended primarily for functional purposes, and as such may be left unfinished without regard to the aesthetic appearance of same.
- 17.5 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law or the Restrictive Covenant). In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. For clarity, no outdoor social functions shall be permitted between the hours of 11:00 PM and 8:00 AM, seven (7) days a week.
- 17.6 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Subsection 17.6. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Subsection 17.6.
- 17.7 Leases. No Unit or portion of a Unit may be rented for an initial term of less than three (3) months. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (b) the Association shall have the right to terminate the lease or restrict the tenant's use of Common Elements upon default by the tenant in observing any of the provisions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the

Association. The Unit Owner will be jointly and severally liable with the tenant in its Unit to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefor. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Association may charge a fee in connection with the approval of any lease, sublease, or other transfer of a Unit requiring approval, provided, however that such fee may not exceed \$100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant, and provided further, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. If so required by the Association, a tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owner, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Management Company, the Developer and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

- 17.8 Weight, Sound and other Restrictions. Unless installed by the Developer or Developer's Affiliates, or meeting the sound insulation specifications and color requirements (with respect to floor coverings on balconies), established from time to time by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will not be permitted in Units. Even once approved by the Board, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and same must be installed prior to the Unit being occupied. Chipping, grinding and/or bushing of the concrete slab is expressly prohibited. Additionally, the floor coverings (and insulation and adhesive material therefor) installed on any balcony shall not exceed a thickness that will result in the finish level of the balconies being above the bottom of the scuppers or would result in the rails being below the required height (as established by the applicable building code). Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building. All areas within a Unit, unless containing floor coverings installed by the Developer or to receive floor covering meeting the sound insulation specifications established from time to time by the Board, are to receive sound absorbent, less dense floor coverings, such as carpeting. The Board will have the right to specify the exact material to be used on balconies, and no floor coverings may be installed on a balcony which would interfere with or block weep holes or exceed the height of sliding glass door tracks or otherwise compromise the waterproofing systems of the Building, including without limitation, any caulking and/or coatings. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

- 17.9 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board, masonry block or concrete wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall continuously run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F or less, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth herein, in the event that the Association reasonably believes that the provisions of this Subsection 17.9 are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed Charges hereunder). Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds the Association, the Management Company and the Developer, Developer's Affiliates, Developer's third party consultants, including, without limitation, Developer's architect harmless and agrees to indemnify the Association, the Management Company and the Developer from and against any and all claims made by the Unit Owner and the Unit Owner's guests, tenants and invitees on account of any illness, allergic reactions, personal injury and death to such persons and to any pets of such persons, including all expenses and costs associated with such claims including, without limitation, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, all attorneys' fees and other legal and associated expenses through and including all appellate proceedings with respect to all matters mentioned in this Subsection 17.9.
- 17.10 Exterior Improvements. Without limiting the generality of Subsections 17.3 or 17.12 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, satellite dishes, screens, window tinting, furniture, fixtures and equipment), change the appearance, whether by paint or otherwise, of any exterior wall, or exterior balcony face, change and/or modify the exterior wall system and/or any handrails or balcony walls or railings, without the prior written consent of the Association. Unit Owners may attach a religious object on the mantel or frame of the Unit Owner's door not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.
- 17.11 Association Access to Units. In order to facilitate access to Units by the Association for the purposes set forth in this Declaration it shall be the responsibility of all Unit Owners to deliver a set of keys to

their respective Units (or to otherwise make access available) to the Association for use in the performance of its functions. No Unit Owner shall change the locks to their Unit (or otherwise preclude access by the Association) without so notifying the Association and delivering to the Association a new set of keys (or otherwise affording access) to such Unit.

- 17.12 Exterior Storm Shutters. The Board of Directors shall, from time to time, establish exterior storm shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for exterior storm shutters. Subject to the provisions of Subsection 17.1 above, the Association shall approve the installation or replacement of exterior storm shutters conforming with the Board's specifications. The Board may, with the approval by an affirmative vote representing a majority of the voting interest of all Unit Owners, install exterior storm shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection that comply with or exceed the applicable building code and thereafter shall (without requiring approval of the membership) maintain, repair or replace such approved shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if storm protection, laminated glass or window film, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, that complies with or exceeds the current applicable building code has been previously installed, the Board may not install exterior storm shutters, impact glass, code-compliant windows or doors or other types of code-compliant storm protection except upon approval by an affirmative vote representing a majority of the voting interests of all Unit Owners. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

To the extent that Developer provides exterior storm shutters for any portions of the Building (which it is not obligated to do) or if the Association obtains exterior storm shutters for any portion of the Condominium Property, the Association (as to shutters for the Common Elements) and the Unit Owners (as to shutters covering doors or windows to a Unit) shall be solely responsible for the installation of such exterior storm shutters from time to time and the costs incurred by the Association (as to installation of shutters for the Common Elements) shall be deemed a part of the Common Expenses that are included in the Assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation, development of appropriate plans to allow for the timely installation of the shutters for the Common Elements, and all obligations with respect to the repair, replacement and/or upgrade of the shutters for the Common Elements. Developer shall have no obligations with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters. Nothing herein shall obligate the Association to install shutters protecting individual units, nor to open or close same as a storm is approaching, or after it passes.

- 17.13 Walkways. An owner shall not place or cause to be placed in the walkways or in or on any common elements and facilities, stairs, or stairwells, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. The Association may permit a unit owner to place small potted plants near the front doors of the unit so long as the potted plants do not protrude into or block access to the common walkways. The Association reserves the right to restrict or prohibit the placement of potted plants on the common elements.
- 17.14 Displays. It is prohibited to hang garments, rugs, etc., from the windows or balconies from any of the facades of the buildings. Any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags. The Association may not refuse the request of a unit owner for a reasonable accommodation for the attachment on the mantle or frame of the door of the unit owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep. Notwithstanding the governing documents of the Condominium, the Board of Administration without any requirement for approval from the unit owners may install upon or within the common elements or Association property solar collectors, or other energy-efficient devices based on renewable resources for the benefit of the unit owners.

- 17.15 Automobile Space. No auto parking space may be used for any purpose other than parking automobiles, sport utility vehicles and non-commercial pick-up trucks which are in operating condition with a current license tag. Other vehicles such as commercial trucks, trucks other than pickup trucks, motorcycles, recreational vehicles, motorhomes, trailers, and boats, shall be parked in parking areas, open or enclosed, designated by the Board of Administration, if any. In the event boats, motorhomes or recreational vehicles are permitted to be parked in designated areas, overnight camping in these vehicles is prohibited. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon premises. All owners and resident of the condominium are restricted to two (2) permitted vehicles per unit without the association's consent to bring additional vehicles on the premises. All vehicles shall be parked in the open parking spaces except when loading or unloading vehicles.
- 17.16 Developer Rights. Until the Developer has closed all the sales of the units in the condominium, neither the other unit owners nor the Association shall interfere with the sale of such units. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including but not limited to maintenance of a sales office, model units, the showing of the other common elements or areas, including but not limited to, lobbies, exercise room, or prohibit the use of the sales office by anyone until the sale of all units is completed by the Developer.
- 17.17 Safety. No Unit Owner shall allow anything whatsoever to fall from the window, patio, balcony or doors of the premises, or allow anyone to sweep or throw from the premises any dirt or other substance into any of the corridors, balconies, elevators, ventilators, or elsewhere in the building or upon the grounds. A unit owner shall not place, store or use any item, upon any balcony without the approval of the Association, other than standard patio chairs, tables and furnishings. Gas, electric, charcoals, or any other type of cooking is prohibited on the balcony. Potted plants are permitted on balconies.
- 17.18 Recorded Agreements; Development Approvals. The use of the Units, the Condominium Property and the Association Property shall at all times comply with all conditions and/or limitations imposed in connection with the approvals and permits issued by the City for the development of the Improvements, and all restrictions, covenants, conditions, limitations, agreements, reservations and easement now or hereafter recorded in the public records, including, but not limited to, the Restrictive Covenant.
- 17.19 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown, as determined by the Association in its sole discretion.
- 17.20 Notification of the Transfer of Units. Any Unit Owner who transfers the ownership of their Unit, whether by sale, contract or deed, gift or other conveyance, shall at least ten (10) days prior to the transfer of such Unit, notify the Association of the pending transfer of the Unit and provide the Association with the name of the person or entity to whom the Unit is being transferred. In addition, the Unit Owner must provide a forwarding mailing address where such Unit Owner will receive mail.
- 17.21 Time Share Estates. Time-share estates are prohibited.
- 17.22 Effect on Developer. The restrictions and limitations set forth in this Section 17 shall not apply to the Developer nor to Units owned by the Developer.
18. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner are governed by and must comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- 18.1 Mandatory Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration and pay the arbitration fee required by Section 718.1255(4)(a), Florida Statutes. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent

jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and reasonable attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be charged the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

- 18.2 Negligence and Compliance. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by the Owner's negligence or by that of any member of the Owner's family or the Owner's guests, employees, agents, invitees or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines (in accordance with and as and to the extent permitted by, the provisions of Subsection 18.3 below), to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Subsection 18.2 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his or her reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

- 18.3 Fines. In addition to any and all other remedies available to the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or the By-Laws or Rules and Regulations of the Association, provided the following procedures are adhered to:

- (a) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- (b) Hearing. The non-compliance shall be presented to a committee of other Unit Owners, who are neither Board members nor persons residing in a Board member's household, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting. If the committee does not agree with the fine, the fine may not be levied. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not agree, the fine or suspension may be opposed.

- (c) Fines. The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. At the time of the recordation of this Declaration, the Act provides that no fine may exceed \$100.00 per violation, or \$1,000.00 in the aggregate.
 - (d) Violations. Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 - (e) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 - (f) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.
 - (g) Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.
 - (h) Proviso. Notwithstanding the foregoing, the notice and hearing requirements of this subsection do not apply to the imposition of fines against a Unit Owner or a Unit's occupant, licensee, or invitee because of failing to pay any amounts due the Association. If such a fine is imposed, the Association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.
- 18.4 Suspension. An Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Declaration, the By-Laws or reasonable rules of the Association. A suspension may not be imposed unless the Association first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree, the suspension may not be imposed. If a Unit Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association Property until the monetary obligation is paid. This subsection does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The notice and hearing requirements set forth above do not apply to suspensions imposed in connection with monetary delinquency under this subsection. Any suspension imposed pursuant to this subsection must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery.
- The Association may suspend the voting rights of a Member due to nonpayment of any monetary obligation due to the Association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. The notice and hearing requirements set forth above do not apply to suspensions imposed under this subsection. Any suspension imposed pursuant to this subsection must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery.
- 18.5 Waiver of Jury Trial. To the maximum extent lawful, the Association and each Unit Owner agree that neither a Unit Owner, the Association nor any assignee, successor, heir, or legal representative of a Unit Owner or the Association (all of whom are hereinafter referred to as the "parties") shall seek a jury trial in any lawsuit, proceedings, counterclaim, or any other litigation procedure based upon or arising out of the Declaration, any exhibits attached hereto, the act or any actions, dealings or relationship between or among the parties, or any of them. None of the parties will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial has not been waived.

19. Termination of Condominium. The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (b) terminated pursuant to a Plan of Termination (as defined in the Act) approved by at least eighty percent (80%) of the total voting interests of the Condominium, provided that not more than 5 percent of the total voting interests of the Condominium have not rejected the Plan of Termination by negative vote or by providing written objections thereto. In the event such withdrawal is authorized as aforesaid, and provided that the Board first notifies the Division of an intended withdrawal, the Condominium regime shall be terminated in accordance with the terms of a Plan of Termination complying with the provisions of Section 718.117, Florida Statutes. The Association shall provide the Division with notice of the adoption of a Plan of Termination as required by the provisions of Section 718.117, Florida Statutes. This Section may not be amended without the consent of the Developer as long as it owns any Unit and is offering same for sale in the ordinary course of business. In the event of a termination of the Condominium, the owner(s) of the land shall be jointly and severally responsible for the operation and maintenance of the surface water management system serving the Condominium Property.
20. Additional Rights of Mortgagees and Others.
- 20.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.
- 20.2 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of:
- (i) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
 - (j) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;
 - (k) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - (l) any proposed action which requires the consent of a specified number of mortgage holders.
- 20.3 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.
21. Water and Sewer Lines. The water line from each building up to, but not including, the water meter, shall be part of the Common Elements and maintained by the Association. Each water meter and the lines supplying water from the water source to the water meter is not a part of the condominium Property and is owned and maintained by the City of Titusville. The sewer line from each building up to, but not including, the main collection line, shall be part of the Common Elements and maintained by the Association. The main collection line and the sewer line from there to the sewage treatment facility is not a part of the Condominium Property and is owned and maintained by the City of Titusville.
22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, By-Laws and applicable rules and regulations, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

23. Disclaimer of Warranties. Except only for those warranties provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Section 718.203, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium as well as the conversion inspection report included in the Prospectus. The Unit Owner has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof.

Additionally, properties in Florida are subject to tropical conditions, which may include quick, heavy rain storms, high blustery winds, hurricanes and/or flooding. These conditions may be extreme, creating sometimes unpleasant or uncomfortable conditions or even unsafe conditions, and can be expected to be more extreme at properties like the Condominium. At certain times, the conditions may be such where use and enjoyment of outdoor amenities such as the pools, pool deck and/or other temporary structures may be unsafe and/or not comfortable or recommended. These conditions are to be expected at properties near the water. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks, conditions and liabilities associated with these conditions and to have released and indemnified Developer, Developer's Affiliates, the Management Company, and the Developer's third party consultants, including without limitation, the Developer's architect and the Association, from and against any and all liability or claims resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, inconvenience and/or personal injury and death to or suffered by a Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence (and any other person or any pets). Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer, Developer's Affiliates nor the Developer's third party consultants, including without limitation, the Developer's architect, the Management Company, and Association shall be responsible for any of the conditions described above, and Developer hereby disclaims any responsibility for same which may be experienced by any Owner, its pets, its family members and/or its or their guests, tenants and invitees.

Further, given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer, Developer's Affiliates and the Developer's third party consultants, including without limitation, the Developer's architect, the Management Company, and the Association from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer, the Management Company, Developer's Affiliates nor any of Developer's third party consultants, including without limitation, Developer's architect and the Association, shall be responsible, and the Developer hereby disclaims any responsibility for any

illness or allergic reactions, personal injury or death which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

Each Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Owner, for itself, its successors and assigns, agrees to release Developer, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them ("Developer's Affiliates") and the Management Company from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer, Management Company or Developer's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter. Each owner further understands and agrees that the structure of the Building may contain decorative louvers that block and/or obstruct a Unit Owner's view from their Unit or other portions of the Condominium Property. Each Owner agrees to release Developer, Developer's Affiliates and the Management Company from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer or Developer's Affiliates or the Management Company related to their view being blocked and/or obstructed by such decorative louvers.

Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section 23, neither the Management Company, Developer nor Developer's Affiliates make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty. Notwithstanding the foregoing, the Developer shall not be excused from any liability under, or compliance with, the provisions of Section 718.506, Florida Statutes.

24. Water Management District Issues. The following provisions are set forth in satisfaction of the requirements of the District:
 - 24.1 Except only as limited in this Declaration, the Articles, By-Laws or the Act, the Association shall have all of the powers set forth in Chapters 617 and 718, Florida Statutes, and shall expressly, have the following powers: (a) to own and convey property; (b) to operate and maintain Common Elements, including the surface water management system as permitted by the District including all lakes, retention areas, culverts and related appurtenances; (c) to establish rules and regulations; (d) to assess members and enforce said Assessments; (e) to sue and be sued; and (f) to contract for services (if the Association contemplates employing a maintenance company) to provide services for operation and maintenance.
 - 24.2 As and to the extent set forth herein and in the Articles, each Owner shall be a member of the Association.
 - 24.3 Notwithstanding anything to the contrary set forth in this Declaration, the Articles, or By-Laws, if the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government, provided, however, that if such conveyance

is not accepted, the surface water management system will be conveyed to a similar non-profit corporation.

- 24.4 The surface water management system serving the Condominium (to the extent contained within the Condominium Property) shall be deemed part of the Common Elements, and as such, the Association is responsible for the operation and maintenance of the surface water management system serving the Condominium.
 - 24.5 The Common Expenses shall include any and all costs for the operation, maintenance and, if necessary, replacement of the surface water management system, and the costs for same shall be Assessed against all Unit Owners.
 - 24.6 Any amendment to this Declaration, the Articles or By-Laws which would affect the surface water management system, conservation areas or water management portions of the Common Elements will be submitted to the District for a determination of whether the amendment necessitates a modification of the existing permit for the surface water management system (the "Permit").
 - 24.7 All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein.
 - 24.8 If wetland mitigation or monitoring is required, the Association shall be responsible to carry out such obligations successfully, including, without limitation, meeting all Permit conditions associated with wetland mitigation, maintenance and monitoring.
 - 24.9 Copies of the Permit and any future permit actions shall be maintained by the Association's registered agent for the Association's benefit.
 - 24.10 The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas, if any, under the responsibility or control of the Association.
25. Additional Provisions.
- 25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by either hand delivery, recognized overnight courier service or certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by either hand delivery, recognized overnight courier service or first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by either hand delivery, recognized overnight courier service or first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
 - 25.2 Interpretation. Except where otherwise provided herein, the Board of Directors shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
 - 25.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
 - 25.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

- 25.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 25.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 25.7 Waiver of Jury Trial. TO THE MAXIMUM EXTENT LAWFUL, THE ASSOCIATION AND EACH UNIT OWNER AGREE THAT NEITHER A UNIT OWNER, THE ASSOCIATION NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF A UNIT OWNER OR THE ASSOCIATION (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THE DECLARATION, ANY EXHIBITS ATTACHED HERETO, THE ACT OR ANY ACTIONS, DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED.
- 25.8 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, Subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 25.9 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 25.10 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his or her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws, and applicable rules and regulations, are fair and reasonable in all material respects.
- 25.11 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and Developer's Affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer or the Association, either independently or jointly, as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Subsection may not be amended without the consent of the Developer.
- 25.12 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 25.13 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 25.14 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests,

invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

- (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;
- (b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and
- (c) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of such Owner's acceptance of title to a Unit) and each other person having an interest in or lien upon, or making use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein. As used herein, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including the Management Company), subcontractors, successors, nominees and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 11th day of October, 2019, 2022.

Signed in the presence of

River Palms Riverfront Development, LLC, a
Florida limited liability company,

Name: [Signature]
[Signature]

By: [Signature]
Maurice Kods, Managing Manager

Name: [Signature]
[Signature]

By: [Signature]
Robert Kods, Managing Manager

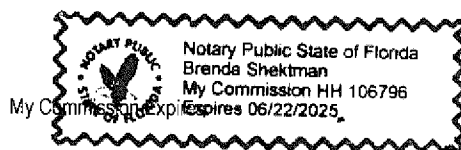
Name: [Signature]
[Signature]

Name: [Signature]
[Signature]

Address: 6525 3rd Street, Suite 409
Rockledge, FL 32944

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

The foregoing Declaration was acknowledged before me, this 11th day of October, 2019, 2022 by Maurice Kods, as Managing Manager of River Palms Riverfront Development, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced _____ as identification..



[Signature]
Name: Brenda Shekman

Notary Public, State of Florida
Commission No.: 6122/25

(Notarial Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

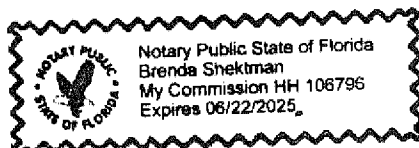
The foregoing Declaration was acknowledged before me, this 11th day of October, 2019, 2022 by Robert Kods, as Managing Manager of River Palms Riverfront Development, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced _____ as identification..

My Commission Expires:

[Signature]
Name: Brenda Shekman

Notary Public, State of Florida
Commission No.: 6122/25

(Notarial Seal)



JOINDER

RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, **RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.** has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 11th day of October, ~~2019~~ 2022

Witnessed by:

RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

Tina Johnson
Name: TINA JOHNSON

By: [Signature]
Robert Kodsi, President

Ross Van Wallendael
Name: Ross Van Wallendael

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

The foregoing joinder was acknowledged before me this 11th day of October, ~~2019~~ 2022, by Robert Kodsi, as President of **RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of said corporation. He is personally known to me or has produced _____ as identification.

Brenda Shekman
Name: Brenda Shekman

My Commission Expires:

Notary Public, State of Florida
Commission No.: 6122/25

(Notarial Seal)



Estimated Operating Budget of
River Palms Riverfront Condominium
January 1, 2023 - December 31, 2023

ITEM	MONTHLY	ANNUALLY
EXPENSES FOR ASSOCIATION AND CONDOMINIUM		
A. Administrative Expenses:		
Accounting	1,400.00	16,800.00
Office Expense	250.00	3,000.00
B. Management Fees	N/A	N/A
C. Maintenance:		
Maintenance Personnel	2,700.00	32,400.00
Exterminating/Units	500.00	6,000.00
Pest Control/Grounds	400.00	4,800.00
Fire Extinguisher Inspection	64.00	768.00
Elevator Maintenance	2,000.00	24,000.00
Pool Service & Chemicals	400.00	4,800.00
Trash Removal	750.00	9,000.00
Grounds, Lawn Service	1,000.00	12,000.00
Building Supplies & Repairs	1,900.00	22,800.00
D. Rent for Recreational and Other Commonly Used Facilities	N/A	N/A
E. Taxes Upon Association Property	N/A	N/A
F. Taxes Upon Leased Areas	N/A	N/A
G. Insurance	3,665.76	43,989.10
H. Security Provisions		
Fire Alarm	200.00	2,400.00
Elevator, Phone Monitoring	665.76	7,989.10
I. Other Expenses:		
Electric	5,000.00	60,000.00
Water and Sewer	6,000.00	72,000.00
Elevator Telephone	200.00	2,400.00
TV Cable	3,900.00	46,800.00
Elevator Permit & Inspection	100.00	1,200.00
Gas/Licenses / Permits (Pool)	200.00	2,400.00
J. Operating Capital	N/A	N/A
K. Reserves: (All reserves are restricted)		
Reserve for Deferred Maintenance	N/A	N/A
Reserve for Depreciation	N/A	N/A
Other Reserves:	N/A	N/A
Roof Replacements:		
Estimated Useful Life: 20 Years		
Estimated Remaining Useful Life: 20 Years		
Estimated Replacement Cost \$200,000.00	833.33	10,000.00
Estimated Fund Balance as of _____ \$		
Building Repaintings:		
Estimated Useful Life: 10 Years		
Estimated Remaining Useful Life: 10 Years		
Estimated Replacement Cost \$ 200,000.00	2,335.15	28,021.80
Estimated Fund Balance as of _____ \$		
Pavement Resurfacing:		
Estimated Useful Life: 20 Years		
Estimated Remaining Useful Life: 20 Years		
Estimated Replacement Cost \$75,000.00	312.50	3,750.00
Current Balance in Reserve Account: \$		
L. Fees Payable to Division:	33.35	400.00
EXPENSES FOR UNIT OWNER:		
A. Rent for the Unit, if Subject to Lease	N/A	N/A
B. Rent Payable by Unit Owner Directly to Lessor or Agent Under any Recreational Lease or Lease for the Use of Commonly Used Facilities	N/A	N/A
TOTALS:	34,809.85	417,718.00
PROJECTED OPERATING BUDGET PER UNIT (100 UNITS)	350.00	4,200.00

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

THE ABOVE ITEMS ARE ASSOCIATION EXPENSES COLLECTIBLE BY ASSESSMENT FROM THE UNIT OWNERS.

THE DEVELOPER GUARANTEES THAT THE ASSESSMENTS WILL NOT BE MORE THAN \$350.00 PER MONTH FROM THE DATE OF RECORDING THE DECLARATION OF CONDOMINIUM UNTIL DECEMBER 31, 2023 AND HAS OBLIGATED ITSELF TO PAY ANY AMOUNT OF COMMON EXPENSES INCURRED DURING SAID PERIOD OF TIME NOT PRODUCED BY THE ASSESSMENTS AT THIS GUARANTEED LEVEL. THE DEVELOPER HAS THE OPTION TO EXTEND THE GUARANTEE PERIOD FOR FIVE (5) ADDITIONAL ONE (1) YEAR PERIODS THROUGH DECEMBER 31, 2028 (SEE PAGE 23 OF THE DECLARATION)

WITHOUT IN ANYWAY LIMITING ANY DEVELOPER GUARANTEES THAT THE ASSESSMENTS WILL NOT BE MORE THAN \$350.00 PER MONTH AS SET FORTH ABOVE, DEVELOPER SHALL HAVE NO OBLIGATION TO PAY ANY RESERVES ON UNITS UNTIL THE BUILDING IN WHICH THE PROPOSED UNITS ARE LOCATED ARE BUILT, AND A CERTIFICATE OF OCCUPANCY IS ISSUED.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

THE BUDGET STATED IS FOR A PERIOD OF TWELVE (12) MONTHS.

Surveyor's Certificate For River Palms Riverfront, A Condominium

STATE OF FLORIDA
COUNTY OF BREVARD

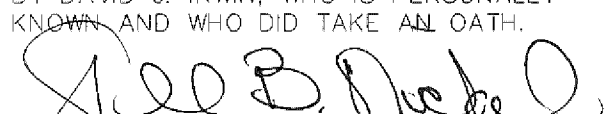
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND ACKNOWLEDGMENTS, PERSONALLY APPEARED "DAVID J. IRWIN", BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS AN OATH AS FOLLOWS, TO-WIT:

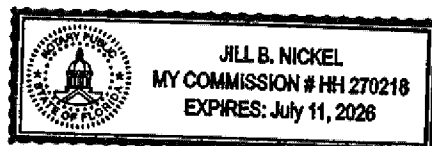
I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS NOT SUBSTANTIALLY COMPLETE; HOWEVER, THE SOUTH TOWER BUILDING, RECREATION BUILDING, AND POOL ARE SUBSTANTIALLY COMPLETE AND THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING RIVER PALMS RIVERFRONT, A CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATIONS AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 11th DAY OF OCTOBER 2022, A.D.

BY: 
DAVID J. IRWIN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6672
ALLEN ENGINEERING, INC.

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS 11th DAY OF OCTOBER 2022, A.D.
BY DAVID J. IRWIN, WHO IS PERSONALLY
KNOWN AND WHO DID TAKE AN OATH.

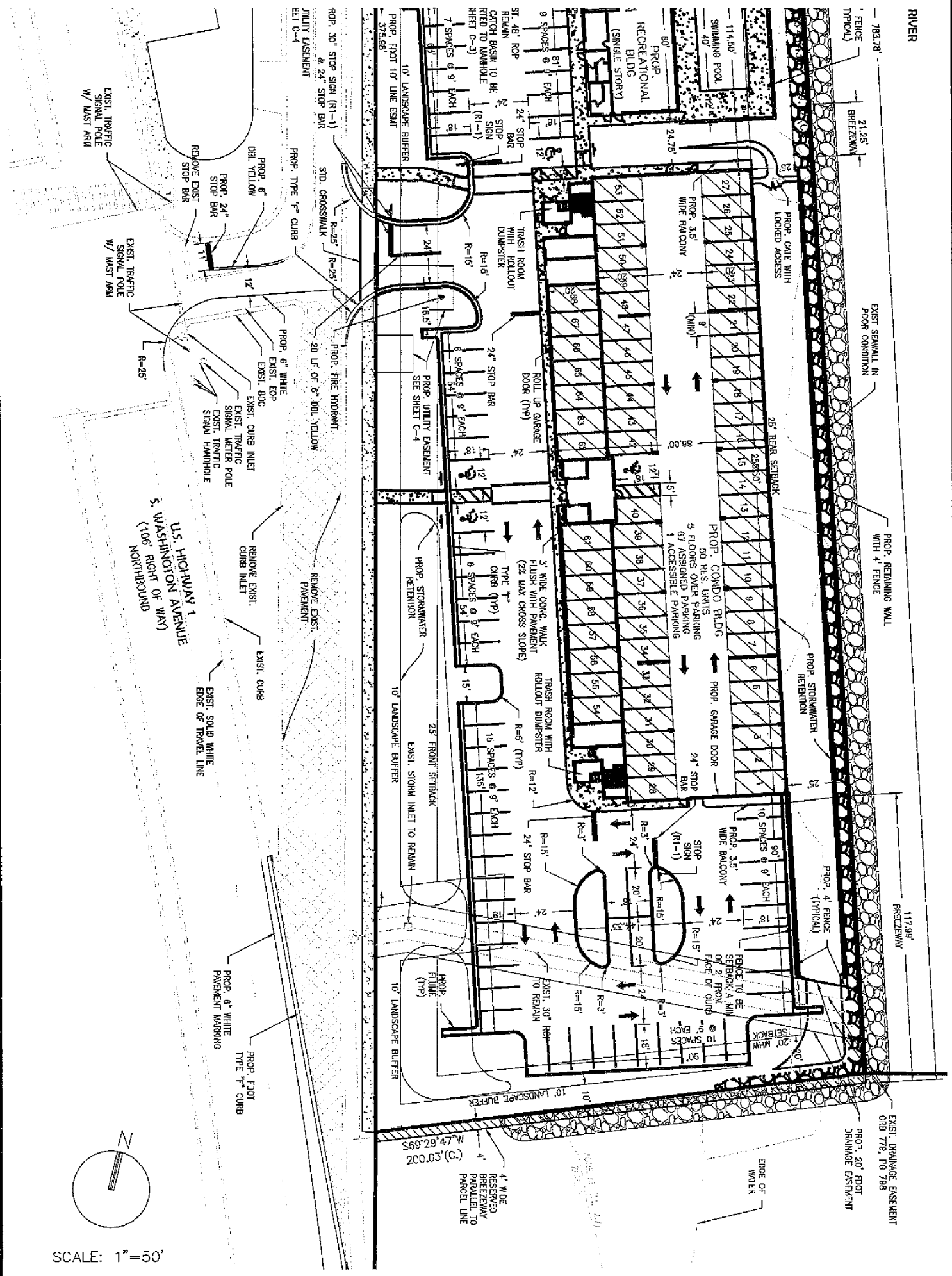

JILL B. NICKEL
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 11, 2026
MY COMMISSION NO IS: HH 270218



River Palms Riverfront, A Condominium

Sketch of Graphic Plot Plan

Matchline - See Sheet 1

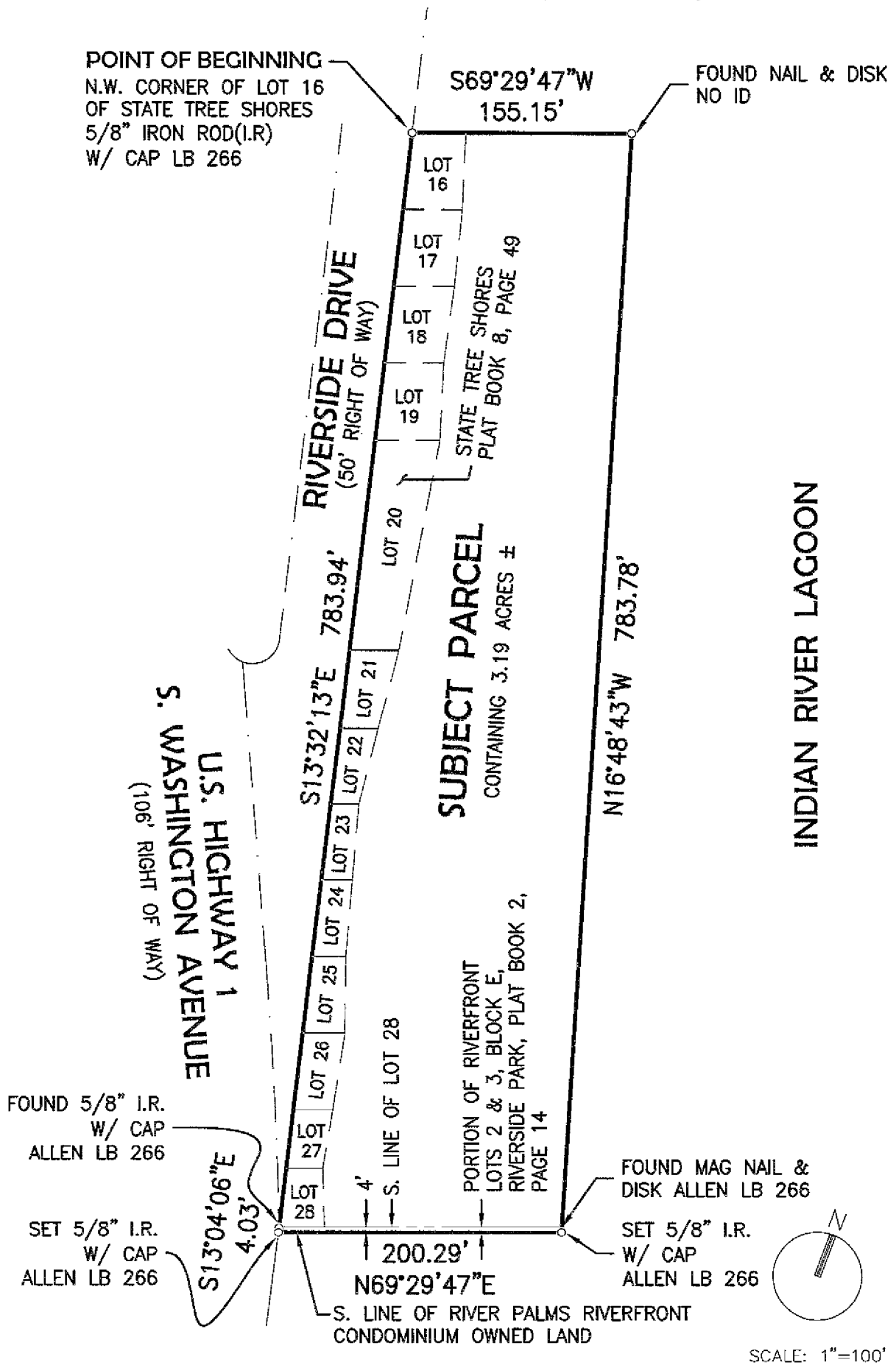


- Legend:**
- INDICATES COMMON ELEMENTS
 - ▨ INDICATES COMMON ELEMENTS WHOSE USE IS LIMITED TO CERTAIN UNITS

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 14, 2021
REVISED OCTOBER 11, 2022

River Palms Riverfront, A Condominium

Sketch Of Boundary Survey



Surveyor's Notes:

1. See sheet 4 for the notes concerning the sketch of survey.
2. See sheet 4 for the notes concerning the Sketch of Boundary Survey.
3. See sheet 4 for the description of the condominium owned property.

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 21, 2020
REVISED OCTOBER 11, 2022

EXHIBIT "A"

SHEET 3 OF 37

River Palms Riverfront, A Condominium

Description:

River Palms Riverfront Condominium Owned Land

A portion of Lots 16 through 28, STATE TREE SHORES, according to the plat thereof as recorded in Plat Book 8, Page 49, and a portion of Riverfront Lots 2 and 3, Block E, RIVERSIDE PARK, according to the plat thereof as recorded in Plat Book 2, Page 14, all of the Public Records of Brevard County, Florida, and lying within Section 10, Township 22 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Lot 16; thence S13°32'13"E, along the East line of said Lots 16 through 28 and the East right of way line of Riverside Drive, a distance of 783.94 feet, to the Southwest corner of said Lot 28, said point also being the intersection of the east right of way line of Riverside Drive with the East right of way line of State Road No. 5 (A.K.A. US Highway 1 and S. Washington Avenue); thence S13°04'06"E, along said East right of way line of State Road No. 5, a distance of 4.03 feet; thence N69°29'47"E, parallel with the South line of said Lot 28, a distance of 200.29 feet; thence N16°48'43"W, a distance of 783.78 feet, to a point on the easterly extension of the North line of said Lot 16; thence S69°29'47"W, along the easterly extension of and, the north line of said Lot 16, a distance of 155.15 feet, to the POINT OF BEGINNING; Containing 3.19 acres, more or less.

Surveyor's Notes Concerning Sketch Of Survey:

1. The bearings shown hereon are referenced to the Florida State Plane Coordinate System, Florida East Zone, North American Datum of 1983, 2011 adjustment (NAD 83/2011) and are based on a bearing of N23°06'11"W, as inverted between Brevard County GPS monuments stamped "GPS 5049 BRUCE 2003" and "GPS 5050 LYNN 2003".
2. The mean high water line per Chapter 177, Part II of the Florida Statutes was not located as part of this survey.
3. According to FIRM (Flood Insurance Rate Map) Map Number 12009C0210H, Panel Number 125152 0210 H, Map Revised Date: January 29, 2021, this property lies within FIRM Zones AE (EL. 4) and X.

Surveyor's Notes Concerning The Graphic Plot Plan:

1. The information shown on sheets 1-2 OF 37 is based on an approved site plan prepared by Clayton A. Bennett, Professional Engineer of Bennett Engineering & Consulting, LLC. The approved site plan is made a part of this exhibit by reference.
2. River Palms Riverfront, A Condominium, consists of 2 buildings noted as "North Tower" and "South Tower". Each tower has 5 residential levels and 1 garage level for a total of 6 levels. There are 50 units in North Tower and 50 units in South Tower for a total of 100 units. Excluding elevator height, each tower is 57.00 feet above grade. The condominium also consists of 1 single story recreation building and 1 swimming pool.
3. The units numbered in each tower are shown on sheets 7 through 16. The balconies adjacent to each unit are common elements that are limited in use to that unit.
4. The garage level in each tower has assigned parking spaces that are numbered. These spaces are common elements that are limited to certain units as set forth in the declaration of condominium. Refer to the garage level plans shown on sheets 5 and 6.
5. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the Declaration of Condominium.

Surveyor's Certification:

I hereby certify to the best of my knowledge and belief the Sketch of Survey shown on Sheet 3 is an accurate representation of a survey made under my direction, in accordance with all applicable requirements of the "Standards of Practice" as described in Chapter 5J-17 Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ALLEN ENGINEERING, INC.

BY:

DAVID J. IRWIN
Professional Surveyor & Mapper
Florida Registration No. 6672

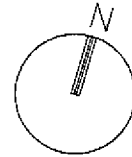
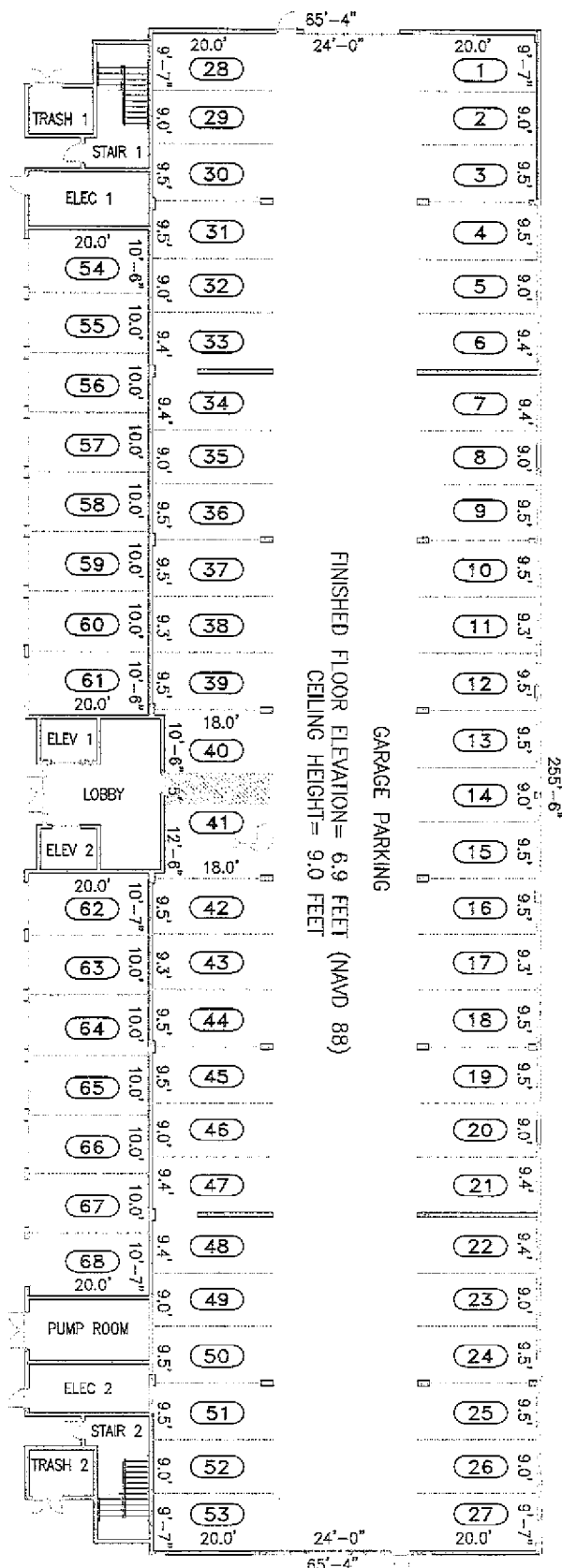
ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
NOVEMBER 12, 2020
REVISED OCTOBER 11, 2022

EXHIBIT "A"

SHEET 4 OF 37

River Palms Riverfront, A Condominium

First (Garage) Level Plan ~ North Tower
Not Substantially Complete



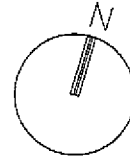
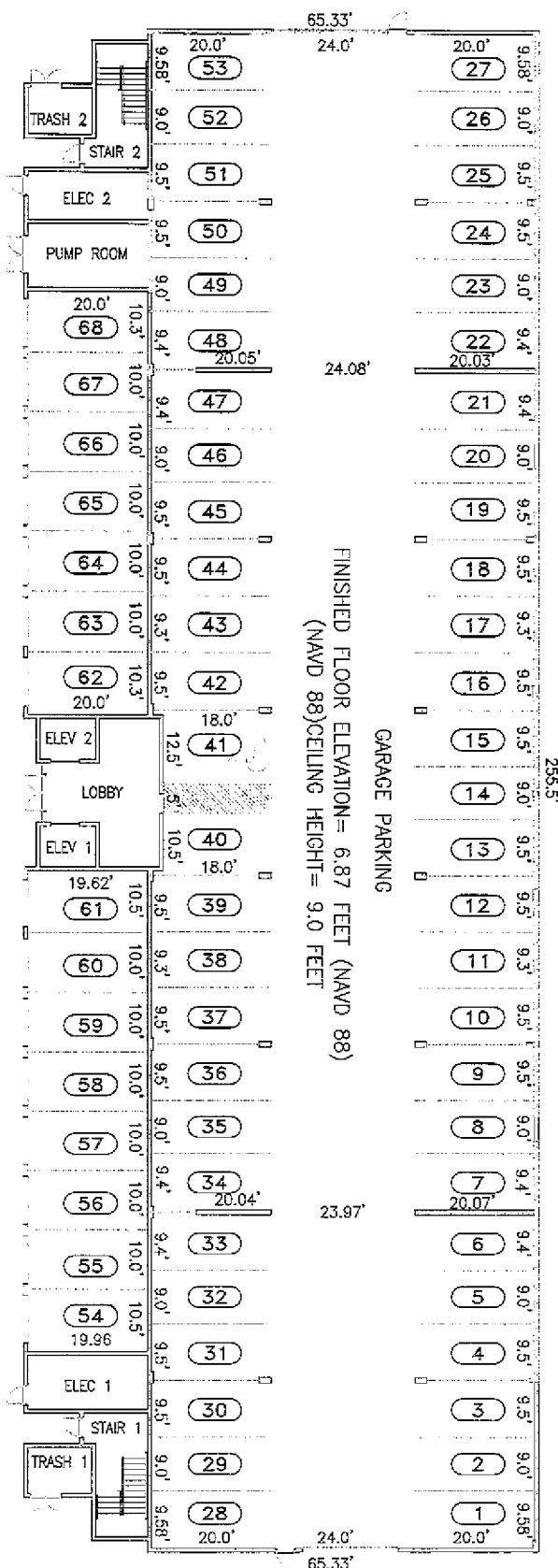
SCALE: 1"=30'

Surveyor's Notes:

1. The first (garage) level finished floor elevation is 6.9 feet.
2. The finished ceiling elevation varies.
3. All areas and improvements shown on this plan are common areas of the condominium, however, the parking spaces shown with parking space designations i.e., "10" indicates the parking space designation" are common elements limited to the use of certain units as set forth in the declaration of condominium.
4. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
5. The garage plan was prepared by MelD Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

First (Garage) Level Plan ~ South Tower



SCALE: 1"=30'

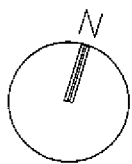
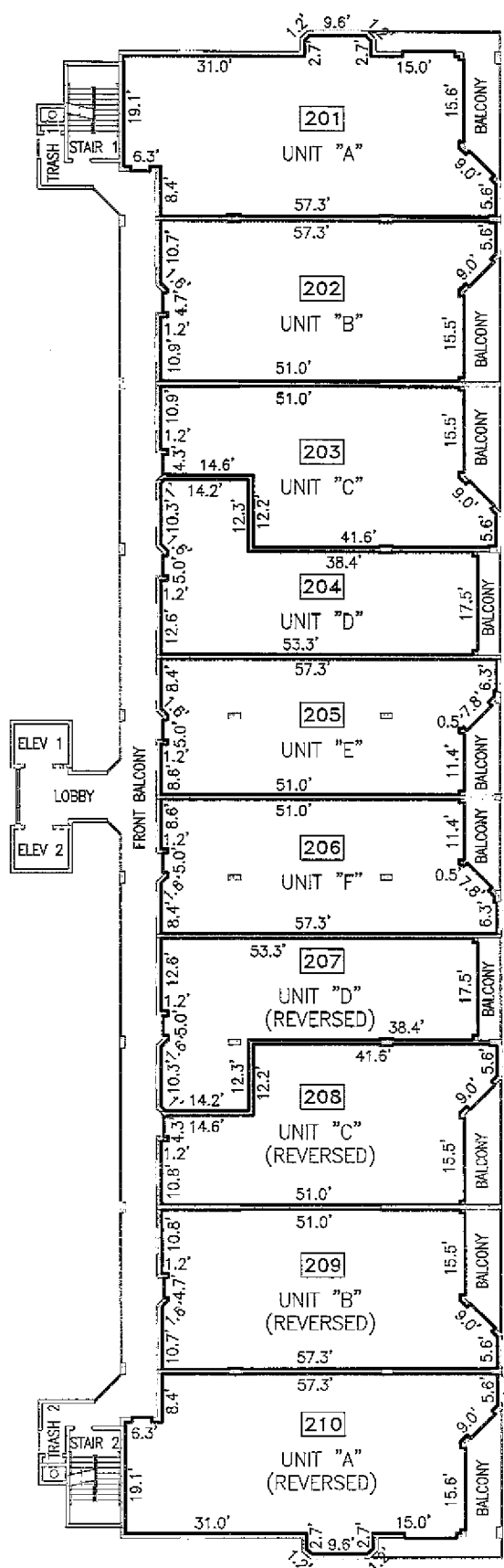
Surveyor's Notes:

1. The first (garage) level finished floor elevation is 6.87 feet.
2. The finished ceiling elevation varies.
3. All areas and improvements shown on this plan are common areas of the condominium, however, the parking spaces shown with parking space designations i.e., "10" indicates the parking space designation" are common elements limited to the use of certain units as set forth in the declaration of condominium.
4. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
5. The garage plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Second (Living) Floor Plan ~ North Tower

Not Substantially Complete



SCALE: 1"=30'

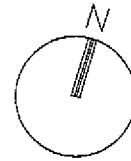
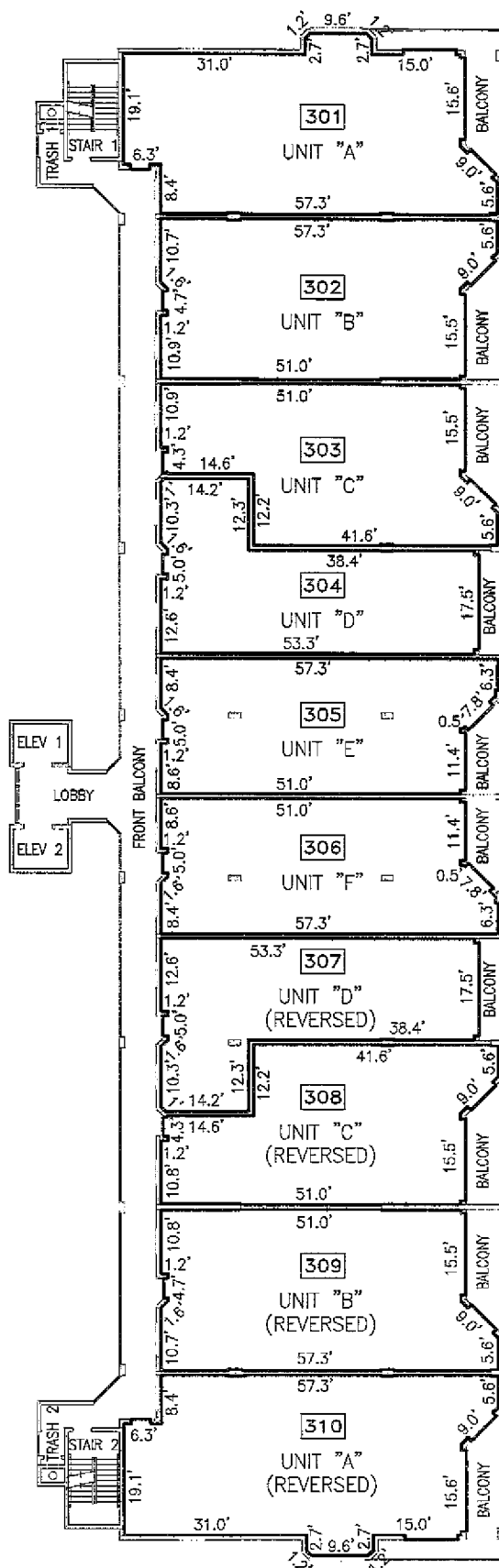
Surveyor's Notes:

1. The second (living) finished floor elevation is 17.24 feet.
2. The finished ceiling height is 9.00 feet.
3. — Indicates the limits of the units.
4. [201] Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.

River Palms Riverfront, A Condominium

Third (Living) Floor Plan ~ North Tower

Not Substantially Complete



SCALE: 1"=30'

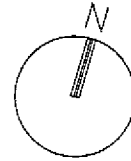
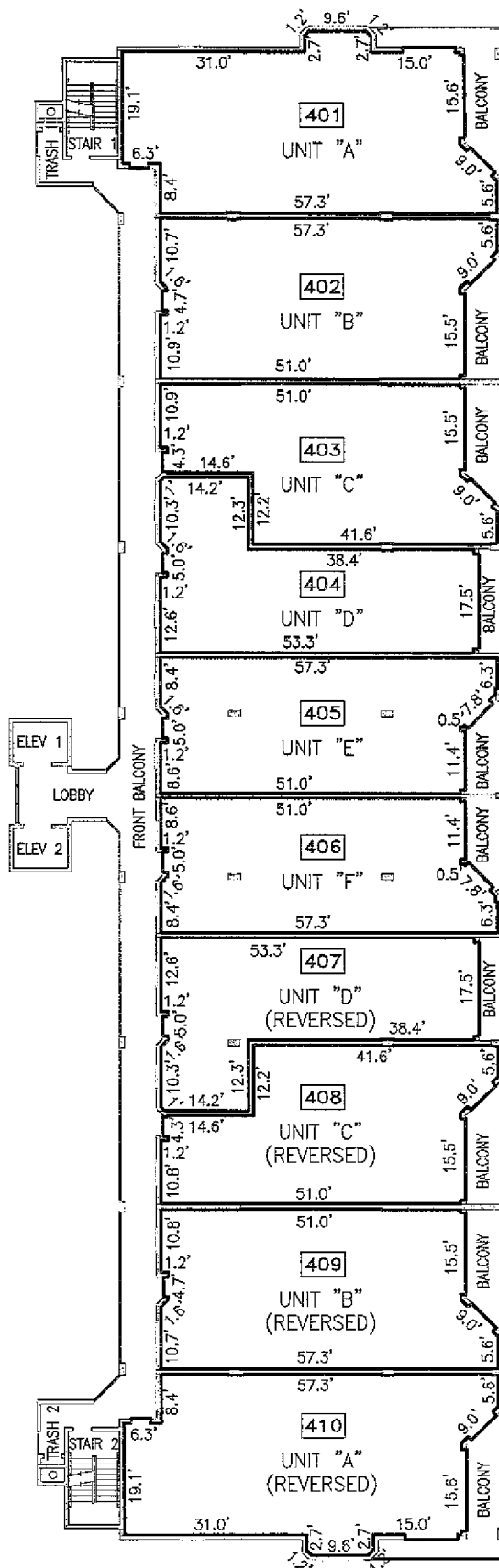
Surveyor's Notes:

1. The third (living) finished floor elevation is 26.58 feet.
2. The finished ceiling height is 9.00 feet.
3. ——— Indicates the limits of the units.
4. 301 Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by MelD Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.

River Palms Riverfront, A Condominium

Fourth (Living) Floor Plan ~ North Tower

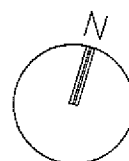
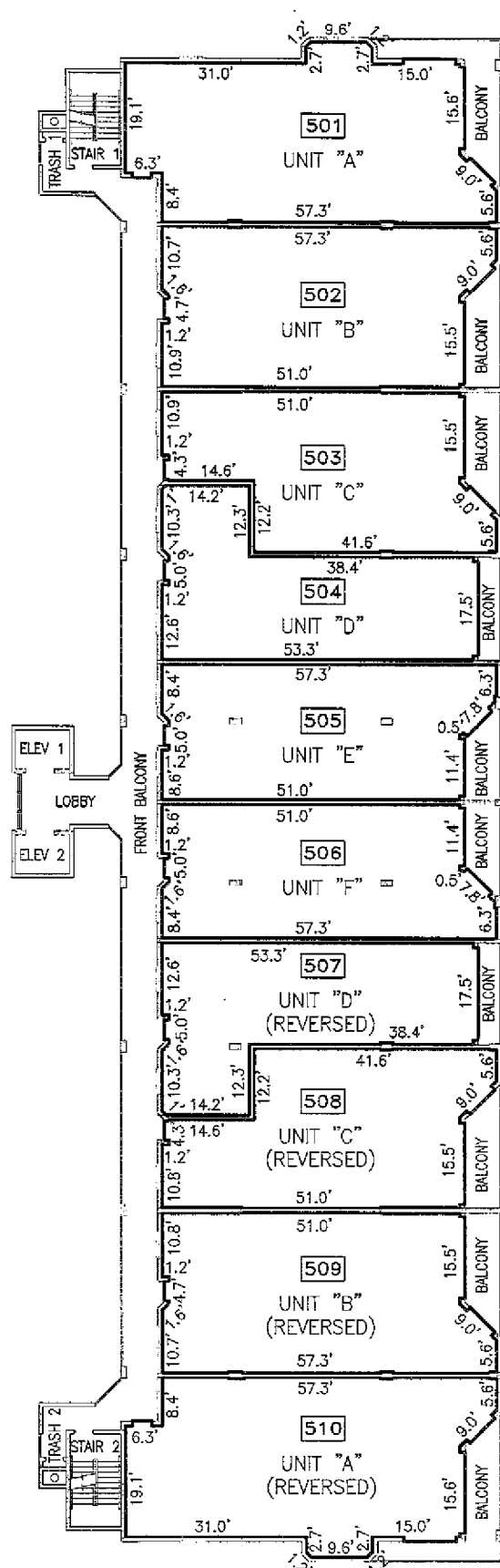
Not Substantially Complete



SCALE: 1"=30'

Surveyor's Notes:

1. The fourth (living) finished floor elevation is 35.92 feet.
2. The finished ceiling height is 9.00 feet.
3. ——— Indicates the limits of the units.
4. 401 Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by MelD Studio Architecture, 1542 Guaya Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.



SCALE: 1"=30'

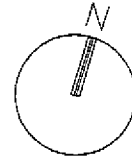
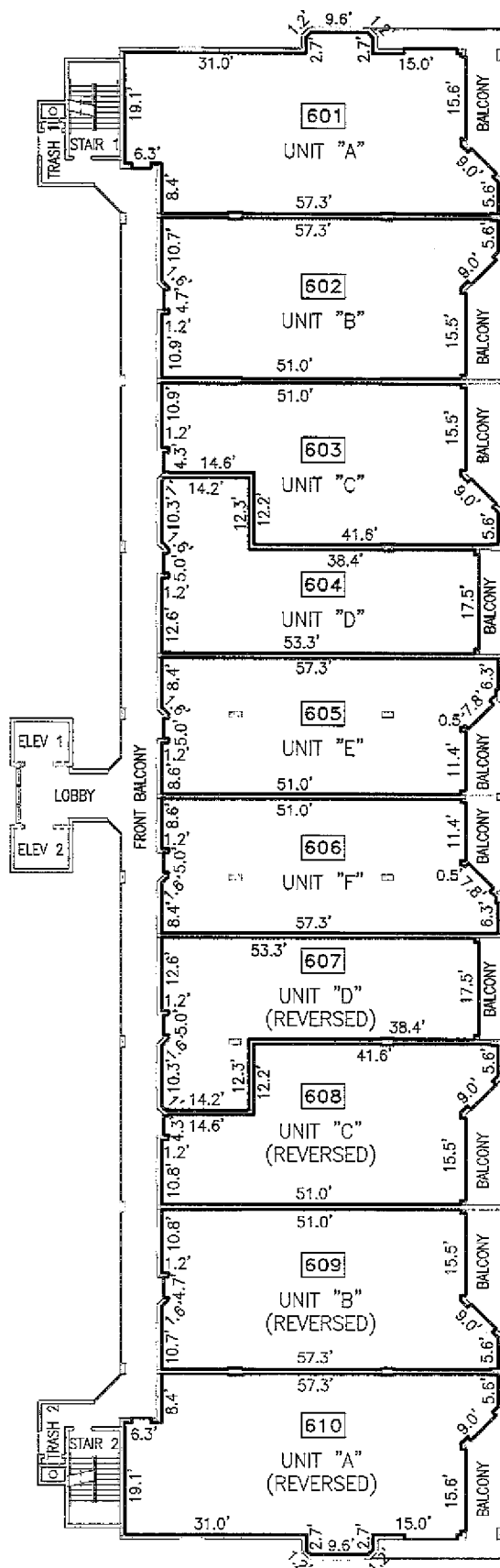
Surveyor's Notes:

1. The fifth (living) finished floor elevation is 45.26 feet.
2. The finished ceiling height is 9.00 feet.
3. ——— Indicates the limits of the units.
4. 501 Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.

River Palms Riverfront, A Condominium

Sixth (Living) Floor Plan ~ North Tower

Not Substantially Complete



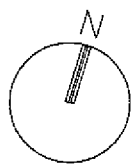
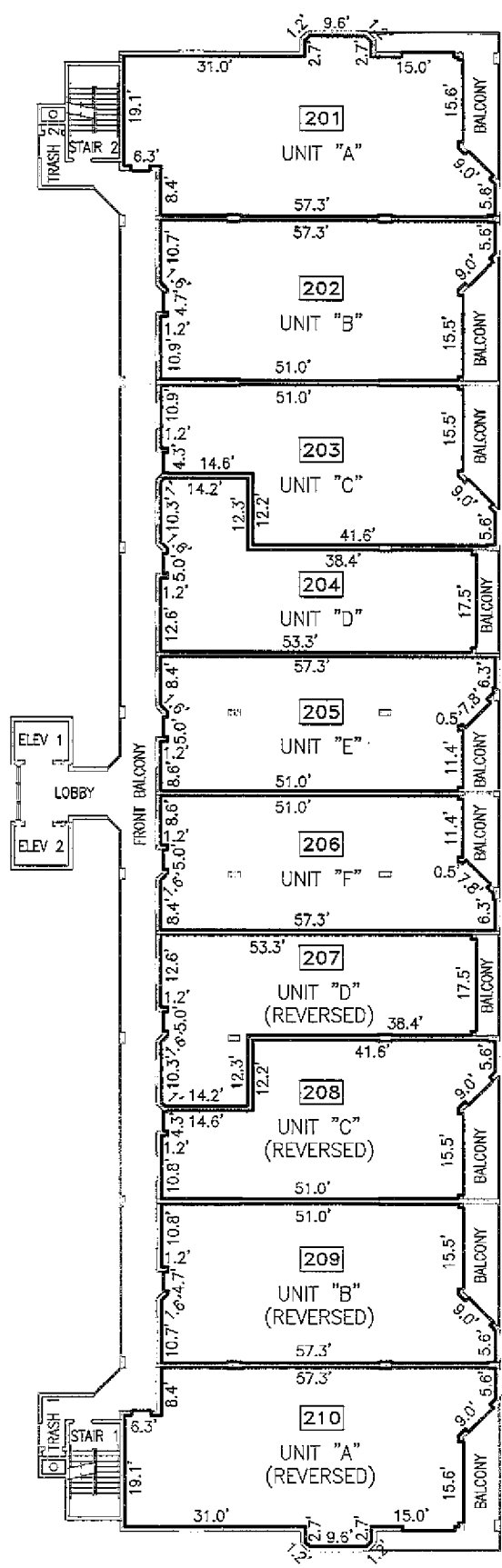
SCALE: 1"=30'

Surveyor's Notes:

1. The sixth (living) finished floor elevation is 54.60 feet.
2. The finished ceiling height is 9.00 feet.
3. ——— Indicates the limits of the units.
4. **601** Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.

River Palms Riverfront, A Condominium

Second (Living) Floor Plan ~ South Tower



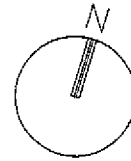
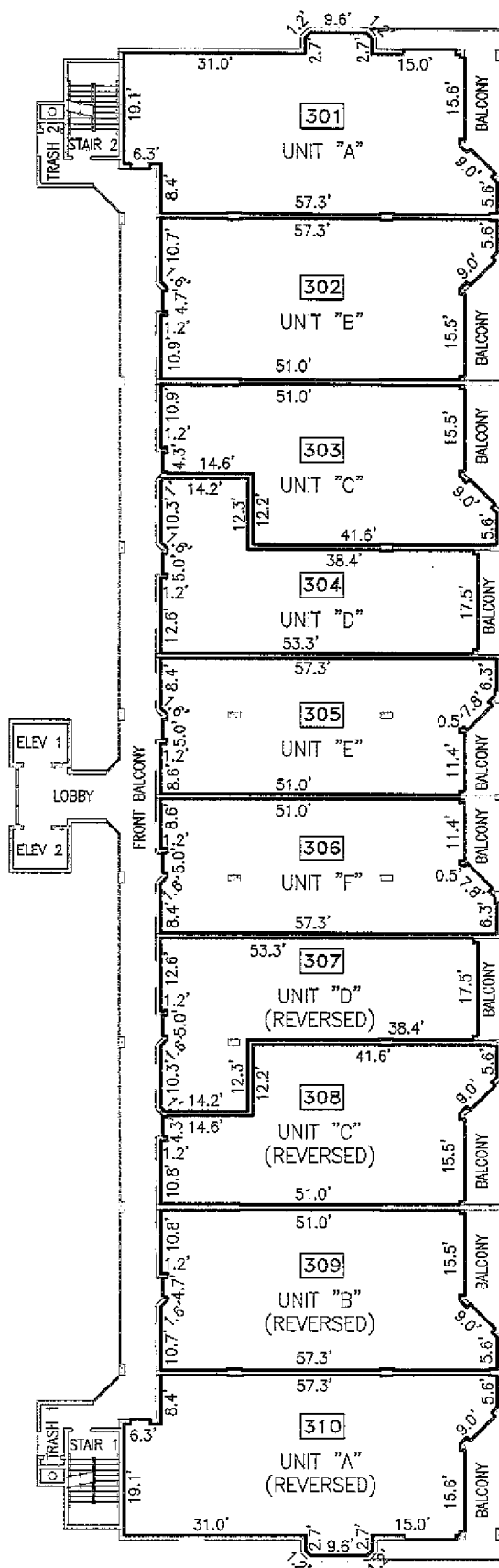
SCALE: 1"=30'

Surveyor's Notes:

1. The second (living) finished floor elevation is 17.13 feet.
2. The finished ceiling height is
8.63' (Unit 201)
8.62' (Unit 202)
8.64' (Unit 203)
8.62' (Unit 204)
8.55' (Unit 205)
8.65' (Unit 206)
8.58' (Unit 207)
8.63' (Unit 208)
8.62' (Unit 209)
8.56' (Unit 210)
3. — Indicates the limits of the units.
4. [201] Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.

River Palms Riverfront, A Condominium

Third (Living) Floor Plan ~ South Tower



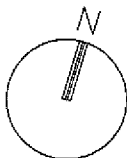
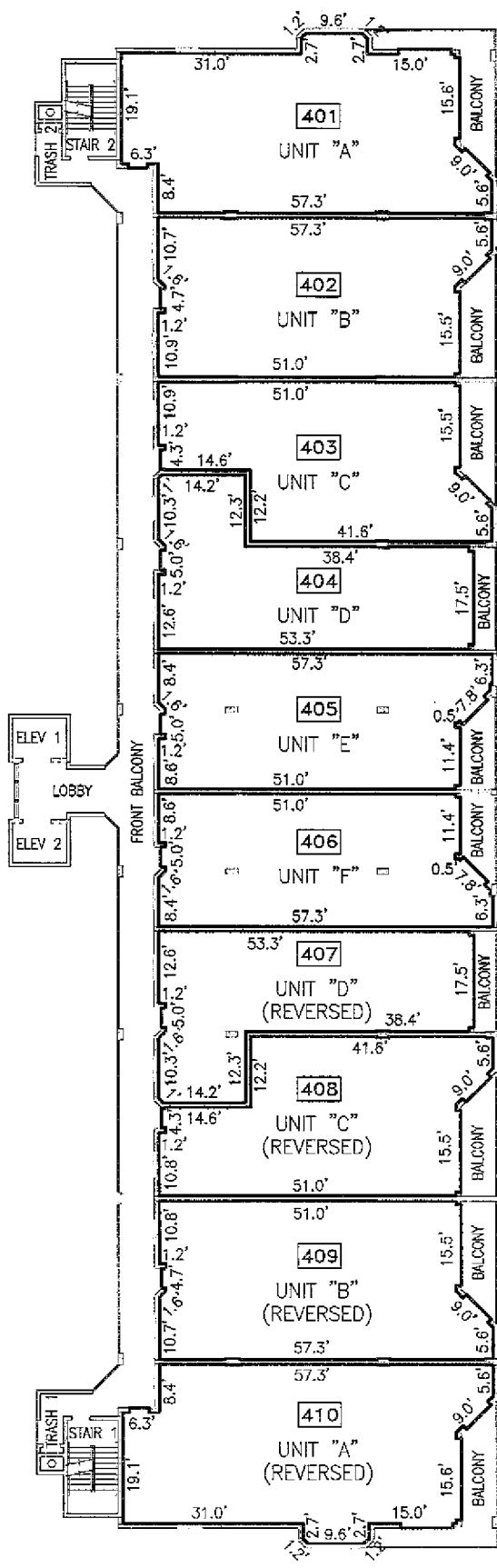
SCALE: 1"=30'

Surveyor's Notes:

1. The third (living) finished floor elevation is 26.50 feet.
2. The finished ceiling height is
8.59' (Unit 301)
8.62' (Unit 302)
8.61' (Unit 303)
8.60' (Unit 304)
8.63' (Unit 305)
8.64' (Unit 306)
8.62' (Unit 307)
8.64' (Unit 308)
8.65' (Unit 309)
8.63' (Unit 310)
3. ——— Indicates the limits of the units.
4. 301 Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by Meld Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.

River Palms Riverfront, A Condominium

Fourth (Living) Floor Plan ~ South Tower



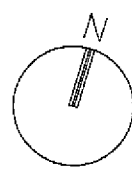
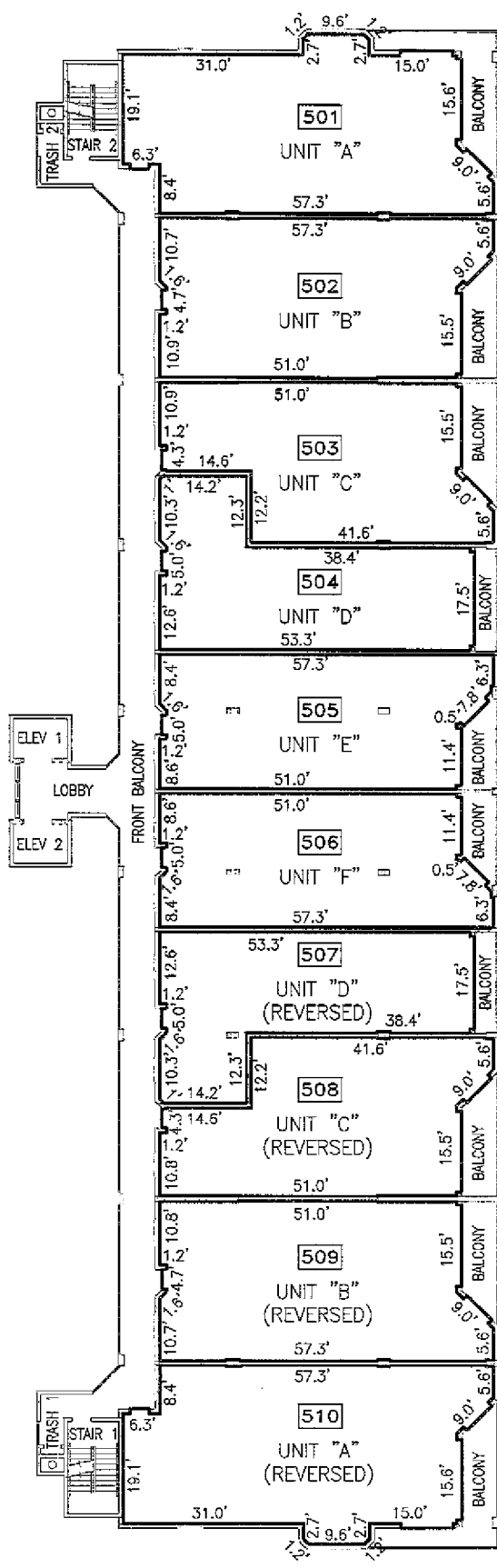
SCALE: 1"=30'

Surveyor's Notes:

1. The fourth (living) finished floor elevation is 35.83 feet.
2. The finished ceiling height is
8.65' (Unit 401)
8.66' (Unit 402)
8.64' (Unit 403)
8.65' (Unit 404)
8.58' (Unit 405)
8.60' (Unit 406)
8.63' (Unit 407)
8.64' (Unit 408)
8.62' (Unit 409)
8.62' (Unit 410)
3. ——— Indicates the limits of the units.
4. **401** Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by Meld Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.

River Palms Riverfront, A Condominium

Fifth (Living) Floor Plan ~ South Tower



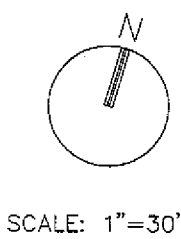
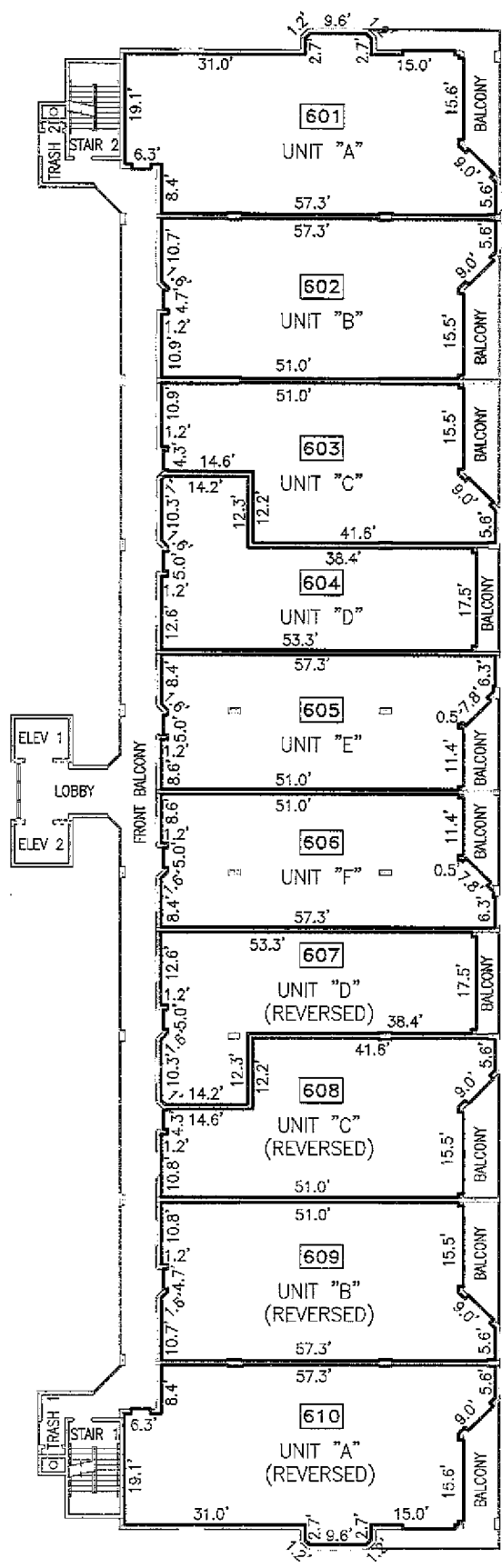
SCALE: 1"=30'

Surveyor's Notes:

1. The fifth (living) finished floor elevation is 45.22 feet.
2. The finished ceiling height is 8.53' (Unit 501)
8.53' (Unit 502)
8.53' (Unit 503)
8.56' (Unit 504)
8.59' (Unit 505)
8.60' (Unit 506)
8.60' (Unit 507)
8.59' (Unit 508)
8.60' (Unit 509)
8.61' (Unit 510)
3. — Indicates the limits of the units.
4. 501 Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.

River Palms Riverfront, A Condominium

Sixth (Living) Floor Plan ~ South Tower



Surveyor's Notes:

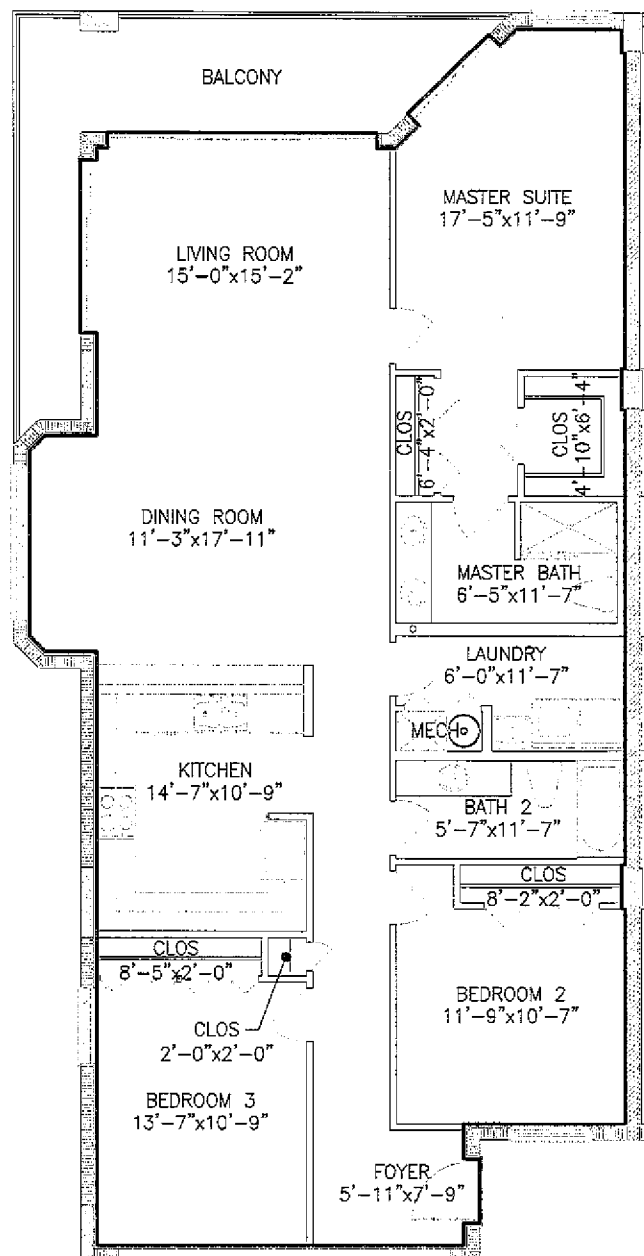
1. The sixth (living) finished floor elevation is 54.49 feet.
2. The finished ceiling height is 8.65' (Unit 601)
8.60' (Unit 602)
8.64' (Unit 603)
8.59' (Unit 604)
8.60' (Unit 605)
8.58' (Unit 606)
8.60' (Unit 607)
8.62' (Unit 608)
8.62' (Unit 609)
8.61' (Unit 610)
3. — Indicates the limits of the units.
4. 601 Indicates the unit number designation.
5. All areas and improvements exclusive of the units are common elements of the condominium.
6. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
7. The exterior walkways are common elements limited for the use of the adjacent unit.
8. See sheets 17 through 36 for typical unit plans.
9. The floor plan was prepared by MelD Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.
10. The balconies shown are common elements of the condominium whose use is limited to the adjacent unit.

River Palms Riverfront, A Condominium

Typical "A" Unit

North Tower

Not Substantially Complete



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,747 S.F.
BALCONY SQUARE FOOTAGE: 197 S.F.

Surveyor's Notes:

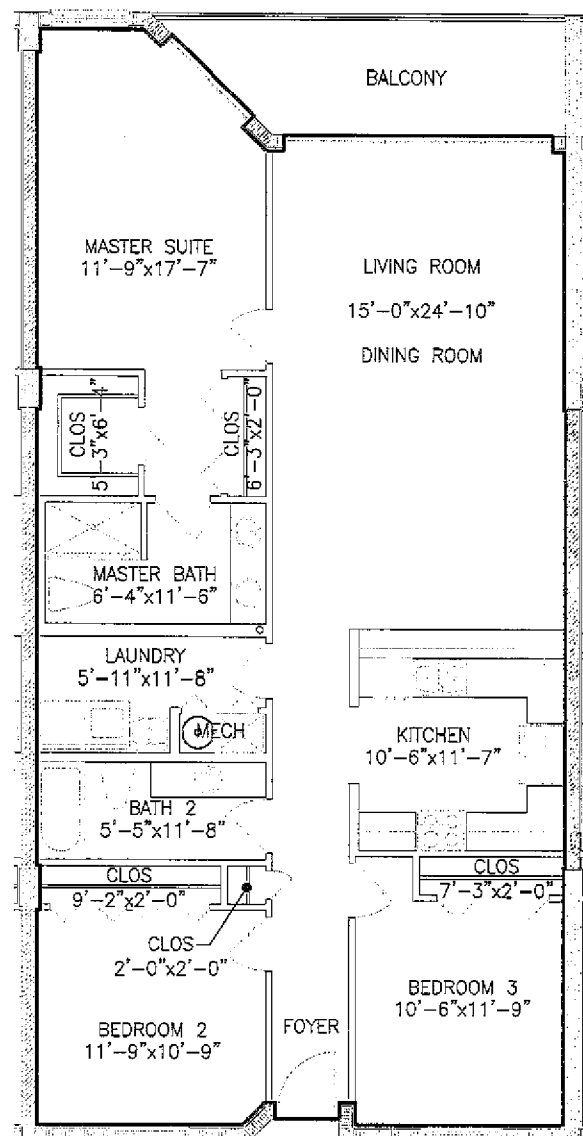
1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "B" Unit

North Tower

Not Substantially Complete



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,550 S.F.
BALCONY SQUARE FOOTAGE: 119 S.F.

Surveyor's Notes:

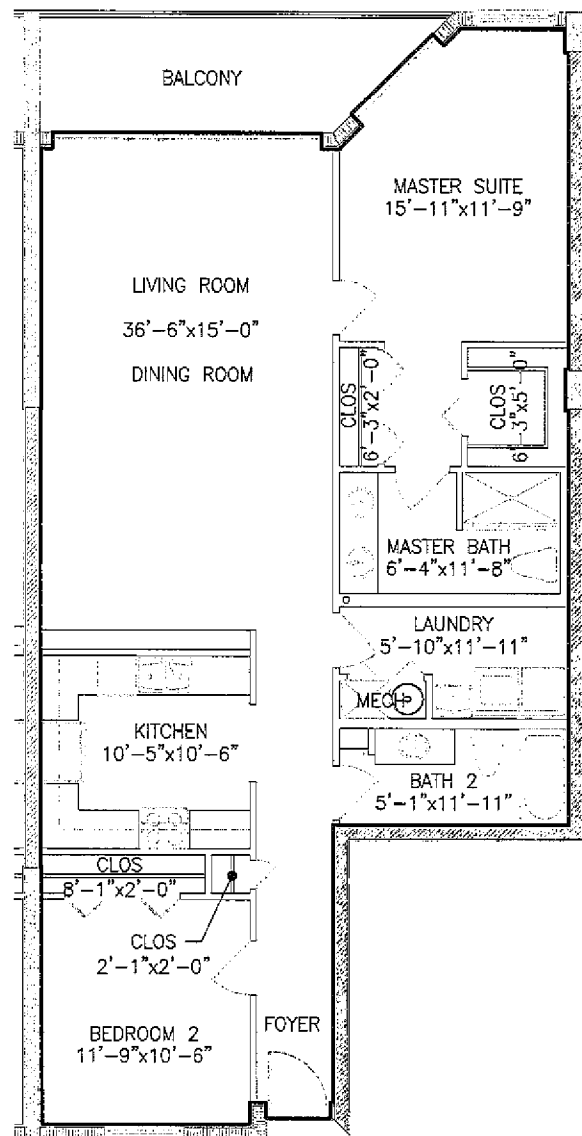
1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "C" Unit

North Tower

Not Substantially Complete



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,350 S.F.
BALCONY SQUARE FOOTAGE: 119 S.F.

Surveyor's Notes:

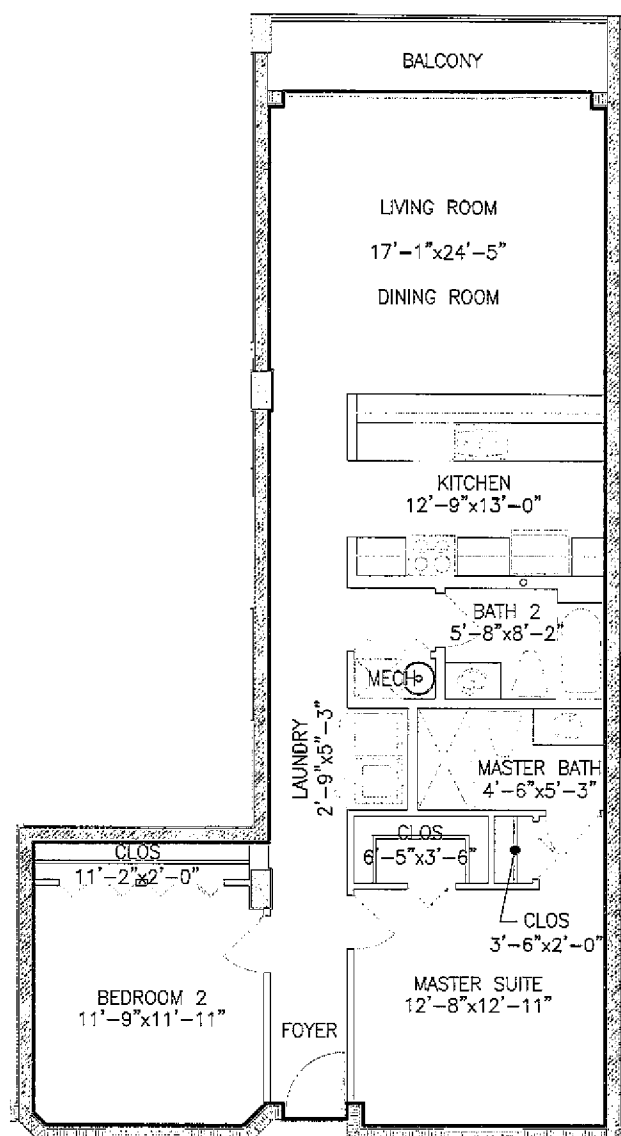
1. ———— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "D" Unit

North Tower

Not Substantially Complete



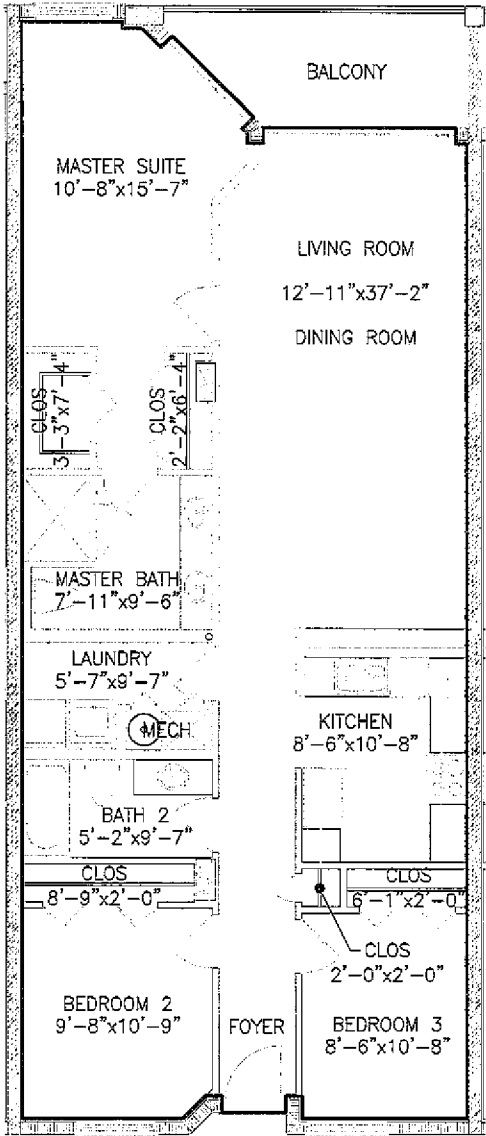
SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,201 S.F.
BALCONY SQUARE FOOTAGE: 73 S.F.

Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium
Typical "E" Unit
North Tower
Not Substantially Complete



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,322 S.F.
BALCONY SQUARE FOOTAGE: 89 S.F.

Surveyor's Notes:

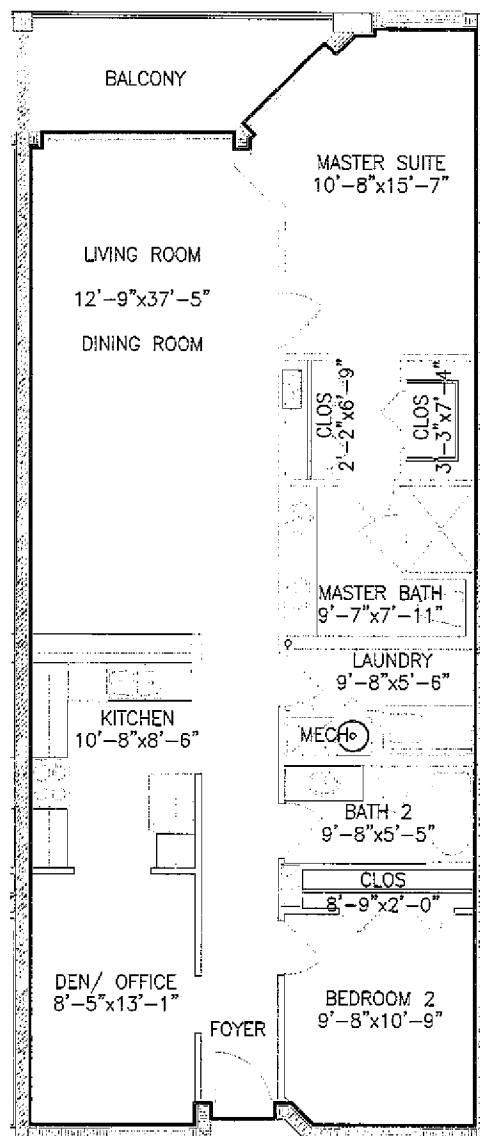
1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by Meld Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "F" Unit

North Tower

Not Substantially Complete



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,322 S.F.
BALCONY SQUARE FOOTAGE: 89 S.F.

Surveyor's Notes:

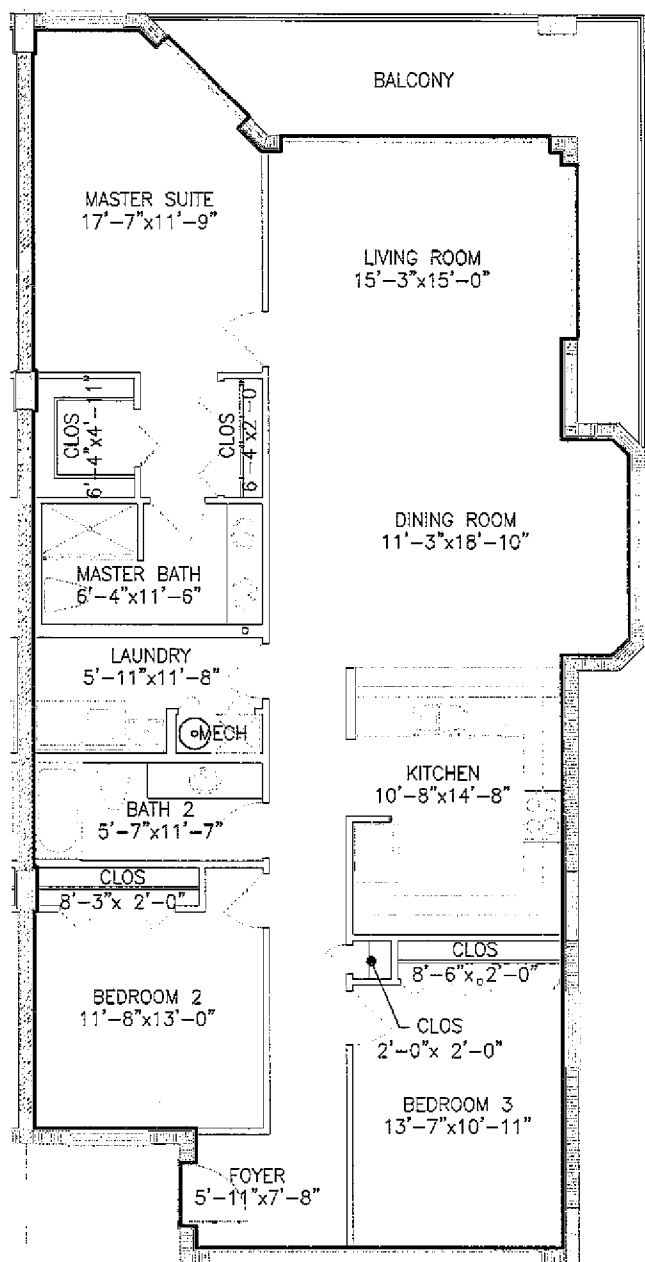
1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by Meld Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "A" Unit - Reversed

North Tower

Not Substantially Complete



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,747 S.F.
BALCONY SQUARE FOOTAGE: 197 S.F.

Surveyor's Notes:

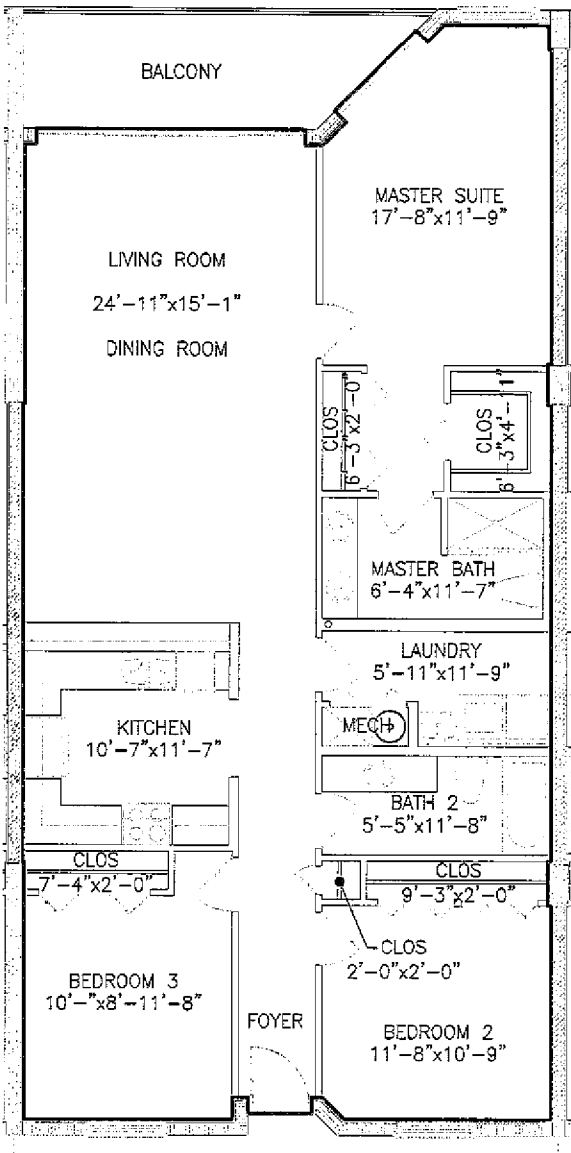
1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "B" Unit - Reversed

North Tower

Not Substantially Complete



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,550 S.F.
BALCONY SQUARE FOOTAGE: 119 S.F.

Surveyor's Notes:

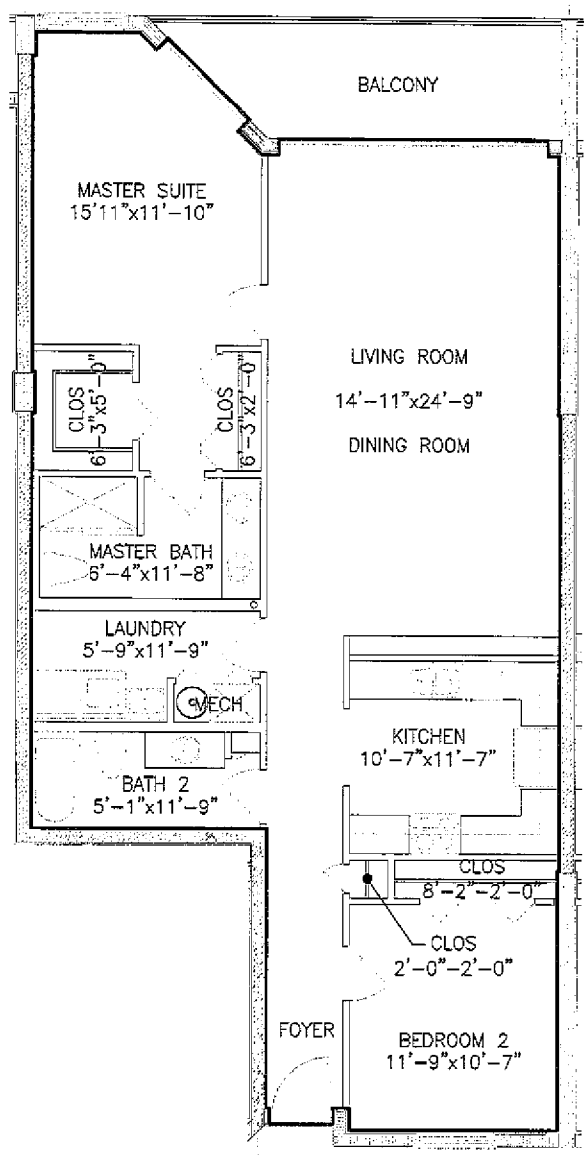
1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "C" Unit - Reversed

North Tower

Not Substantially Complete



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,350 S.F.
BALCONY SQUARE FOOTAGE: 119 S.F.

Surveyor's Notes:

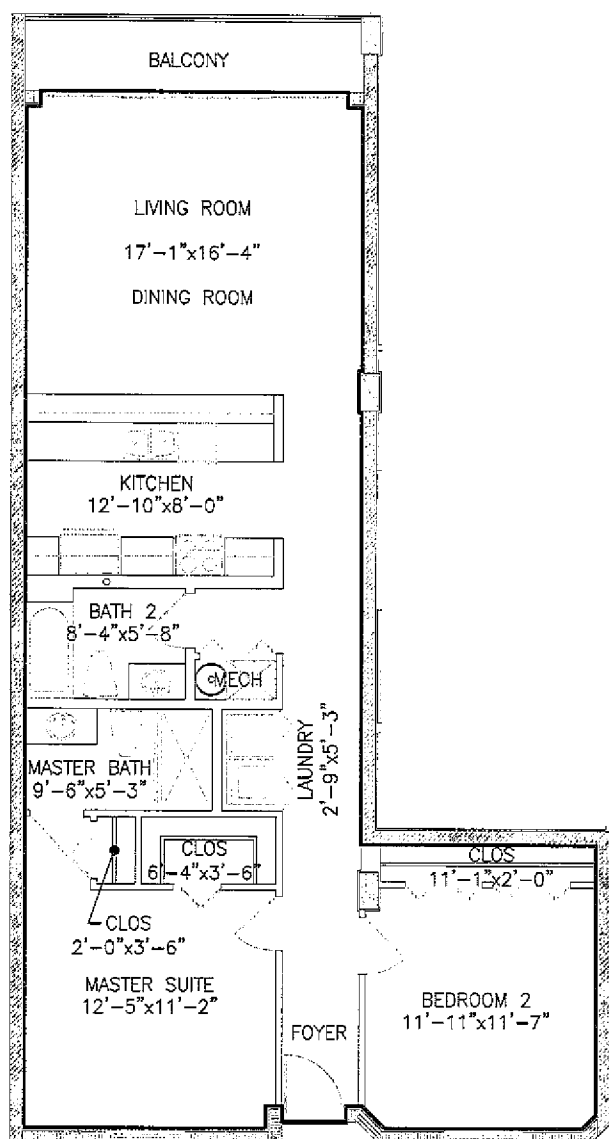
1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "D" Unit - Reversed

North Tower

Not Substantially Complete



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,201 S.F.
BALCONY SQUARE FOOTAGE: 73 S.F.

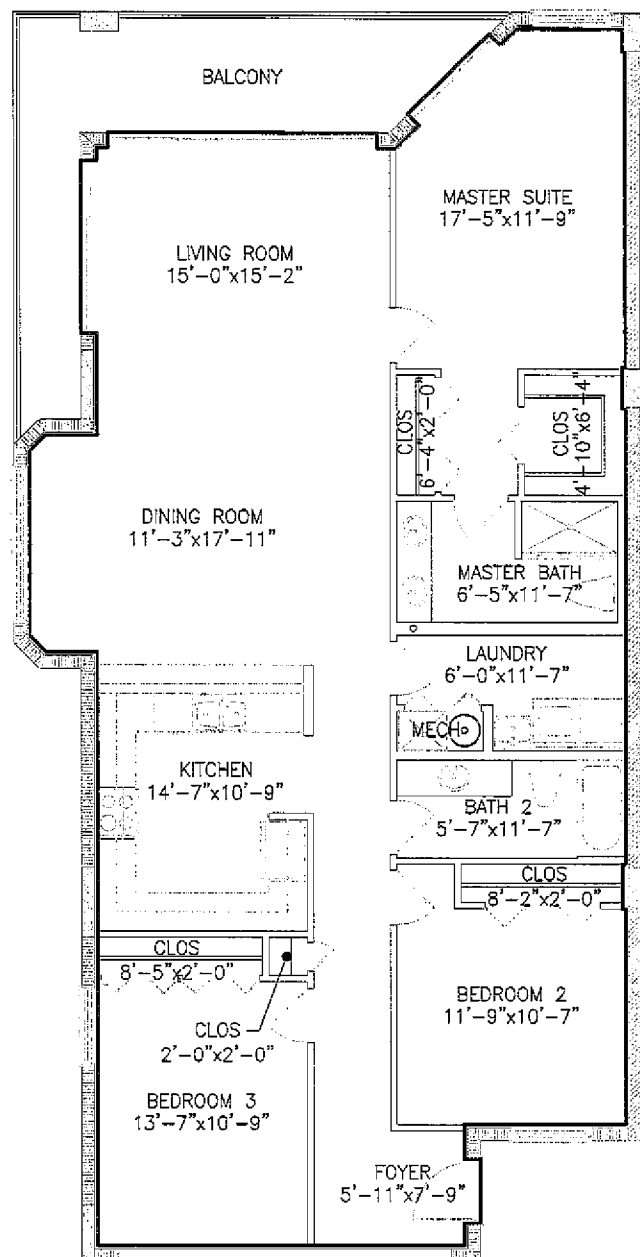
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 7 through 11 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "A" Unit

South Tower



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,747 S.F.
BALCONY SQUARE FOOTAGE: 197 S.F.

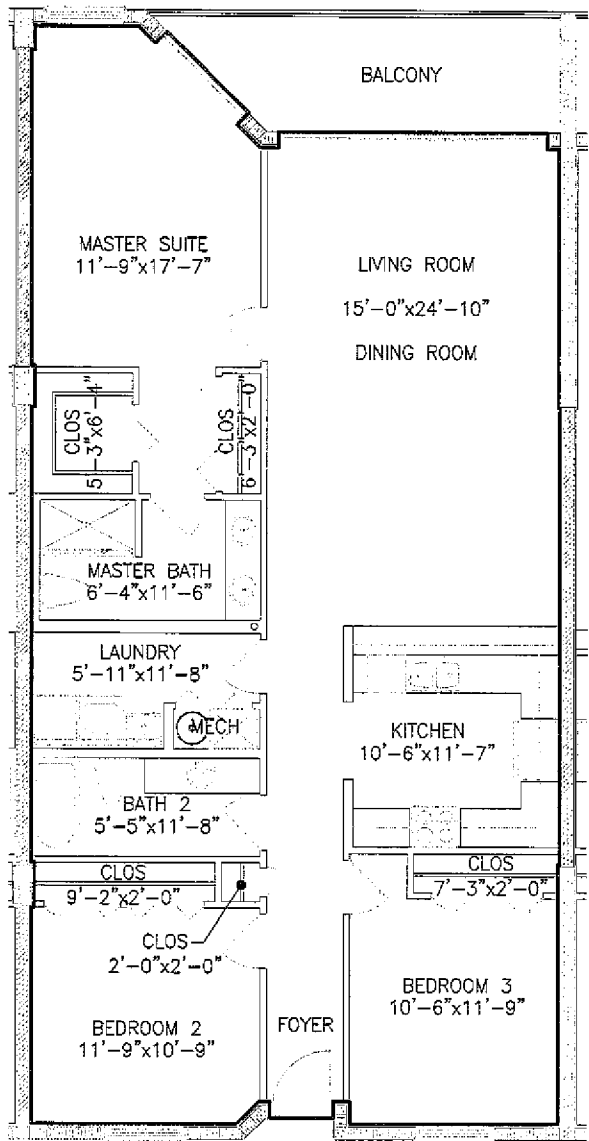
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "B" Unit

South Tower



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,550 S.F.
BALCONY SQUARE FOOTAGE: 119 S.F.

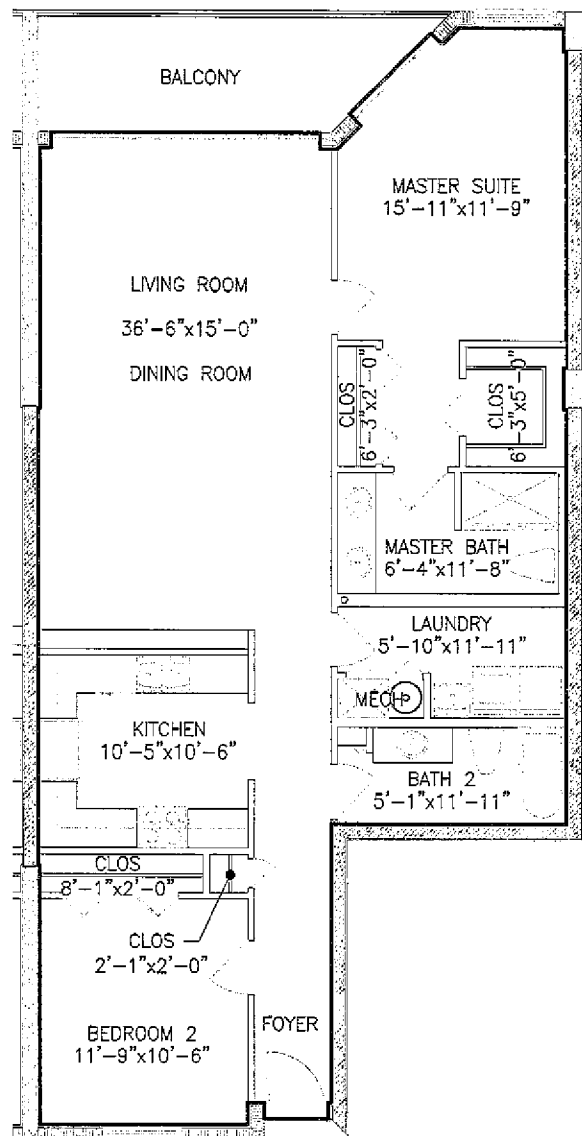
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by MeD Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "C" Unit

South Tower



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,350 S.F.
BALCONY SQUARE FOOTAGE: 119 S.F.

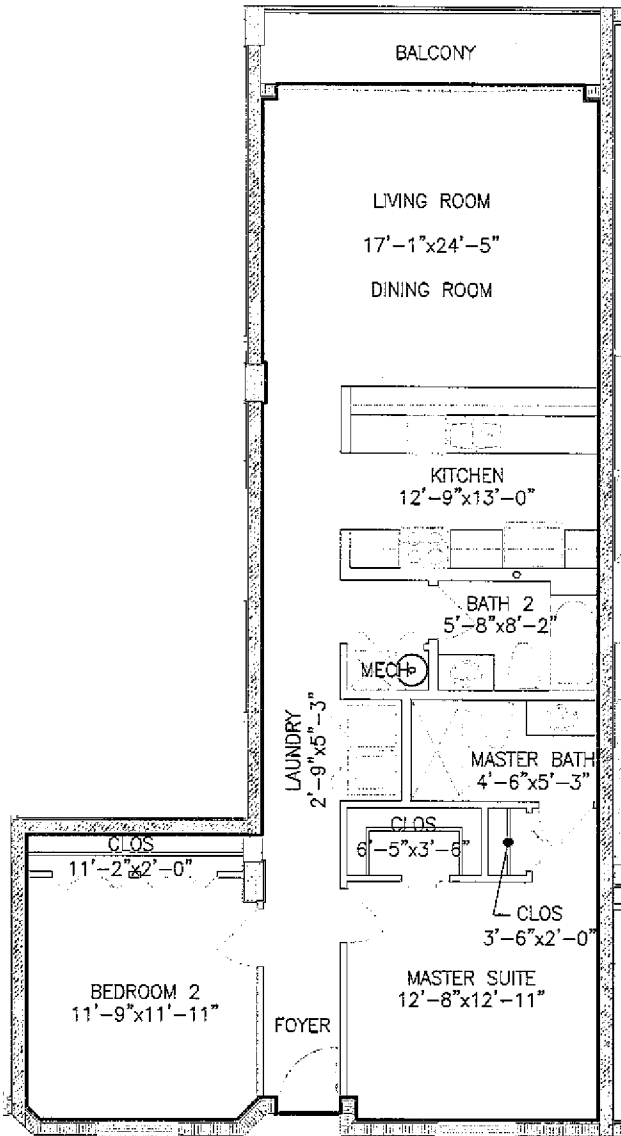
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "D" Unit

South Tower



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,201 S.F.
BALCONY SQUARE FOOTAGE: 73 S.F.

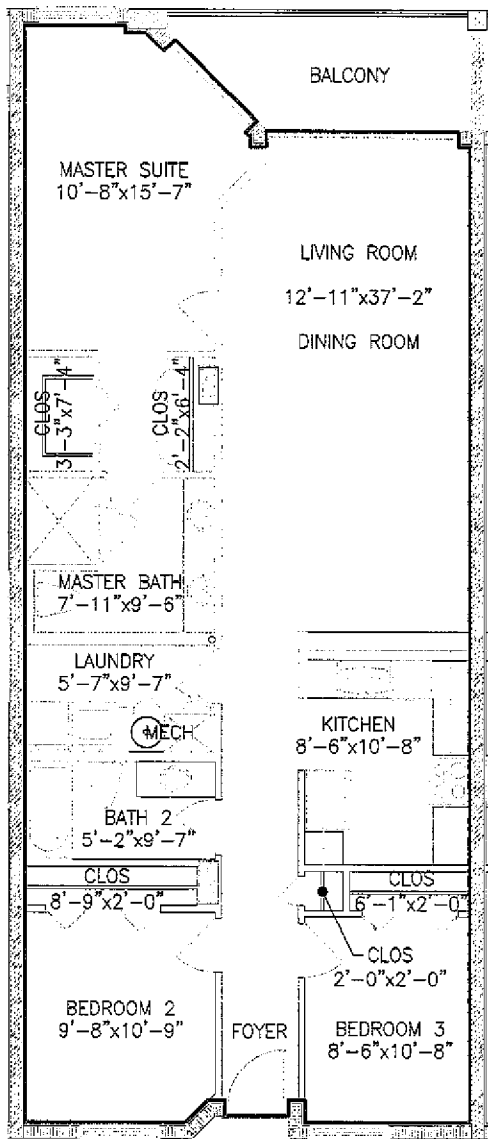
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "E" Unit

South Tower



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,322 S.F.
BALCONY SQUARE FOOTAGE: 89 S.F.

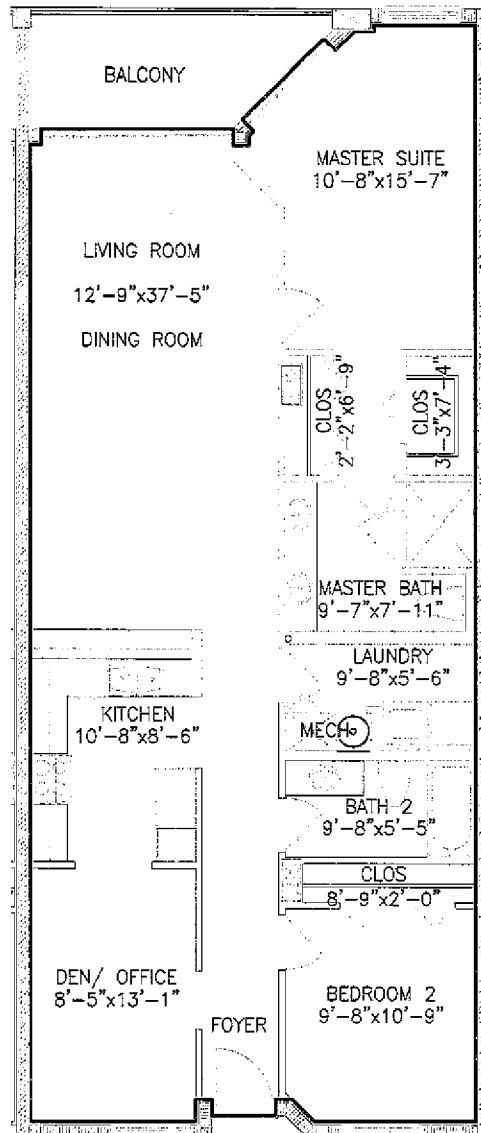
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "F" Unit

South Tower



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,322 S.F.
BALCONY SQUARE FOOTAGE: 89 S.F.

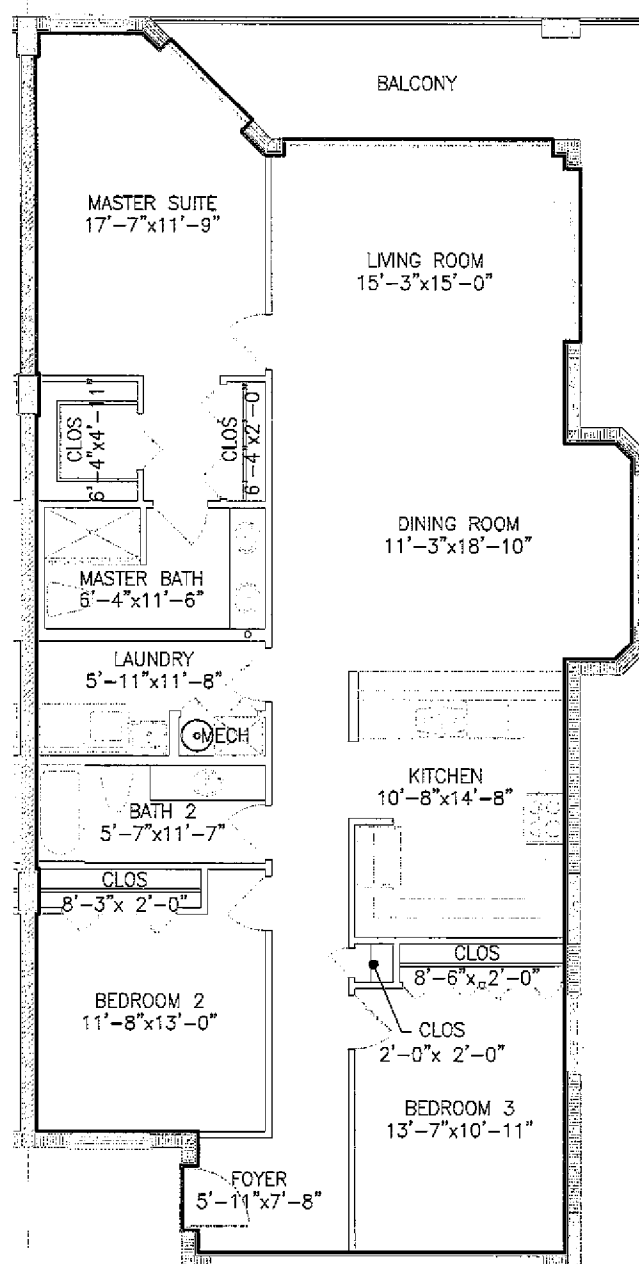
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "A" Unit - Reversed

South Tower



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,747 S.F.
BALCONY SQUARE FOOTAGE: 197 S.F.

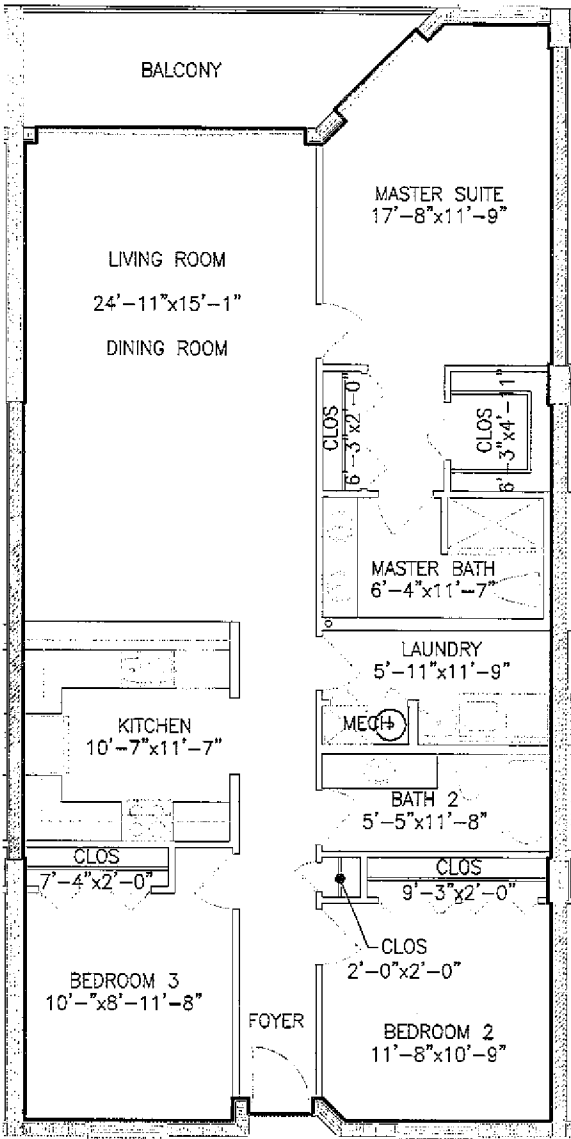
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "B" Unit - Reversed

South Tower



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,550 S.F.
BALCONY SQUARE FOOTAGE: 119 S.F.

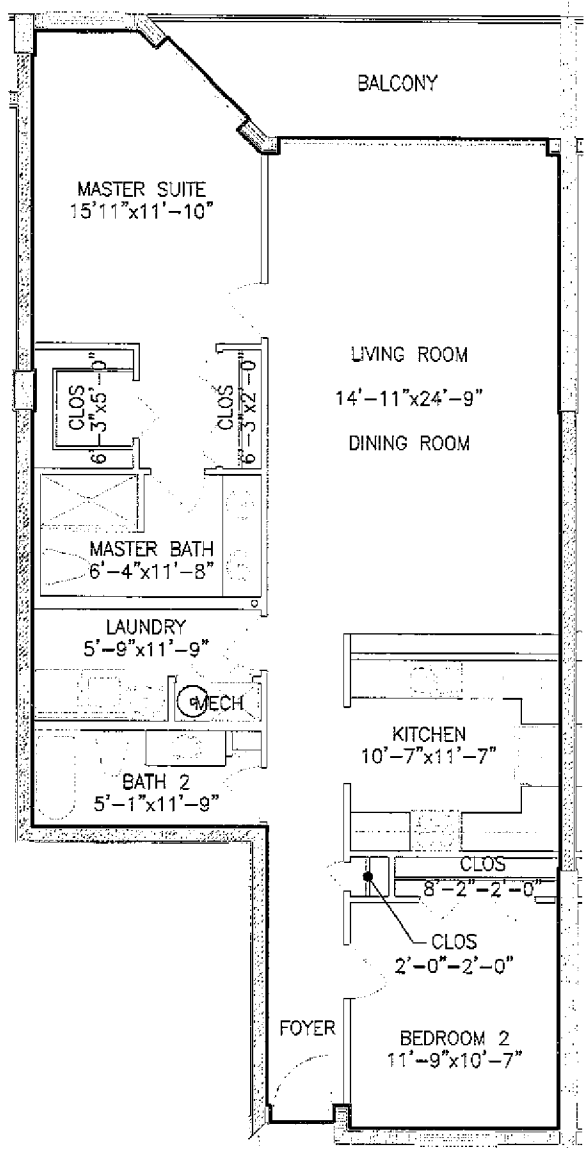
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by Meld Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "C" Unit - Reversed

South Tower



SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,350 S.F.
BALCONY SQUARE FOOTAGE: 119 S.F.

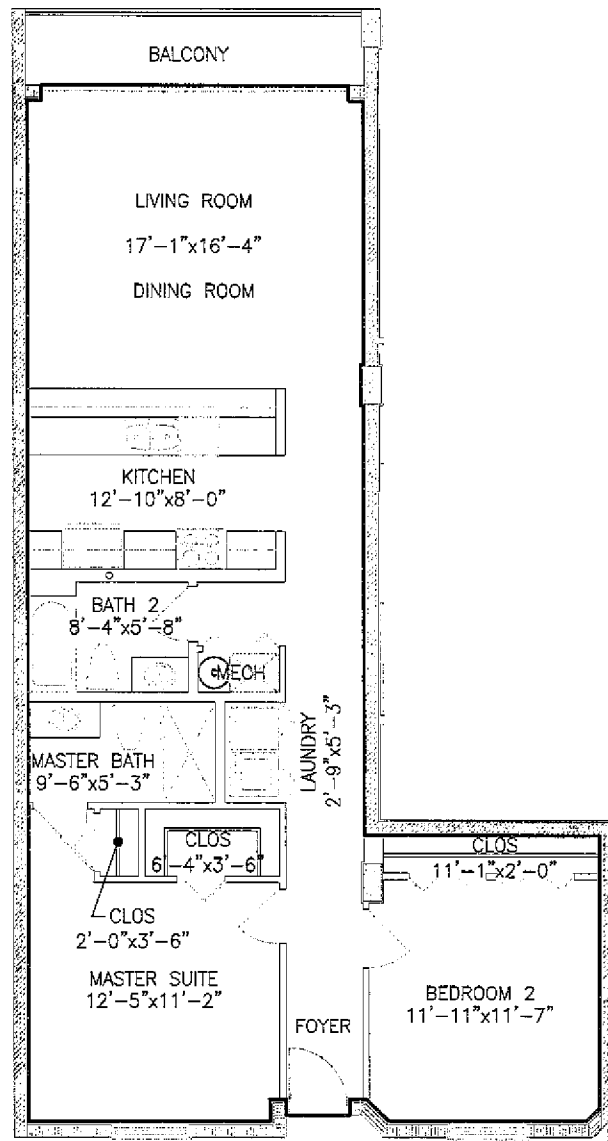
Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium

Typical "D" Unit - Reversed

South Tower



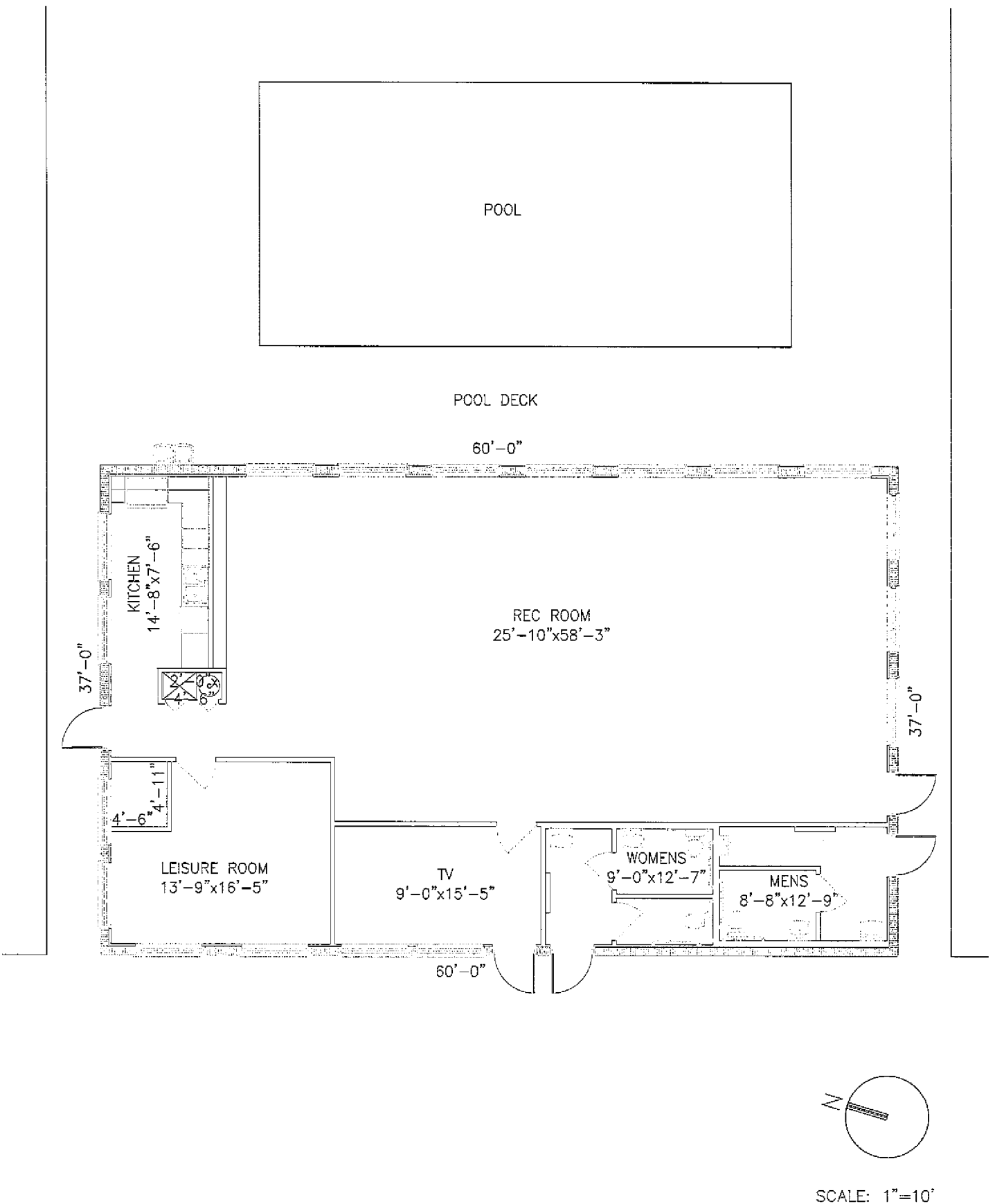
SCALE: 1"=10'

LIVING SQUARE FOOTAGE: 1,201 S.F.
BALCONY SQUARE FOOTAGE: 73 S.F.

Surveyor's Notes:

1. ——— Indicates the limits of the unit.
2. All areas and improvements exclusive of the unit are common elements of the condominium.
3. The unit plan shown is representational. The dimensions shown may vary.
4. Refer to the floor plan on sheets 12 through 16 for the location of this unit within the building.
5. The unit plan was prepared by MeD Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

River Palms Riverfront, A Condominium Recreation Building Plan



Surveyor's Notes:

1. The finished floor elevation is 7.29 feet.
2. The recreation building and pool shown hereon are common elements of the condominium.
3. The elevations shown are based on North American Vertical Datum of 1988 (NAVD 88).
4. The garage plan was prepared by MeID Studio Architecture, 1542 Guava Avenue, Unit A, Melbourne, FL 32935. This drawing was modified for this exhibit.

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 21, 2020
REVISED OCTOBER 11, 2022

**ARTICLES OF INCORPORATION
OF
RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.**

For the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, the undersigned incorporator hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE 2
ADDRESS OF PRINCIPAL OFFICE

The address of the principal office of the corporation is at 6525 3rd Street, Suite 409, Rockledge, FL 32955, with the privilege of having its office and branch offices at other places within or without the State of Florida.

ARTICLE 3
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") as it exists on the date hereof for the operation of a condominium located in Brevard County, Florida known as RIVER PALMS RIVERFRONT, A CONDOMINIUM.

ARTICLE 4
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Brevard County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5
POWERS

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Elements, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

(j) To allocate expenses of the Condominium in the manner contemplated by the By-Laws.

(k) To levy and collect adequate assessments against members of the corporation for the costs of maintenance and operation of the Surface Water or Stormwater Management System. The assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems, including but not limited to work within retention areas, drainage structures and drainage easements.

(l) To operate, maintain, and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District Permit No. 104671-4, requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein.

5.3 Condominium Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members or the Condominium for which the funds and/or properties are held in accordance with the provisions of the Declaration, these Articles and the By-Laws.

5.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Condominium.

5.5 Surface Water or Stormwater Management System upon Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

ARTICLE 6 MEMBERS

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and their successors and assigns.

6.2 Assignment. 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 the Unit for which that share is held.

6.3 Voting. On all matters upon which the membership, or any appropriate constituency thereof, shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7 TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence.

ARTICLE 8 INCORPORATOR

The name and address of the incorporator of the Association is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert Kodsi	6525 3 rd Street, Suite 409 Rockledge, FL 32955

ARTICLE 9 OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Robert Kodsi	6525 3 rd Street, Suite 409 Rockledge, FL 32955
Vice President:	Tina Johnson	6525 3 rd Street, Suite 409 Rockledge, FL 32955
Secretary/Treasurer:	Brenda Adams	6525 3 rd Street, Suite 409 Rockledge, FL 32955

- 4 -

EXHIBIT 3 TO PROSPECTUS
AND
EXHIBIT "B" TO DECLARATION

ARTICLE 10 DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors not appointed by the Developer must be members of the Association or residents of units in the Condominium.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by all or appropriate portions of the Unit Owners when such approval is specifically required and except as provided in the Declaration.

10.3 Election; Removal. Directors of the Association shall be elected at their annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 First Directors. 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, as provided in the By-Laws, are as follows:

Robert Kodsi	6525 3 rd Street, Suite 409 Rockledge, FL 32955
Tina Johnson	6525 3 rd Street, Suite 409 Rockledge, FL 32955
Brenda Adams	6525 3 rd Street, Suite 409 Rockledge, FL 32955

ARTICLE 11 INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or

proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 11.

11.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

11.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 11 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 12 BY-LAWS

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

ARTICLE 13 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice and Adoption. Amendments to those Articles shall be proposed by the Board of Directors and, after notice to members within the time and in the manner provided for in Chapters 617 and 718 of the Florida Statutes setting forth the proposed amendment or a summary of the changes to be effected thereby, thereafter shall be submitted to a meeting of the membership of the Association. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon.

13.2 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Brevard County, Florida.

ARTICLE 14 TERMINATION

In the event of termination, dissolution or final liquidation of the corporation, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 15 INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 1795 West NASA Boulevard, Melbourne, Florida 32901. The initial registered agent at that address shall be Philip F. Nohrr.

IN WITNESS WHEREOF, the incorporator has affixed his signature the day and year set forth below.

River Palms Riverfront Condominium
Association, Inc.

By: _____
Robert Kodsi, President

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2020, by Robert Kodsi, President of River Palms Riverfront Condominium Association, Inc., who is ☐ personally known to me, or ☐ produced _____ as identification.

My commission expires:

Notary Public Signature

Print Notary Public Name

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office located in the City of Rockledge, County of Brevard, State of Florida, the corporation named in the foregoing Articles has named Philip F. Nohrr, whose office address is 1795 West NASA Boulevard, Melbourne, FL 32901, as its statutory Registered Agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Philip F. Nohrr
Registered Agent

DATED this ____ day of _____, 2020

BY-LAWS OF
RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the By-Laws of RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit, incorporated under the laws of the State of Florida, and organized for the purpose of administering a condominium located in Titusville, Florida known as RIVER PALMS RIVERFRONT, A CONDOMINIUM.

1.1 Principal Office. The principal office of the Association shall be at 6525 3rd Street, Suite 409, Rockledge, FL 32955, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meeting. The annual members' meeting of all the Unit Owners of the Condominium shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business affecting the Condominium authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board, the first annual meeting shall be held on the first day of December following the year in which the Declaration is recorded.

3.2 Special Meetings. Special members' meetings may be called for the entire membership, for those matters affecting the Condominium or the members thereof, and shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association, or as provided elsewhere herein or in the Act. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of all meetings of Unit Owners, including both special and annual meetings, shall be given by written notice. The written notice must include an agenda and shall be mailed or delivered to each Unit Owner at least fourteen (14) days prior to any annual or special meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the annual or special meeting. Upon notice to the Unit Owners, the Board of Directors shall by duly adopted rule designate a special location on the Condominium Property, upon which all notices of Unit Owner meetings shall be posted.

Unless a Unit Owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner.

An officer of the Condominium Association, or the manager, or other person providing the notice of any Unit Owner meeting, shall provide an affidavit or United States postal certificate of mailing, to be included in the official records of the Condominium Association, affirming that the notice was mailed or hand-delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Association.

Notice of special meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when their (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the one hundred (100) condominium units which is fifty-one (51) votes of the entire membership.

3.5 Voting.

(a) Number of Votes. Except as provided in paragraph 3.10 hereof, in any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners of the particular constituency for which the action was taken for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes of members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the appropriate Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person must be one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association or the appropriate voting constituency shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. Such designee must be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.6 Proxies. Except as specifically otherwise provided herein, the Unit Owners may not vote by general proxy, but may only vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes concerning the following matters:

- (a) Votes taken to waive or reduce reserves.
- (b) Votes taken to waive financial statement requirements.
- (c) Votes taken to amend the Declaration.
- (d) Votes taken to amend the Articles of Incorporation and the By-Laws.
- (e) Votes taken for any other matter for which the Act requires or permits vote of the Unit Owners.

No proxy, limited or general, shall be used in any other election of members of the Board of Directors.

General proxies may be used for establishing a quorum and any other matter for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding any of the provisions of this section, Unit Owners may vote in person at Unit Owner meetings.

Any proxy given shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days from the date of the first meeting for which it was given. Each proxy is revocable at any time at the pleasure of the Unit Owner executing it.

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;

- (g) Determination of number of Directors;
- (h) Election of Directors;
- (i) Unfinished business;
- (j) New business;
- (k) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) of the appropriate voting constituency having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such members at which an appropriate quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to the appropriate members who have not consented in writing. The notice shall fairly summarized the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3), the exact number to be determined in the first instance in the Articles, and thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors not appointed by the Developer must be Unit Owners.

4.2 Election of Condominium Directors. Election of Directors shall be conducted in the following manner:

(a) The members of the Board of Directors shall be elected by written ballot or voting machine.

(b) Proxies shall in no event be used in electing the members of the Board of Directors, either in general elections or in elections to fill vacancies caused by resignation or otherwise, unless otherwise provided in this section. However, limited proxies may be used in elections to fill vacancies caused by recall.

(c) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing, or by mailing included in another Association mailing, or delivering regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election along with a certification form provided by the Division attesting that he or she has read and understands to the best of their ability the governing documents of the Association and the provisions of Chapter 718 and any applicable rules.

(d) Any Unit Owner or other eligible person desiring to be a candidate of the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election.

(e) Together with the written notice and required agenda, the Association shall mail, deliver or electronically transmit a second notice of the election to all Unit Owners entitled to vote, together with a ballot which shall list all candidates. The costs of mailing and delivering the notice shall be borne by the Association.

(f) Upon request of a candidate, the Association shall include an information sheet no larger than 8 ½" by 11", which information sheet must be furnished by the candidate to the Board of Directors not less than thirty five (35) days before the election, along with the signed certification form provided for in this subparagraph to be included with the mailing, delivery, or transmission of the ballot, with the costs of the mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. The Association may print or duplicate the information sheets on both side of the paper.

(g) Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirements; however at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of the members of the Board of Directors.

(h) No Unit Owner shall permit any other person to cast their ballot, and any such ballot improperly cast shall be deemed invalid. Any such unit owner who violates this provision may be fined by the Association in accordance with Statute 718.303. Any Unit Owner who needs assistance in casting the ballot may obtain assistance in casting the ballot by reason of blindness, disability, or inability to read or write.

(i) The regular election shall occur on the day of the annual meeting.

(j) Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Vacancies and Removal.

(a) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled in accordance with the election procedures provided in Paragraph 4.2, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof, shall be filled by the Developer without the necessity of any election. However, if both the Developer and the members other than the Developer are entitled to representation on the Board, then the vacancy on the Board previously occupied by a board member elected by members other than the Developer shall be filled in accordance with the election procedures provided in Paragraph 4.2.

(b) Any Director elected by the members may be removed with or without cause by the vote or agreement in writing by a majority of all the voting interests of the constituency electing such Director at a special meeting of such constituency called for that purpose in accordance with F.S. 718.112(2)(j). Such a meeting may be called by 10% of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners. The vacancy in the Board of Directors so created shall be filled by the affirmative vote of a majority of the remaining Directors unless the Director was appointed by the Developer, in which case the Developer shall appoint another Director without the necessity of any meeting. However, in the event that a majority or more of the Board members are removed, the vacancies on the Board shall be filled in accordance with the rules promulgated by the Bureau of Condominiums. However, any Director elected in this manner shall only serve until such time as an election can be held in accordance with Paragraph 4.2. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer) shall constitute the resignation of such Director.

(c) Until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, other than due to the removal of a Director as provided in Paragraph 4.3(b), any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall 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.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed. Such meeting shall be open to all Unit Owners and notice of such meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, but no further notice to the Board of the organizational meeting shall be necessary.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. The notice must include an agenda. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Any meeting of the Board of Directors shall be open to all Unit Owners. Any Unit Owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board may adopt reasonable rules and regulations governing the tape recording and video taping of any meeting. The Board may also adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments or at which amendment to the rules regarding unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day requirement shall be made by an affidavit executed by the person who provides the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices shall thereafter be posted. A notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of twenty percent (20%) of the voting interests. If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose. Notice of the meeting shall be given to the Directors personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency.

4.8 Waiver of Notice. Any Directors may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A quorum at Directors' meetings shall 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 shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declarations, the Articles or these By-Laws.

4.10 Adjourned Meetings. If, at any proposed 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, provided notice of such newly scheduled meeting is given as required hereunder.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the president (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

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

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The records of the Association shall be made available to a Unit Owner within forty-five (45) miles of the Condominium property or within the county in which the Condominium property is located. However, this Section may be complied with by having a copy of the official records of the Association available for inspection or copying on the Condominium property or Association property, or the Association may offer the option of making the records of the Association available to a Unit Owner either electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

4.14 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of members of the Board of Directors (but less than a quorum of the Board) with equal representation from the Condominium. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have the power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraph (g) and (p) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15 Transfer of Association Control; Claims of Defect by Association. If Unit Owners other than the Developer own fifteen (15%) percent or more of the units in a condominium that will be operated ultimately by an association, the Unit Owners other than the Developer are entitled to elect at least one-third (1/3rd) of the members of the board of administration of the association. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

- (a) Three (3) years after fifty (50%) percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- (b) Three (3) months after ninety (90%) percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- (c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
- (e) When the Developer files a petition seeking protection from bankruptcy;
- (f) When a receiver for the developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or
- (g) Seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), Florida Statutes, or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee or such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one (1) condominium, seven (7) years after the date of recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), Florida Statutes, or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to Section 718.403, Florida Statutes, seven (7) years after the date of recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), Florida Statutes, or the recording of an instrument that transfers title to a unit which is not

accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first.

The Developer is entitled to elect at least one (1) member of the board of administration of an association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent, in condominiums with fewer than five hundred (500) units, and two (2%) percent, in condominiums with more than five hundred (500) units, of the units in a condominium operate by the association. After the developer relinquishes control of the association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect members of the Board. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division of Florida Condominiums, Timeshares, and Mobile Homes the name and mailing address of the Unit Owner Board member.

If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (1) assessment of the Developer as a Unit owner for capital improvements; or (2) any action by the Association that would be detrimental to the sales of Units by the Developer; however, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, or for the purposes of Paragraph (g) below, not more than ninety (90) days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association which is held or controlled by the Developer, including, but not limited to, the following items:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration and all amendments;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the By-Laws of the Association;
- (d) The minute books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Developer;
- (g) The financial records, including financial statements, of the Association, and source documents since the incorporation of the Association to the date of turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to Chapter 473, Florida Statutes. The accountant performing the audit shall examine to the extent necessary supporting

documents and records, including the cash disbursements and related paid invoices, to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments;

(h) Association Funds or the control thereof;

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer in writing to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;

(j) A copy of the plans and specifications utilized in the construction or remodeling of the improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property;

(k) A list of names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and landscaping of the Condominium Property.

(l) Insurance policies;

(m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property;

(n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association;

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective;

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;

(q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable;

(r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and

(s) All other contracts to which the Association is a party.

If, during the period prior to the time that the Developer relinquishes control of the Association pursuant to the provisions hereof, any provision of the Condominium Act or any rule promulgated thereunder is violated by the Association, the Developer is responsible for such violation and is subject to the administrative action provided in Chapter 718, Florida Statutes, for such violation or violations and is liable for such violation or violations to third parties.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper

officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining all of the Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Collecting the Assessments for Common Expenses from Unit Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners of the Condominium to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- (j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (k) Obtaining and reviewing insurance for the Condominium Property.
- (l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (n) Levying fines against the Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units in the Condominium represented at meeting at which quorum thereof has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum with respect to the Condominium in excess of \$50,000.00; provided further that the Board of Directors may not borrow money to pay for anticipated current operating expenses or for unpaid operating expenses previously incurred. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner of the Condominium who pays to the creditor such portion thereof as his interest in his

Common Elements bears to the interest of all the Unit Owners in their Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.

(p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.

(r) Granting easements and licenses over the Condominium Property as permitted by the Declaration or the Florida Condominium Act.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law in any one case.

(t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Florida Condominium Act, and (ii) all powers of a Florida corporation not for profit.

(u) Contracting with and creating special taxing districts.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. 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 are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. 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. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

6.6. Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.15 hereof and by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon the election of a successor. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or other Directors or officer (other than appointees of the Developer or other Directors or officers who are not Unit Owners) shall constitute a written resignation of such Director or officer.

9. Fiscal Management. The provisions for fiscal management of the Association, set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Condominium and allocate and assess such expenses among the appropriate Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, each budget shall include reserve accounts for roof replacement, building painting and pavement resurfacing and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and estimated replacement cost of each reserve item. Although reserve accounts must be included in the budget, funding thereof may be reduced or waived by a majority vote in person or by limited proxy at a duly called meeting of such appropriate members.

The adoption of a budget for each Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget for the Condominium shall be mailed or hand delivered to each Unit Owner in the Condominium at the address last furnished to the Association not less than fourteen (14) days prior to the meeting of the Unit Owners or the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. Evidence of compliance with this 14-day notice must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association. The meeting must be open to the Unit Owners.

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen (115%) percent of such Assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the Unit Owners, a special membership meeting shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget requires a vote of Owners of a majority of all the voting interests in the Condominium.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there must be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association in respect of the Condominium which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for the Condominium in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners in the Condominium for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members of the Condominium, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget of the Condominium for such year.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible, at least ten (10) days preceding the year for which the Assessments are made. Each owner of the one hundred (100) units individual share for any assessment shall be 1.0%. Such Assessments shall be due in equal installments, payable in advance on the first day of each month of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and monthly installments on such Assessment shall 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 Assessment may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended Assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. If only a partial month remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution. Regular monthly installments shall be due one full month in advance.

9.3 Other Charges. Charges by the Association against members for other than Common Expenses shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

9.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due

immediately upon notice given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Assessment.

9.5 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may not be commingled.

9.6 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board of Directors or its agent may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due on the date the claim of lien is filed as provided in Article 12 of the Declaration and Section 718.116, Florida Statutes.

9.7 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons who control or disburse funds of the Association, including any person authorized to sign checks, the President, Secretary and Treasurer of the Association. The amount of such bonds shall be in accordance with the Florida Condominium Act as amended from time to time, but in no event shall the amount of the bond be less than Ten Thousand (\$10,000.00) Dollars for each such person so bonded. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.8 Accounting Records and Report. Within ninety (90) days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the By-Laws of the Association, the Board of Administration of the Association shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administration and salary expenses; and
- (j) Reserves for capital expenditures, deferred maintenance, and any other category for which the association maintains a reserve account or accounts.

9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as determined by the Board.

9.10 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of such information, for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

12. Amendments. Except where the Declaration provides otherwise, these By-Laws may be amended in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered and shall comply with the provisions of Section 718.112(2)(c)1, Florida Statutes.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the 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 that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) Prior to the time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning a majority of the Units represented at any meeting at which a quorum has been attained and by not less than two-thirds (2/3rds) of the Board of Directors of the Association; or

(b) After such time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning not less than 75% of the Units represented at any meeting at which a quorum has been attained.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.

13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units of each Condominium represented at a meeting at which a quorum thereof is present may overrule the Board with respect to any such modifications, amendments or additions relating to the Condominium, and a majority of the members represented at a meeting of the entire membership at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions relating to the Condominium. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date

thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

14. Mandatory Nonbinding Arbitration. Prior to the institution of court litigation with regard to any dispute between two or more parties that involves the authority of the Board of Directors under any law or Association document to require any Unit Owner to take any action, or not to take any action, involving that Unit Owner's Unit; to alter or add to a common area or element; or the failure of the Association to properly conduct elections, give adequate notice of meetings or other actions, properly conduct meetings, or allow inspection of books and records, the parties to such dispute shall petition the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation for mandatory nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by the Division. The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. The filing of a petition for arbitration shall toll the applicable statute of limitations.

At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law. The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the Circuit Court in the circuit in which the arbitration took place. A petition may not be granted unless the time for appeal by the filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

15. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

THE FOREGOING were adopted as the By-Laws of RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the ____ day of _____, 2020.

APPROVED:

Robert Kodsi, President

Secretary

SCHEDULE A TO BY-LAWS

RULES AND REGULATIONS
FOR
RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium of RIVER PALMS RIVERFRONT CONDOMINIUM ASSOCIATION, INC. They are applicable to all occupants of Units as well as to Unit Owners.

1. The entranceways, passages, vestibules, lobbies, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No personal property shall be stored in them.
2. Each Unit Owner's personal property must be stored within his Unit or within storage lockers or spaces, if any, appurtenant to his Unit as Limited Common Elements.
3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
4. No articles shall be placed in the hallways.
5. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces or similar areas.
6. Neither rugs, laundry nor any other articles shall be shaken or hung from windows, doors, balconies, terraces or exterior walls.
7. Garbage and other refuse shall be placed only in designated areas.
8. Employees of the Association are not to be engaged by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising the Association's employees.
9. No Unit Owner shall make disturbing noises in the Building or permit his family, servants, employees, agents, visitors, or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or Occupants.
10. No radio or television installation or other electronic equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.
11. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or any part of a Unit so as to be visible outside the Unit. Additionally, other than those originally installed by the Developer, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portions of the Building or on the Common Elements. However, the Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep. Any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
12. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used in small

barbecues or for normal household purposes. No gas, electric, or charcoal grills are permitted on patios or balconies.

13. A Unit Owner who plans to be absent must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer damage and by furnishing the Association with the name(s) of that firm or individual.

14. No glass beverage containers may be permitted on the Common Elements.

15. No exterior antennae shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as temporary communications systems.

16. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.

17. Dogs and household cats are not permitted on any part of the Common Elements (except a balcony or terrace appurtenant to the Unit of the animal's owner) except when they are leashed and being walked or transported directly off the Condominium Property or directly to their owner's Unit. Dogs and household cats must weigh less than thirty (30) pounds.

18. All enclosed parking spaces shall be kept in a neat and orderly fashion. Nothing shall be stored in the enclosed parking space except that items may be stored in a storage closet which is approved by the Board of Directors.

19. No solicitation of any kind shall be permitted on the Condominium Property.

20. Every Unit Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration and the By-Laws of the Association (all as amended from time to time), to the extent applicable. Failure of an Owner or occupant to comply shall be grounds for legal actions which may include, without limitation, an action to recover sums due for damages an action for injunctive relief, and any combination of such actions.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine not exceeding \$100.00 per violation may be levied. Fines may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided no such fine shall exceed \$1,000.00 in the aggregate. Fines may be levied against an Owner, occupant, family, guest, invitee, lessee or employee for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any rule of the Association or with any provision of the Declaration or the By-Laws of the Association, provided the following procedures are adhered to:

(a) Notice. A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' notice and an opportunity for a hearing to the unit owner and if applicable, its occupant, licensee, or invitee.

(b) Hearing. The non-compliance shall be presented to a committee of the unit owners (the "Committee"), at which time the Owner or Occupant shall present reasons why the fine should not be levied. The Owner or Occupant may be represented by counsel and may cross-examine witnesses. A written decision of the Committee shall be submitted to the Owner or Occupant by not later than twenty-one (21) days after their meeting. If the Committee does not agree with the fine, then the fine may not be levied. If the Committee agrees with the fine, or changes the amount of the fine, then the Unit Owner shall pay the fine within thirty (30) days after written decision of the Committee mailed to the Unit

Owner. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household.

(c) Members of Infractions Committee. The Infractions Committee shall consist of three (3) Unit Owners, who are not on the Board of Directors nor persons residing in a board member's household. The Board of Directors may select the members of the Infractions Committee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not agree, the fine or suspension may not be imposed.

(d) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(e) Non-exclusive Remedy. These fines shall be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

21. Except for rules, regulations and requirements regarding (a) leases or lessees which must be approved by the Association (b) the presence of pets or (c) parking restrictions, these rules and regulations shall not apply to the Developer, to the Developer's agents, employees or contractors, to the Primary Institutional First Mortgagee, or to Units owned by the Developer or the Primary Institutional First Mortgagee until they are conveyed. They shall apply, however, to all other Owners and occupants of Units.