

MERGED

DECLARATION OF CONDOMINIUM OF HIDDEN HARBOUR CONDOMINIUM STUART, FLORIDA

(through March 2001)

Made this 26th day of May, 1972 by HIDDEN HARBOUR CORPORATION, a Florida corporation, hereinafter called the "Developer", for itself, its successors and assigns.

WHEREIN the Developer makes the following Declarations:

1. PURPOSE

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

2. NAME AND ADDRESS

The name by which this condominium is to be identified is HIDDEN HARBOUR CONDOMINIUM; and its address is Hidden Harbour, Stuart, Florida.

3. THE LAND

The Lands owned by the Developer, which by this Declaration of Condominium are submitted to the condominium form of ownership, are located in Martin County, Florida. A description therein is attached, as Exhibit A.

4. DEFINITIONS

The terms used in this Declaration of Condominium and its Exhibits, and in all amendments thereto, will have the following meanings, unless the context hereof otherwise requires.

- 4.1. Association means HIDDEN HARBOUR ESTATES, INC., the Florida not for profit corporation, its successors and assigns, responsible for the operation of the condominium.

4.2. Assessment means a share of the funds required for the payment of common expenses that, from time to time, is assessed against each lot owner.

4.3. Common Elements means all portions of the condominium, except the lots and the three apartments located upon two of the lots, and will include the tangible personal property required for the maintenance and operation of the condominium.

Common Expenses include:

- A. Expenses of administration; and expenses of maintenance, operation, repair or replacement of the common elements and of the portions of the lots to be maintained by the Association, specifically including, without limitation, the cost of security services and the cost of directors' and officers' liability insurance.
- B. Expenses declared common expenses by provisions of this Declaration of Condominium or the Bylaws of the Association, including any expenses incurred as the result of any operation from which revenue will be produced.
- C. Any valid charge against the condominium property as a whole.
- D. Expenses of any utility services not separately metered to lots.

4.4. Common Surplus means the excess of all receipts of the Association, including assessments and rents received from the leasing of common elements, over the amount of common expenses.

4.5. Condominium means all of the condominium property as a whole, including the land of the condominium, all improvements thereon, and all easements and rights appurtenant thereto; as well as the meaning stated in the Condominium Act.

4.6. Lot means a part of the condominium property that is to be subject to private ownership; or a unit, as defined in the Condominium Act.

Wherever the context hereof so permits, the use of the plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

5. DEVELOPMENT PLAN

5.1. General Description. The condominium includes two hundred and two (202) lots, upon one of which is located a building containing two apartments and upon one of which is located a building containing one apartment. Mobile

homes, which are not a part of the condominium, are placed upon the remainder of said lots, except for those that are vacant. Said lots and apartments, which are appurtenant to the lots where located, will be subject to private ownership.

The condominium also includes roads, walks, parking areas, landscaping, a recreation building, a shop building, a swimming pool, shuffleboard courts, a marina, storage area for trailers or other property, drain ways, a sewage treatment plant, a water treatment plant, and related equipment and facilities.

- 5.2. Survey and Plot Plans. A survey and plot plan of the land showing the lots and common elements with locations and dimensions, is attached as a part of Exhibit B. For the purpose of identification, all lots are given identifying numbers or a combination of a number and a letter, as shown upon said survey and plot plan; and no lot bears the same identifying number or combination of a number and a letter as any other lot. Plot plans of lots 153, 153A and 16A, upon which apartments are located, showing the buildings and the location and dimensions of each apartment are also attached as a part of Exhibit B.
- 5.3. A Surveyor's Certificate that said survey and plot plans, together with the wording of this Declaration of Condominium, is a correct representative of the improvements described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each lot or unit, is attached as Exhibit C.
- 5.4. The following easements, for the use and benefit of the Developer, of the Association, of the owners of lots, and of the invitees of such parties, are reserved and created through the condominium:
 - A. Such easements as may be required for utility services, in order to adequately serve the condominium. However, such easements through the apartments located upon lots 153, 153A and 16A will be only according to the plans and specifications for said apartments or as they may be constructed, unless approved in writing by the owner of such lots.
 - B. Road easements, located as shown upon the attached survey and plot plans, for ingress and egress to and from the condominium; and for access to all portions of the condominium.
 - C. Easements over and across each lot, as may be necessary or reasonable for ingress and egress to and from any other lots or common elements.
- 5.5. Boundaries. The boundaries of the lots are as shown in the attached survey and plot plan; the boundary between lots 153 and 153A being the vertical

plane of the centerline of the wall separating the apartments located upon said lots.

6. OWNERSHIP AND USE OF COMMON ELEMENTS

There will be an equal undivided share in the common elements appurtenant to each lot of the condominium, as follows: Each lot will have an undivided 1/202 share. The total of such shares shall be 100%.

The fee title to each lot will include both the lot and its undivided share in the common elements, said undivided share to be deemed to be conveyed or encumbered with its respective lot, even though the description in the instruments of conveyance or encumbrance may refer only to the fee title to the lot. Any attempt to separate the fee title to any lot from the undivided share in the common elements appurtenant thereto will be null and void.

The Association will have the power to assign the exclusive right to use boat slips at the condominium's marina and spaces at its storage area to lot owners; and the terms and conditions of such assignments will be determined by the Board of Directors of the Association. However, none of such assignments will be canceled by the Association while the assignee remains a lot owner, unless the assignee fails to comply with the terms and provisions of this Declaration of Condominium, the Articles of Incorporation of the Association, the By-laws of the Association, or the rules and regulations made by the Board of Directors of the Association; and unless the assignee is furnished with at least a thirty (30) day notice of such cancellation.

7. COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium will be shared by the lot owners in equal shares, one such share being apportioned to each lot; and any common surplus of the Association will be owned by the lot owners in equal shares, one such share being apportioned to each lot.

Any consideration received from the assigning of the exclusive right to use boat slips and storage spaces will not be designated for any particular use. Such consideration will be added to the funds of the Association, to be used with assessments and other receipts for the purpose of paying all common expenses.

8. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

8.1. Lots.

A. The Association will:

- (1) Furnish cutting and edging services required for the proper care of all lawns. Such will be done at the expense of the Association.**

- (2) Maintain, repair and replace all conduits, plumbing, wiring and other utility services, provided such maintenance, repair or replacement is necessary to properly furnish utility services to parts of the condominium other than the lot where located. Such will be done at the expense of the Association, unless made necessary by the negligence of any lot owner, members of his family or his guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said lot owner.

B. The lot owners will:

- (1) Furnish all gardening services required for the proper care of any hedges, trees or other plantings. Such will be done at the expense of the lot owner.
- (2) Maintain, repair and replace all conduits, plumbing, wiring and other facilities for the furnishing of utility services, except those to be maintained, repaired and replaced by the Association. Such will be done at the expense of the lot owner.
- (3) Maintain, repair and replace all home anchoring installations, foundations, drives, patios and other installations or facilities used in conjunction with the occupation of the homes. Such will be done at the expense of the lot owner.

8.2. Apartments.

- A. The Association will maintain, repair and replace all conduits, plumbing, wiring and other facilities for the furnishing of utility services contained within the apartments located upon lots 153, 153A and 16A, provided such maintenance, repair or replacement is necessary to properly furnish utility services to parts of the condominium other than any of said apartments and the lot upon which it is located. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family, guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.
- B. The Apartment Owners will maintain, repair and replace all portions of the apartments and all fixtures and equipment contained within or about the apartments, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be done at the expense of the apartment owner.
- C. Alterations and Improvements. No structural alteration or exterior improvements will be made in or to any apartment without the prior written approval of the Board of Directors of the Association; and the

boundary between the apartments located upon lots 153, 153A will not be altered, without the prior written consent of the Board of Directors of the Association.

8.3. Common Elements.

- A. The Association will maintain, repair and replace all common elements of the condominium and the cost thereof will be a common expense.
- B. Alterations and improvements to the common elements may be made at the discretion of the Board of Directors. Such alterations or improvements shall be limited to a maximum expenditure of \$2,500.00 in a fiscal year, unless otherwise authorized by a majority of the members qualified to vote at members' meetings. However, no alterations or improvements will be made that interfere with the use of any lot, unless the owner thereof gives his written consent.

9. **ASSESSMENTS**

The making and collection of regular and special assessments against lot owners for common expenses will be done by the Board of Directors of the Association, subject to the following provisions:

- 9.1. Share of Common Expenses. Each lot owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments and other charges which come due while he or she is the lot owner and is jointly and severally liable with the previous owner for all unpaid assessments and other charges that came due up to the time of transfer of title. The liability of a first mortgagee or its successors or assigns, which is defined to include only subsequent holders of the first mortgage, acquiring title to a lot by foreclosure or deed in lieu of foreclosure for unpaid assessments and other charges that came due prior to the acquisition of title is limited to the lesser of the lot's unpaid common expenses and regular periodic expenses which accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. This limited liability shall only apply to first mortgagees, their successors or assigns, and only if the first mortgagee joined the Association as a defendant in its foreclosure action.
- 9.2. Interest: Late Charges: Application of Payments. Assessments and installments on such assessments, which are paid on or before ten (10) days after date when due, will not bear interest, but all sums not paid on or before ten (10) days after the date when due will bear interest at the highest rate permitted by law from the date when due until paid, and shall be subject to a

late charge not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time. All payments upon account will be applied in the manner set forth in the Condominium Act, as same may be amended from time to time.

- 9.3. Lien for Assessments. The Association will have a lien upon each lot and upon all property located upon each lot for any unpaid assessments, including those due at the time a claim of lien is recorded, as well as all of those which come due up to the time the claim of lien is satisfied or a certificate of title is issued in a foreclosure action on a claim of lien, together with interest, late charges, costs and attorneys' fees. All sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its liens will be payable by the lot owner and secured by such liens. The Association's lien shall be effective, as against first mortgages of record, the date upon which a claim of lien is recorded in the public records of Martin County, Florida. As against all other liens and interests, the Association's claim of lien shall relate back to the original recording date of this Declaration of Condominium or such later date as may be required by law, but in no event later than the effective date of this amendment.
- 9.4. Collection and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to such a suit, it will apply all sums due it covered by the lien being enforced as a cash credit against its bid. In case of the foreclosure of an assessment lien, the lot owner will be required to pay a reasonable rental for the lot and the plaintiff in such foreclosure suit will be entitled to the appointment of a receiver to collect same from the lot owner and any occupant.
- 9.5. Conditions of Occupancy. Any person who acquires an interest in a lot, except as hereinabove described, will not be entitled to its occupancy or to the enjoyment of its common elements, until all unpaid assessments due and owing by the former owner have been paid.
- 9.6. Assignment of Claim and Lien Rights. The Association will have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any lot owner or group of owners, or to any third party.

10. ASSOCIATION

- 10.1. Bylaws and Articles of Incorporation. The operation of the condominium will be the Association which will fulfill its functions pursuant to the provisions of this Declaration of Condominium, its Articles of Incorporation and Bylaws. Copies of said Articles of Incorporation and Bylaws are attached.
- 10.2. Modification or Amendment. No modifications or amendments to the Articles of Incorporation or Bylaws of the Association will be valid unless set forth in, or annexed to, a duly recorded amendment to this Declaration of Condominium; and no such modifications or amendments will be adopted if they will affect or impair the validity or priority of the record owner of any mortgage encumbering any lot, unless said mortgagee joins in the execution of the modification or amendment.
- 10.3. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to lot owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.
- 10.4. Restraint upon Assignment of Shares in Assets. The share of a lot owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot.
- 10.5. Approval or Disapproval of Matters. Whenever the decision of a lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision will be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration of Condominium.
- 10.6. Management of Common Elements. The Association has the power to lease the common elements and may charge a use fee against any lot owner or group of lot owners for the use of the common elements where such use may be to the exclusion of some or all of the other lot owners.
- 10.7. The Association has the irrevocable right of access to each lot in each lot during reasonable hours, when necessary for the inspection, maintenance, repair or replacement of any common elements or of any portion of the lot to be maintained by the Association or as may be necessary to prevent damage to the common elements, the lot or other lots or to abate an emergency or nuisance.

11. INSURANCE

The insurance, other than title insurance, that will be carried upon the condominium will be governed by the following provisions:

11.1. The Association will purchase insurance policies as follows:

- A. Casualty insurance covering all buildings and improvements, except the homes upon the lots, the apartments located upon lots 153, 153A and 16A, the installations, facilities, fixtures and equipment used in conjunction with the occupancy of the homes and apartments, the docks at the marina and the swimming pool, in amounts equal to the maximum insurable replacement value thereof, excluding foundation and excavation costs; and covering all personal property included in the common elements, in amounts equal to its value as determined by the Association. Such coverage will afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and against such other risks as from time to time may be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief.
- B. Public Liability insurance covering all buildings and improvements, except the homes upon the lots and the apartments located upon lots 153, 153A and 16A; and covering all of the lots and all of the land and personal property included in the common elements. Such coverage will be in amounts determined by the Association; and will include, but not be limited to, hired automobile and non-automobile expenses. It will have cross liability endorsements to cover liabilities of the lot owners as a group to individual lot owners.
- C. Workmen's compensation insurance to meet the requirements of law.
- D. Such other insurance as the Association shall from time to time determine to be desirable.

11.2. Named Insured and Loss of Payable Provisions. The named insured of all policies purchased by the Association will be the Association, individually, and the Association as agent for the lot owners, without naming them; and the officers and directors of the Association, individually, will also be named as insured of all liability policies purchased by the Association. All such policies will be for the benefit of the Association, lot owners, mortgagees of lot owners, and the officers and directors of the Association, as their interests may appear.

11.3. Each lot owner may purchase such additional insurance policies as he may determine to be desirable, such as for casualty coverage upon his home, other

personal property, apartment or the installations, facilities, fixtures and equipment used in conjunction with his occupancy of his home or apartment; and for public liability coverage as to occurrences within his home or apartment.

- 11.4. Premiums upon all insurance policies purchased by the Association will be paid by the Association as a common expense; and premiums upon all other insurance policies will be paid by the individual lot owners.

12. RECONSTRUCTION OR REPAIR AFTER CASUALTY

In the event any part of the condominium, except the homes upon the lots, the apartments located upon lots 153, 153A and 16A and the installations, facilities, fixtures and equipment used in conjunction with the occupancy of the homes and apartments, are damaged by casualty, it will be reconstructed or repaired.

- 12.1. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or improvement; or according to plans and specifications approved by the Board of Directors of the Association.
- 12.2. Responsibility. In all instances of damage by casualty to such property, the responsibility of reconstruction and repair after casualty will be that of the Association.
- 12.3. Assessments. Immediately after damage by casualty to such property, the Association will obtain reliable and detailed estimates as to the cost of reconstruction or repair. If the proceeds of insurance are not sufficient to defray such estimated cost, or if at any time during reconstruction or repair, or upon completion of reconstruction or repair, the funds for the payment of the cost of reconstruction or repair are not sufficient, emergency assessments will be made against all lot owners in sufficient amounts to provide funds for the payment of costs. Such assessments will be in proportion to the lot owners' shares in the common elements.
- 12.4. Construction funds. The funds for payment of costs of reconstruction and repair after casualty to such property, which will consist of the proceeds of and funds collected by the Association from assessments against lot owners, will be held by the Association and disbursed by it in payment of such costs.
- 12.5. Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in a construction fund after payment of all costs for which the fund is established, such balance will be distributed to the lot owners in proportion to their shares in the common elements; and, as to any lots encumbered by a mortgage, to the lot owner and the mortgagee. However, the part of a

distribution to a lot owner that is not in excess of assessments paid by such owner into the construction fund will not be made payable to his mortgagee.

13. USE RESTRICTIONS

13.1. The use of the condominium will be in accordance with the following provisions, as long as the condominium exists:

- A. Except for the apartments located upon lots 153, 153A and 16A, only one modern home designed as permanent living quarters may be placed on each lot; and, except for the mobile homes located upon the lots as of the date of this Declaration of Condominium, the plans and specifications for all new homes must be in accordance with the most recent Hidden Harbour Estates, Inc. Building Committee specifications, and have an approved Hidden Harbour Estates, Inc. Building Permit issued by the Board of Directors of the Association. In addition, each home must be anchored according to Hidden Harbour Estates, Inc. approved specifications, and have a carport cover, a patio cover, skirting and a utility storage cabinet. No temporary or permanent improvements or alterations may be made to any lot, and no lot owner may change the appearance of any portion of the exterior of his home or apartment, without first obtaining a Hidden Harbour Building Permit.
 - (1) Each home and its appurtenances shall be no closer than ten (10) feet on the sides from the adjacent home and its appurtenances. It shall have a ten (10) foot set-back from the edge of the sidewalk or in line with the other homes on the street and five (5) feet from the rear property line. Planters, mailboxes and lights are not to be considered as yard encroachments.
 - (2) All structures in place on each lot prior to the adoption of amendment 13.1.A.1 shall be grandfathered.
 - (3) All residents' units shall have one story only. This will be the ground floor.
- B. None of the lots and none of the apartments located upon lots 153, 153A and 16A may be divided into smaller lots or living quarters, except with the written approval of the Board of Directors of the Association; and no additions thereto may be made, except with the written approval of the Board of Directors of the Association.
- C. Occupancy. Each home and each apartment located upon lots 153, 153A and 16A, will be occupied only by the owner of the lot upon which it is located, the adult members of his family and his social guests, subject to the restrictions in subparagraph (D) below, as a single family private dwelling.

- (1) The word "family" is defined as: the owner's spouse, parents, grandparents, children, grandchildren, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, nieces and nephews.
 - (2) There will be no exceptions without the written approval of the Board of Directors of the Association as it pertains to C.(1).
 - (3) However, no home or apartment may become the permanent living quarters for more than two (2) persons without the written approval of the Board of Directors of the Association; and it will be deemed that any home or apartment has become the permanent living quarters for any person occupying it for a period in excess of sixty days in any calendar year. The Board of Directors of the Association, as a condition to such approval, will require a reasonable sum to be paid to the Association each month by the owner of any home or apartment which has become the permanent living quarters for more than two (2) persons. The purpose of such payment would be to defray the anticipated additional common expenses occasioned by additional use of the common elements.
- D. All guests must be registered at the Association's Office.
- E. No fences, walls, hedges, clotheslines, "For Sale" signs, "For Rent" signs, TV antennas or similar items or devices will be permitted upon any lot, without the written approval of the Board of Directors of the Association.
- F. Hidden Harbour Condominium is a residential condominium designed and intended as housing for older persons. Accordingly, the members of the community wish to operate as housing for older persons as that term is used and defined in the applicable Federal and State Fair Housing laws. Accordingly, all lots in the condominium shall be held for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions noted below, and no permanent occupancy by persons under the age of eighteen (18) shall be permitted. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-five (55) unless the lot is also occupied by at least one person fifty-five (55) years of age or older. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the lot out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the lot without at least one occupancy fifty-five (55) years of age or older. The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on

the condition that all purchasers verify in writing that they intend to hold the lot out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the lot with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-five (55) will be permitted are those which the Association is required by law to permit, the surviving spouse of a deceased member where the deceased member was fifty-five (55) years of age or older, and the surviving children of a deceased member.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, leases and other transfers pursuant to this Declaration and for the purpose of assuring that at least eighty percent (80%) of the occupied lots in the condominium are occupied by at least one person fifty-five (55) years of age or older. The Board of Directors shall take all reasonable steps to insure that the condominium's status as housing for older persons is preserved and protected. The Board shall also conduct a census to verify the age of the occupants of all occupied lots and shall obtain reliable documentation of age, such as a driver's license, birth certificate, passport, immigration card, military identification, other state, local, national or international official documents containing a birth date of comparable reliability or a certification in a lease, application, affidavit or other document asserting that at least one person in the lot is fifty-five (55) years of age or older. The Board shall conduct such a census after the enactment of this amendment and shall update the census at least once every two years thereafter or as often as required by applicable law.

- G. No animals or pets of any kind, except small birds, will be kept in any home, in the apartments located upon lots 153, 153A and 16A or on any property of the condominium, except with the written approval of the Board of Directors of the Association and in accordance with the rules and regulations adopted by such Board. Provided that no animals or pets will be kept, bred or maintained for any commercial purposes and further provided that any such animal or pet causing or creating a nuisance or unreasonable disturbance will be permanently removed, upon three (3) days written notice from such Board.
- H. Vehicles
 - (1) $\frac{3}{4}$ ton pickup trucks and one ton motor vans are permitted in the condominium.

- (2) Large trucks, trailers, and boat trailers will only be permitted in areas of the condominium designated by the Board of Directors of the Association and for a limited time only as available.
 - (3) No vehicle may be parked so as to extend over the sidewalk while parked in the driveway. No overnight parking is permitted on the street.
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- I. The speed limit for all vehicles within the condominium will be ten (10) miles per hour. Horns may not be used; and there will be no all night on-street parking. All driving and parking will be only upon paved areas that are designated for such purposes; and there will be a fifteen (15) minute parking limit along the marina bulkhead, for the loading and unloading of boats.
 - J. There will be no peddling, soliciting or commercial enterprises within the condominium, unless approved by the Board of Directors of the Association.
 - K. Fish will only be cleaned at the area of the marina designated for such purpose by the Board of Directors of the Association.
 - L. The common elements will be used only for the purposes for which they are intended.
 - M. No nuisances will be allowed within the condominium, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage will be allowed to accumulate, nor any fire hazard allowed to exist. No lot owner will permit any use of his lot or make any use of the common elements that will increase the cost of any insurance upon the condominium.
 - N. No improper, offensive or unlawful use will be made of the condominium nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction, will be observed.
 - O. No rooms may be rented and no transient tenants may be accommodated.
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- 13.2. Reasonable rules and regulations concerning other uses of the condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of such rules and regulations will be furnished by said Board to all lot owners and residents of the condominium, upon request.

14. MAINTENANCE OF COMMUNITY INTERESTS

14.1. Transfer subject to approval

- A. Sale. No lot owner may dispose of a lot or any interest in a lot by sale without the approval of the Board of Directors of the Association, except to another lot owner.
- B. Lease. No lot owner may dispose of a lot or any interest in a lot by lease, as a regular practice for business, speculation, investment or similar purposes. The Board of Directors shall have the discretion and authority to allow a lease for a minimum of three (3) months in any twelve (12) month period. No lease shall be approved that extends beyond twelve (12) months. This exception to the general no lease rule shall be used to meet special situations and to avoid undue proven hardship.
- C. Gift. If any lot owner shall acquire his title by gift, the continuance of his ownership of his lot will be subject to the approval of the Board of Directors of the Association.
- D. Devise or inheritance. If any lot owner shall acquire his title by any devise or inheritance, the continuance of his ownership of his lot will be subject to the approval of the Board of Directors of the Association.
- E. Other transfers. If any lot owner shall acquire his title by devise or inheritance, the continuance of his ownership of his lot will be subject to the approval of the Board of Directors of the Association.

14.2. Approval by Association.

- A. Notice to Association.
 - (1) Sale. An owner intending to make a bona fide sale of his lot or any interest in it will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as such Board may reasonably require. Such notice, at the lot owner's option, may include a demand by the lot owner that said Board furnish a purchaser of the lot if the proposed purchaser is not approved. If such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell; and such contract will set forth the proposed purchase price for the lot, exclusive of any other property.
 - (2) Lease. A lot owner intending to make a bona fide lease of his lot or any interest in it will give to the Board of Directors of the

Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as said Board may reasonably require and an executed copy of the proposed lease.

- (3) Gift, devise or inheritance, other transfers. A lot owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, will give to the Board of Directors of the Association notice of the acquiring of his title, together with such information concerning the lot owner as said Board may reasonably require and a certified copy or the instrument evidencing the owner's title.
- (4) Failure to give notice. If the above required notice to the Board of Directors of the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a lot said Board at its election and without notice may approve or disapprove the transaction or ownership. If said Board disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of Approval.

- (1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association. However, no action by such Board within said thirty (30) day period will be deemed to constitute its approval of the proposed transaction.
- (2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association. However, no action by such Board within said thirty (30) day period will be deemed to constitute its approval of the proposed transaction.
- (3) Gift, devise or inheritance, other transfers. If the lot owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the continuance of the lot owner's ownership of his lot. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association. However, no action by such Board within said thirty (30) day period will

be deemed to constitute its approval of the proposed transaction.

- C. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a home or an apartment for such use, if the lot owner or purchaser of a lot is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the home or apartment be approved by the Board of Directors of the Association.

14.3. Disapproval by Association. If the Board of Directors of the Association disapproves a transfer or ownership of a lot, the matter will be disposed of in the following manner:

- A. Sale. If the proposed transaction is a sale and if the notice of sale given by the lot owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association will deliver or mail by registered mail to the lot owner an agreement or purchase the lot concerned (exclusive of any other property) by a purchaser approved by it, who will purchase and to whom the lot owner must sell the lot upon the following terms.
- (1) At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or will be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the lot; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.
 - (2) The purchase price will be paid in cash.
 - (3) The sale will be closed within forty-five (45) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.
 - (4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.
 - (5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by it shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved, and such Board shall furnish a certificate of approval as elsewhere provided.

- B. Lease. If the proposed transaction is a lease, the lot owner will be advised of the disapproval in writing and the lease will not be made.
- C. Gifts, devise or inheritance, other transfers. If the lot owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the lot owner of the notice and information required to be furnished, the Board of Directors of the Association will deliver or mail by registered mail to the lot owner an agreement to purchase the lot concerned (exclusive of any other property) by a purchaser approved by it who will purchase and to whom the lot owner must sell the lot under the following terms:
- (1) The sale price will be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the lot; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.
 - (2) The purchase price will be paid in cash.
 - (3) The sale will be closed within twenty (20) days following the determination of the sale price.
 - (4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.
 - (5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved and said Board shall furnish a certificate of approval as elsewhere provided. Further, the home or apartment located upon such lots for which ownership has been disapproved will not be occupied by its owner or any other persons during the period of disapproval. This provision is in addition to all other provisions of this section pertaining to disapproval of ownership.

- 14.4. Mortgage. No lot owner may mortgage his lot or any interest in it without the approval of the Board of Directors of the Association unless it is to a bank or savings and loan association. The approval of any other mortgage, which will

be shown by a certificate executed by the President and Secretary of the Association, may be upon conditions determined by said Board or may be arbitrarily withheld.

- 14.5. Apartments. As used in this section, the term lot will be deemed to include lots 153, 153A, and 16A and the apartments located thereon.
- 14.6. Purchase by Association. The Association may purchase any lot, in accordance with the provisions of this section, and it may be shown as the purchaser in any agreement delivered to lot owners after disapproval of a transfer or ownership.
- 14.7. Exceptions. The foregoing provisions of this section will not apply to a transfer to or a purchase by the holder of any mortgage upon any lot that acquires its title as the result of owning such mortgage upon the lot concerned, and this will be so whether the title is acquired by deed from the lot owner, his successors or assigns, or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by the holder of any mortgage, that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a lot at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.
- 14.8. Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration of Condominium will be void, unless subsequently approved by the Board of Directors of the Association.

15. COMPLIANCE AND DEFAULT

Each lot owner, tenant, guest, family member and other invitee shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations, as all of the same may be amended from time to time. In the event of a violation of any of the foregoing provisions, an action for damages or injunctive relief, or both, may be brought by the Association or by a lot owner against the Association, a lot owner, any director who willfully and knowingly fails to comply with the foregoing provisions, or any tenant leasing a lot or other invitee occupying a lot. In addition to the foregoing remedies, the Association shall also have the following remedies:

- 15.1. Increase in Insurance Premiums. Each lot owner will pay the Association the amount of any increase in its insurance premiums occasioned by his use, misuse, occupancy or abandonment of his lot, home or apartment, or of the common elements.
- 15.2. Cost and Attorneys' Fees. In any proceeding arising because of an alleged failure of a lot owner, tenant, family member, guest or other invitee or the

Association to comply with the terms of the Condominium Act, this Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association and the rules and regulations made by the Board of Directors of the Association, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court or such other tribunal as may have jurisdiction over the dispute.

- 13.7
\$100 per day
up to \$1,000
- 15.3. No Waiver of Rights. The failure of the Association or its Board of Directors, or any other lot owner, to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration of Condominium, the Articles of Incorporation, the Bylaws of the Association and the rules and regulations made by the Board of Directors of the Association will not constitute a waiver of the right to do so thereafter.

- 15.4. Fines. In addition to and cumulative with all other remedies, the Association may levy reasonable fines against a lot owner for any violation by the lot owner, his tenants, guests, family members or any other invitees, to comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws or the rules and regulations. No fine may exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time, nor may any fine be levied except in accordance with the procedural requirements as set forth in the Condominium Act, as same may be amended from time to time. Should the Condominium Act be silent as to the maximum amount of permissible fines or the procedure required before a fine may be levied, the Board of Directors shall make such determinations.

16. AMENDMENTS

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

- 16.1. Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.
- 16.2. A Resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting, except as elsewhere provided.
- A. Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association, or

- B. Not less than 80% of the votes of the entire membership of the Association.

16.3. Proviso. Provided, however that no amendment will discriminate against any lot owner nor against any class or group of lots, unless the lot owners so affected shall consent, and no amendment will change any lot nor the share of common expenses, unless the record owner of the lot concerned and all record owners of mortgages on such lot shall join in the execution of the amendment, and no amendment will affect or impair the validity or priority of any mortgage covering any lot, unless the mortgagee shall join in the execution of the amendment. Neither shall any amendment be in conflict with the Condominium Act, the Articles of Incorporation or bylaws of the Association, nor will any amendment make any change in the sections here of entitled "Insurance", "Reconstruction or Repair After Casualty", or "Amendments", or in paragraph 14.7 of the section entitled "Maintenance of Community Interests", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

17. TERMINATION

This condominium may be voluntarily terminated in the manner provided for in the Condominium Act at any time.

18. SEVERABILITY

The invalidity in whole or part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or work, or other provision of this Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, or the rules and regulations made by the Board of Directors of the Association shall not affect the validity of the remaining portions.

19. SUBMERGED LAND LEASE

The docking facility appurtenant to the Condominium is on state-owned sovereignty submerged lands, subject to the terms and conditions of that certain Sovereignty Submerged Land Lease No. 430023008 with The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The Association, through its Board of Directors, has authority to enter into said lease, or any other submerged land leases in the future, pursuant to this declaration.

Revised December 2013