

**DECLARATION
OF
CONDOMINIUMS
FOR THE
DEL MAR CONDOMINIUM APARTMENTS**

03/01/2017

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**AMENDED AND RESTATED
DECLARATIONS OF CONDOMINIUM
OF**

**VISTA DEL MAR APARTMENT BUILDING A, A CONDOMINIUM,
VISTA DEL MAR APARTMENT BUILDING B, A CONDOMINIUM,
VISTA DEL MAR APARTMENT BUILDING C, A CONDOMINIUM,
VISTA DEL MAR APARTMENT BUILDING D, A CONDOMINIUM,
VISTA DEL MAR APARTMENT BUILDING E, A CONDOMINIUM,
VISTA DEL MAR APARTMENT BUILDING F, A CONDOMINIUM,
VISTA DEL MAR APARTMENT BUILDING G, A CONDOMINIUM,
VISTA DEL MAR APARTMENT BUILDING H, A CONDOMINIUM, AND
VISTA DEL MAR APARTMENT BUILDING I, A CONDOMINIUM**

NOTE: This document is a substantial rewording of the Declarations. For the present text, see provisions of the Original Declarations, as amended from time to time.

1. INTRODUCTION AND SUBMISSION.

- 1.1 The Land. The real property comprising these Condominiums located in Indian River County, Florida, is more particularly described in Exhibit "A" attached to each of the Original Declarations and incorporated herein by reference (the "Land").
- 1.2 Submission Statement. The Developer submitted the Land and all Improvements thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act, and the submission of the Land to the condominium form of ownership remains effective.
- 1.3 Name. The names by which these Condominiums are to be identified after the effective date of these Declarations are Del Mar Apartment Building A, a Condominium; Del Mar Apartment Building B, a Condominium; Del Mar Apartment Building C, a Condominium; Del Mar Apartment Building D, a Condominium; Del Mar Apartment Building E, a Condominium; Del Mar Apartment Building F, a Condominium; Del Mar Apartment Building G, a Condominium; Del Mar Apartment Building H, a Condominium; and Del Mar Apartment Building I, a Condominium (hereinafter collectively called the "Condominiums").

2. **DEFINITIONS.** The following terms when used in these Declarations and in the 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 Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date of recordation hereof, except where otherwise provided to the contrary.
 - 2.2 "Articles" or "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation of the Association, as amended from time to time.
 - 2.3 "Assessment" means a share of the funds which are 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 Del Mar Association, Inc., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.
 - 2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its Members.
 - 2.6 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
 - 2.7 "Building" means the structure(s) situated on the Condominium Property in which the Units are located.
 - 2.8 "Bylaws" mean the Amended and Restated Bylaws of the Association, as they are amended from time to time.
 - 2.9 "Committee" means a group of Board members, Unit Owners or Board members and Unit Owners appointed by the Board or the President to make recommendations to the Board regarding a proposed annual budget or otherwise to take action on behalf of the Board.
 - 2.10 "Common Elements" means and includes: the portions of the Condominium Property which are not included in the Units or Association Property, as more particularly described in Section 3.5 of these Declarations.
 - 2.11 "Common Expenses" means: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance,

operation, protection, repair or replacement of Common Elements and Association Property, as well as those portions of the Units and Limited Common Elements for which the Association is responsible; (3) expenses declared Common Expenses by the provisions of these Declarations or by the Bylaws; (4) any valid charge against the Association or against the Condominium Property; (5) the costs of carrying out the powers and duties of the Association; and (6) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common Expenses also include all reserves required by the Act or otherwise established by the Board, insurance for directors and officers, and operation expenses, in-house communications, security services, and pest control services to the Units and Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium. The cost of a master antenna television system, duly franchised cable television service and/or internet service obtained pursuant to a bulk contract shall also be a common expense.

- 2.12 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.
- 2.13 "Condominium Documents" means these Amended and Restated Declarations of Condominium and the Exhibits, as the same may be amended from time to time.
- 2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.15 "Condominium Property" means the lands, leaseholds, Improvements and other personal property submitted to Condominium ownership by the Original Declarations, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with each Condominium.
- 2.16 "County" means the County of Indian River, State of Florida.
- 2.17 "Declarations" or "Declarations of Condominium" means this document, as it may be amended from time to time.
- 2.18 "Developer" means the entity identified in the Original Declarations as Developer.

- 2.19 "Exhibits" means Exhibits "A", "B", "C", "D", and "E" of the Original Declarations, and Exhibits "F" and "G" attached to these Declarations, all as more particularly described in these Declarations.
- 2.20 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
- 2.21 "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Unit, including any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Unit; or (iii) any "Secondary Mortgage Market Institution" including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon Units.
- 2.22 "Legal Fees" mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post judgment proceedings; and (b) court costs through and including all trial and appellate levels and post judgment proceedings.
- 2.23 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in these Declarations. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Any portion of the Condominium Property for which the Unit Owners are responsible for maintenance, repair or replacement under Sections 7.1 and 7.2 of these Declarations which is not located within the Unit boundaries as defined in Section 3.4 of these Declarations shall be deemed Limited Common Elements.
- 2.24 "Member" means an Owner who, or which, is a member of the Association.

- 2.25 "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.
- 2.26 "Original Declarations" means each of the following declarations of condominium: **(i) VISTA DEL MAR APARTMENT BUILDING A**, a Condominium, according to the Declaration of Condominium originally recorded in Official Records Book 417, Page 01 of the Public Records Indian River County, Florida; **(ii) VISTA DEL MAR APARTMENT BUILDING B**, a Condominium, according to the Declaration of Condominium originally recorded in Official Record Book 418, Page 939 of the Public Records of Indian River County, Florida; **(iii) VISTA DEL MAR APARTMENT BUILDING C**, a Condominium, according to the Declaration of Condominium originally recorded in Official Record Book 419, Page 01 of the Public Records of Indian River County, Florida; **(iv) VISTA DEL MAR APARTMENT BUILDING D**, a Condominium, according to the Declaration of Condominium originally recorded in Official Record Book 416, Page 938 of the Public Records of Indian River County, Florida; **(v) VISTA DEL MAR APARTMENT BUILDING E**, a Condominium, according to the Declaration of Condominium originally recorded in Official Record Book 431, Page 187 of the Public Records of Indian River County, Florida; **(vi) VISTA DEL MAR APARTMENT BUILDING F**, a Condominium, according to the Declaration of Condominium originally recorded in Official Record Book 434, Page 362 of the Public Records of Indian River County, Florida; **(vii) VISTA DEL MAR APARTMENT BUILDING G**, a Condominium, according to the Declaration of Condominium originally recorded in Official Record Book 449, Page 01 of the Public Records of Indian River County, Florida; **(viii) VISTA DEL MAR APARTMENT BUILDING H**, a Condominium, according to the Declaration of Condominium originally recorded in Official Record Book 443, Page 637 of the Public Records of Indian River County, Florida; and **(ix) VISTA DEL MAR APARTMENT BUILDING I**, a Condominium, according to the Declaration of Condominium originally recorded in Official Record Book 437, Page 333 of the Public Records of Indian River County, Florida.
- 2.27 "Survey Exhibits" means the legal description of the Land for each Condominium, the Surveyor's Certificates, the surveys of the Land for each Condominium, graphic descriptions of the Improvements in which Units are located and plot plans thereof which are all attached as Exhibits "A", "B", "C" and "D" of the Original Declarations.
- 2.28 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.29 "Unit Owner" or "Owner of a Unit" or "Owner" means the record Owner of a Unit.

- 2.30 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in these Declarations, the Articles of Incorporation and Bylaws shall include, but not be limited to, electric power, gas, water, heating, air conditioning, telephone, sprinkler, irrigation, drainage, sewage and garbage disposal.

3. DESCRIPTION OF CONDOMINIUM.

- 3.1 Identification of Condominium Units. A survey of the Land of each Condominium and all Improvements thereon submitted to the condominium form of ownership is attached as Exhibit "B" to each of the Original Declarations, and incorporated herein by reference. The Condominium Property is comprised of nine (9) separate contiguous condominiums, each of which include a condominium building. The Association is responsible for the operation of all of said Condominiums, and they are to be managed as a single entity. The Declaration of Condominium for each of the Condominiums will be in substantially the same form.
- 3.2 Plot Plans and Specifications. The Plot Plans showing the location and dimensions of each Unit of each Condominium Building and the Common Elements within or attached to each Building, and showing the location, dimensions and description of the land formerly subject to a long term lease that was subsequently acquired by the Association, are attached collectively as Exhibit "C" to the Original Declarations and incorporated herein by reference. For the purpose of identification, all Units within each Condominium are given identifying numbers and no Unit bears the same identifying number as does any other Unit.
- 3.3 Surveyor's Certificates. As evidenced by the Surveyor's Certificates attached as Exhibit "D" to each of the Original Declarations, all Buildings are constructed substantially in accordance with the plot plans and specifications and any modifications thereof on file with the building department of the applicable governmental authority.
- 3.4 Unit Boundaries. Each Unit includes that part of the building that lies within the boundaries of the Unit, which boundaries are as follows:
- 3.4.1 Upper and Lower Boundaries. The upper and lower boundaries of each Unit will be the following boundaries, extended to an intersection with the perimetrical boundaries:
- 3.4.1.1 Upper Boundary (first and second floor Units): The horizontal plane of the lower surfaces of the ceiling slab.

3.4.1.2 Upper Boundary (third floor Units): The horizontal plane of the upper surfaces of the sheetrock.

3.4.1.3 Lower Boundary (all Units): The horizontal plane of the lower surfaces of the floor slab.

3.4.2 Perimetrical Boundaries. The perimetrical boundaries of the Unit will be the following boundaries extended to an intersection with the upper and lower boundaries:

3.4.2.1 Exterior Building Walls. The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the building bounding a Unit.

3.4.2.2 Interior Building Walls. The vertical planes of the center line of walls bounding the Unit extended to intersections with other perimetrical boundaries, with the following exceptions:

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

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

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

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

3.4.3 In cases not specifically covered in this Article 3.4, or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries as set forth in the Survey Exhibits of the Original Declarations shall control in determining the boundaries of a Unit. Nothing herein shall be construed as

purporting to change the boundaries of the Units from what was provided in the Original Declarations.

- 3.5 Common Elements. The Common Elements of each of the Condominiums consist of the Land described in each of the respective Original Declarations, and all other parts of the Condominium Property not within the Units, including all tangible personal property used in the maintenance and operation of the Condominiums. The Common Elements also specifically include the recreational facilities consisting of the clubhouse, swimming pool, shuffleboard court, bocce ball court, and the land, facilities and equipment associated therewith.
- 3.6 Limited Common Elements. Unless otherwise provided in these Declarations, Limited Common Elements shall mean and comprise that portion of the Common Elements assigned or reserved for the exclusive use of a particular Unit or Units as an appurtenance thereto. The Limited Common Elements are comprised of parking spaces and any other Limited Common Elements as otherwise designated in these Declarations.
- 3.7 Easements. The following easements are hereby created or were previously created (in addition to any easements created under the Act):
- (a) Perpetual Nonexclusive Easement. The Common Elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners.
 - (b) Encroachment; Settlement or Movement of Improvements. Should any Unit encroach upon another or upon the Common Elements or Limited Common Elements and such be not the result of a deliberate action on the part of the Unit Owner, or should a portion of the Common Elements encroach upon a Unit and the same be unintentional, then in either case an easement shall exist from one to the other so long as such encroachment shall naturally exist. Permanent and necessary encroachments resulting from reconstruction or repair shall not constitute a claim or cause of action in favor of one Unit Owner upon whose property such encroachment exists. In the event the Condominium Property is partially or totally destroyed, and then rebuilt, the Owners of the Units agree that encroachments of parts of the Common Elements or Limited Common Elements or Units due to construction shall be permitted,

and that a valid easement for said encroachments and the maintenance thereof shall exist.

- (c) Air Space. The Owner of each Unit shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and said Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (d) Structural Support. Every portion of the Unit contributes to the support of the other parts thereof, and, accordingly, each Unit is burdened with an easement for structural support for the benefit of each other Condominium Unit and for the Common Elements.
- (e) Maintenance. Maintenance, repair and replacement easements are granted in favor of the Association through each Unit, which includes easements for all facilities for furnishing of Utility Service, cable service, and Internet service within the Building to Units or to the Common Elements. Easements are reserved over all balconies whenever reasonably required for emergency ingress. No Unit shall install or allow to be installed any lock, security device or other thing which will or might interfere with such easement rights. Any such easements through a Unit shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Unit by Developer after recording of the Original Declarations of Condominium, without the consent of the Unit Owner.
- (f) Ingress and Egress. The Association and its Members are hereby granted an easement for ingress and egress over, through and across the paved area of the Common Elements, other than the parking spaces, which is intended for vehicular and pedestrian traffic, and such parties are further granted a pedestrian easement over, through and across sidewalks, paths halls, lobbies, elevators, center cores, lanes, and public areas of the Condominium Buildings, Improvements, Land and recreation area(s) and facilities. The Condominium Property may be so located as not to be abutting, contiguous, or adjacent to any public street, road, or right of way to the Condominium Property for ingress and egress for vehicular and pedestrian traffic. The access easements provided above are hereby granted by virtue of the execution of these Declarations and the Exhibits.
- (g) Beach Area Lands. Each of the Unit Owners of all the Units within the nine (9) separate Condominiums, for the benefit of the Owners, and the Owner's Occupants, visitors and guests, have been granted

a permanent easement to use that certain portions of land adjacent to the mean high water mark of the Atlantic Ocean and within reasonable proximity of the Land, and more particularly described as the "Beach Area Lands" in Article 9 of each of the Original Declarations, incorporated herein by reference. Its use will be only for all lawful purposes and in compliance with any Rules and Regulations that may from time to time be adopted or amended by the Association's Board of Directors.

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, and the exclusive right to use all appropriate appurtenant Limited Common Elements shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. 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.**

5.1 Ownership of Common Elements. Each of the Unit Owners of each respective Condominium shall own an undivided interest in the Common Elements and Limited Common Elements and the undivided interest in the Condominium in which his or her Unit is located, stated as percentages of such ownership in the said Common Elements and Limited Common Elements, as set forth in Exhibit "E" attached to each of the Original Declarations and incorporated herein by reference. Varying interests have been assigned generally relating to the size of the Units. The undivided interests of all Units in a particular Condominium at any time shall equal 100%.

The fee title to each Condominium Unit shall include both the Condominium Unit and the undivided interest in the Common Elements appurtenant to such Unit as aforesaid, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void.

5.2 Common Expenses and Common Surplus. As provided in the Original Declarations, all shares in the Common Expenses, and the Common Surplus, of the nine (9) separate Condominiums will be shared by the Unit Owners of said Condominiums as follows:

5.2.1 Managed as a Single Entity. As long as the Condominiums continue to be managed as a single entity, the number of square feet of area within the boundaries (as provided in the Original Declarations) of each Unit will be divided by the total number of square feet of area within the boundaries (as provided in the Original Declarations) of all Units of said nine (9) separate Condominiums. The resulting percentage will be the percentage of the combined Common Expenses, and Common Surplus, of all of said nine (9) separate Condominiums to be paid by the Unit Owner; it being the Developer's intention, as stated in the Original Declarations, that assessments against the Owners of all Units of the same type in all such Condominiums will be the same amount.

5.2.2 Not Managed as Single Entity. If the Condominiums are not being managed as a single entity in the future, the Common Expenses, and the Common Surplus, of each separate Condominium will be shared by the Unit Owners in the same proportions as their percentage interests in the Common Elements of each respective Condominium.

5.3 Voting Rights. On all matters upon which the membership shall be entitled to vote, the vote for each Unit shall be as specified in these Declarations. Said votes shall be exercised or cast in the manner provided by the Declarations and the Bylaws. Any person or entity owning more than one (1) Unit shall be entitled to the cumulative total of votes allocated to Units owned. The vote of a Unit shall not be divisible. Unless otherwise set forth in these Declarations, the Articles of Incorporation, the Bylaws or in the Act, matters shall be voted on by the membership of the Association and shall be determined by a vote of a majority of the voting interests present and voting, in person or by proxy, at any meeting at which a quorum is established, or by written agreement in lieu of a meeting.

5.4 Membership In Association. Each Unit shall have, as an appurtenance thereto, a membership in the Association and in the funds and assets of the Association.

6. **AMENDMENTS.** Except as elsewhere provided otherwise, these Declarations may be amended in the following manner:

6.1 **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.

6.2 **Approval.** 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 (1/3rd) of the Members of the Association. A proposed amendment must be approved by not less than a majority of the entire membership of the Board of Directors and by not less than sixty percent (60%) of the eligible members present, in person or by proxy, at a members' meeting at which a quorum is attained. Notwithstanding any of foregoing to the contrary, the Association Board, upon the adoption of a resolution in accordance with the Act as amended from time to time, may also utilize an electronic voting process in accordance with the requirements of the Act, as amended from time to time, when seeking to adopt amendments to the Articles.

6.3 **Additional Statutory Limitations.** Notwithstanding any of the foregoing to the contrary and except as otherwise provided by law, no amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to any Unit, change a Condominium Unit's proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record Owner(s) thereof, and all record Owners of mortgages or other liens thereon shall join in the execution of the Amendment.

6.4 **Recording; Effectiveness.** A copy of each amendment will be recorded in the Public Records of Indian River County, Florida. The effective date of any such amendment will be the date on which the amendment was so recorded.

7. **MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.**

7.1 **Units.** All maintenance, repairs and replacements of, in or to any Unit shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Unit Owner includes, but is not limited to: all electrical and plumbing fixtures; shower pans; outlets; appliances; carpets and all other floor, wall and ceiling coverings; all interior surfaces (including, but not limited to, paint); the heating and air-conditioning equipment (as more specifically provided below); and everything else within the boundaries

of the Unit not located within a concrete slab or behind the drywall, except to the extent the Association is specifically responsible therefor under Section 7.3 below. Hurricane protection for the Units, and the responsibility to maintain, repair and replace such protection, will be in accordance with Section 7.4 hereinbelow.

7.2 Specific Unit Owner Responsibilities.

- (a) At his or her own expense, the Unit Owner shall be responsible for the maintenance, repair and replacement of any portions of the air conditioning and heating systems serving only the Owner's particular Unit that are not located within a concrete slab or behind the drywall of a Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, and all related parts thereof, all without regard to whether such items are located within the boundaries of the Units, except as provided in Section 7.3 below.
- (b) At his or her own expense, the Unit Owner shall be responsible for the maintenance, repair and replacement of all exterior screens, screen doors, storm doors (if applicable) and windows serving a Unit, including, without limitation, all frames, locks and operating mechanisms appurtenant thereto, as well as all cleaning, trim and caulking. Unit Owners will not be responsible for maintaining, repairing, or replacing the exterior entrance doors of the Unit, except for the locks and operating mechanisms thereof. Without limiting the generality of the foregoing, no Unit Owner may decorate, alter or modify exterior screens, doors, sills, or windows or the framework, locks or operating mechanisms thereof in any manner whatsoever, except with the prior written approval of the Board of Directors, as provided in Section 9 hereof.
- (c) At his or her own expense, the Unit Owner shall be responsible for the maintenance, repair, and replacement of all fans, stoves, hot water heaters, refrigerators, sinks, toilets, tubs, showers, shower pans or other appliances or equipment. In addition, at his or her own expense, the Unit Owner shall be responsible for the maintenance, repair and replacement of: the shut-off valves within the airspace of the Unit (i.e. a sink shut-off valve); the plumbing lines, conduits or fixtures running from such shut-off valves up to and including the fixtures or outlets within the Unit; and all drain lines within the Unit from the fixture up to the point the drain line passes through the concrete slab or drywall within the boundaries of the Unit. The Association is responsible for the main shut-off valve to each of the Units as further provided in Section 7.3 below.

- (d) At his or her own expense, the Unit Owner shall be responsible for the maintenance, repair and replacement of the circuit breakers (but not the circuit breaker box) within the boundaries of the Unit and all the electrical fixtures or outlets within the Unit.
- (e) At his or her own expense, the Unit Owner shall be responsible for the maintenance, repair and replacement of any cabinets, shelving or built-ins within the boundaries of the Unit.
- (f) Unit Owners shall promptly report to the Association any defects to or need for repairs of those matters described in these Declarations which are the Association's responsibility to remedy and maintain.
- (g) All maintenance, repair or replacement for which the Unit Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.

7.3 Association Maintenance Responsibilities. Except to the extent (i) expressly provided to the contrary herein or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, as a Common Expense, for all maintenance, repairs and replacements in or to the Common Elements, Limited Common Elements and Association Property, and all portions of the Buildings (except interior wall surfaces of Units) contributing to the support of the Building, which portions shall include, but not be limited to: the outside walls of the Building; chasing and load bearing railings, walls or columns; boundary and interior walls of Units; and all floor and ceiling slabs. In addition, the Association is responsible for the maintenance, repair and replacement of: all fixtures on the exterior of the Buildings; exterior entrance doors of the Units and the frames and hinges thereof; all conduits, chases, chase areas, ducts, plumbing, dryer vents, and air conditioning discharge lines; wiring and other facilities for the furnishing of Utility Services, cable services and/or Internet services in the Common Elements and the Units; all electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, and including, the circuit breaker box within or serving the Unit; all electrical lines, conduits or fixtures running from the circuit breaker box into the Unit up to, but not including, the fixtures or outlets within the Unit; all plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, and including, the main shut off valve within or serving the Unit, all plumbing

lines, conduits or fixtures running from the main shut-off valve into the Unit up to, but not including, the fixtures or outlets within the Unit; all drain lines within or serving the Unit located in the Common Elements and within the concrete slabs or behind the drywall located within the boundaries of the Unit; all other utilities contained within the Common Elements and those located within a Unit which service part or parts of the Condominium other than the Unit in which such utilities are contained; and all other property owned by the Association. The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Unit Owners, their families, lessees, guests, employees, agent, contractors or invitees, in which case such cost and expense shall be paid solely by such Unit Owners, and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit. In addition, certain areas may be designated in these Declarations as Limited Common Elements and any expense for maintenance, repair or replacement thereof shall be treated as and paid for as a part of the Common Expense of the Association unless specifically provided otherwise in these Declarations and the Exhibits. All incidental damage resulting from the Association's performance of its maintenance responsibilities as provided in this Section that is caused to the portions of a Unit that are to be maintained, repaired or replaced by the Unit Owner pursuant to Sections 7.1 and 7.2 hereof shall be repaired or replaced by the affected Unit Owner at the Owner's expense, and the Association, its contractors and agents shall not be liable therefor, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

- 7.4 Hurricane Protection. The Directors shall adopt hurricane shutter specifications for the Condominiums which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the member's agreement to execute appropriate documentation regarding same. Subject to approval by the Association's Board of Directors, each Unit Owner is responsible for hurricane protection of the Unit, including installation, maintenance, repair, replacement and operation of hurricane protection on the Unit at his or her expense. Any hurricane shutters not located within the boundaries of the Unit shall be deemed Limited Common Elements appurtenant to the Unit to which it is attached or adjacent. The Association may install hurricane shutters on all

exterior windows, sliding glass doors and other apertures of the Common Elements and Association Property, and the cost of which shall be a Common Expense. Should a Unit Owner fail to properly maintain the hurricane shutters or high impact glass appurtenant to his or her Unit, the Association may perform the necessary maintenance, repair or replacement, the sole cost of which shall be the responsibility of the Unit Owner and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit. Notwithstanding the foregoing, the Association may determine, from time to time, to maintain, repair or replace hurricane shutters on the Condominium Property as a Common Expense.

- 7.5 Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association.
- 7.6 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within Units and/or air conditioning compressors and/or air handlers serving individual Units, which the Association determines is to the benefit of the Owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total voting interests in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Unit Owner.
- 7.7 Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline to have such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter his Unit or must employ a licensed pest control company to enter his Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control services provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's Assessment.

8. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON ELEMENTS OR ASSOCIATION PROPERTY BY THE ASSOCIATION.** No portion of the Common Elements and Association Property may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of ten percent (10%) of the annual budget then in effect for Common Expenses, including operating expenses and reserves, for any individual addition, alteration or improvement planned within a fiscal year, unless such additions, alterations or improvements have been approved by not less than a majority of the entire membership of the Board of Directors and by not less than sixty percent (60%) of the eligible members present, in person or by proxy, at a members' meeting at which a quorum is attained. Notwithstanding any of foregoing to the contrary, the Association Board, upon the adoption of a resolution in accordance with the Act as amended from time to time, may also utilize an electronic voting process in accordance with the requirements of the Act, as amended from time to time, when seeking to obtain membership approval for additions, alterations or improvements to the Common Elements or Association Property. Any additions, alterations or improvements to the Common Elements or Association Property, or any part thereof, costing less than the ten percent (10%) may be approved by a majority of the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners accordingly.

9. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY BY UNIT OWNER.**

9.1 **Prohibited Alterations.** No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements or Association Property except as otherwise provided in these Declarations.

9.2 **Consent of the Board of Directors.** No Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit which is structural in nature, or which impacts the Common Elements or Limited Common Elements in any way, including, but not limited to, any work which involves piercing the Unit boundary, which changes the appearance of any portion of the exterior of the Building, which relocates existing or installs new electrical, plumbing, telephone, air conditioning or heating system, toilets, tubs, sinks, showers, dishwashers, refrigerators, ranges or any utility line or which requires the issuance of a permit from a governmental or regulatory authority or agency without the prior written consent of the Board of Directors. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional

(i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. 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, which may not be waived by the Association under any circumstances, 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 Owner, and all future Owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under these Declarations. The Board may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.

- 9.3 Additional Unit Owner Responsibility for Alterations and Additions. If a Unit Owner makes, or has made any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated

to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal enforceability to the Common Expense lien created by these Declarations, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

- 9.4 Combining Units. Nothing hereinabove set forth in these Declarations shall be construed as prohibiting the Board of Directors of the Association from removing, or authorizing the removal, of any party wall between any Condominium Units owned by the same Unit Owner in order that the said Units might be used together as one integral Unit. In such event, all Assessments, voting rights and the share of Common Elements shall be calculated as if such Units were as originally designated on the Exhibits, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such "combined" Units shall be treated as the Unit Owner of as many Units as have been so combined.

10. **OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.**

- 10.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Association (respectively, attached to these Declarations as Exhibits "F" and "G"), as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declarations, the Bylaws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by these Declarations, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to these Declarations or at any time as necessary to prevent damage to the Common Elements, Association Property, or to a Unit or Units.

- (b) The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair and replace the Common Elements and Association Property.
- (c) The power to acquire or convey title to real property and to mortgage real property.
- (d) The power to purchase Units in the Condominium and to hold, lease, mortgage or sell a Unit so acquired.
- (e) The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.
- (f) The right to grant, modify or move easements which are part of or cross the Common Elements or Association Property.
- (g) The duty to maintain official records according to good accounting practices, and the requirements of the Condominium Act, as same may be amended from time to time.
- (h) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent 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, maintenance, repair and replacement of those portions of the Condominium Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate 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 the Condominium 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.
- (i) 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.
- (j) The power to adopt and amend Rules and Regulations concerning the details of the operation and use of the Units, the Common Elements, Association Property and the Condominium Property.

- (k) The power to lease and/or charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner or other third party being granted a right to such exclusive use.
- (l) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of these Declarations, or any of the Exhibits, these Declarations shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations, all as amended from time to time. Notwithstanding anything in these Declarations or its Exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominiums, consistent with the Act.

- 10.2 Limitation upon Liability of Association. Notwithstanding the duty to maintain and repair parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown 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 alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association 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 Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

10.2.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

10.2.2 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, Indian River County, and/or any other jurisdiction or the prevention of tortious or criminal activities; and

10.2.3 Any provisions of the Condominium 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 Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) 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 in this provision. As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee members, and employees.

10.3 Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter a condominium through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

10.3.1 What the Unit Owner Can Do. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others but they are not meant to be all-inclusive.

10.3.1.1 Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and

bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.

10.3.1.2 Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

10.3.1.3 Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

10.3.1.4 Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

10.3.1.5 Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional.

10.3.1.6 Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

10.3.1.7 Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

10.3.1.8 Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

10.3.1.9 Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

10.3.1.10 Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

10.3.1.11 Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the

affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

10.3.1.12 Regularly maintain the Unit. For example, regularly caulk the windows, faucets, drains, tub and showers.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT UNIT OWNER, HIS SUCCESSOR AND/OR ASSIGNEE HAS OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

- 10.4 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 the Unit.
- 10.5 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 or vote by written agreement, 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 these Declarations or by law.

10.6 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in these Declarations, the Articles of Incorporation or Bylaws of the Association, applicable Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declarations, Articles of Incorporation or Bylaws 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. **DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS.**

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and assess such Assessments among the Unit Owners in accordance with the provisions of these Declarations and the Bylaws. Additionally, the Board of Directors may levy special assessments when determined by the Board of Directors to be necessary. 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 each budget, on which such Assessments are based, to all Unit Owners. 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 the Bylaws.

12. **COLLECTION OF ASSESSMENTS.**

12.1 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 and other charges coming due while that person is the Unit Owner. Except as provided in Section 12.4 below, the Unit Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien