

DECLARATION OF CONDOMINIUM
OF
HARBOUR POINTE AT RIVER BRIDGE,
A CONDOMINIUM

KNOW ALL PERSONS BY THESE PRESENTS: That Sabatello Development Corporation II, Inc., a Florida corporation, having a place of business at 4360 Northlake Boulevard, Suite 109, Palm Beach Gardens, Florida 33410 (hereinafter referred to as the "Declarant"), being the owner of the fee simple title to certain property situate in Palm Beach County, Florida and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, for itself, its successors, grantees and assigns, DOES HEREBY DECLARE:

I. PURPOSE: Declarant hereby submits to the condominium form of ownership pursuant to the Condominium Act (as hereinafter defined) that certain property described in this instrument as Phase 1 and Phase 2, respectively, as more particularly described in Exhibit No. "1," which Phases include the land and all existing and future improvements thereto and thereon, and all easements, rights and appurtenances belonging thereto, to the condominium form of ownership and use; excluding therefrom, however, all public utility installations and any cable television and security system not owned by Declarant.

All of the restrictions, reservations, covenants, conditions, easements and limitations contained herein (or incorporated by reference) shall constitute equitable servitudes upon the land, shall run perpetually with the land unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. The burdens imposed and benefits provided shall run with the Condominium Property as defined herein.

II. NAME AND ADDRESS OF CONDOMINIUM: The name by which this Condominium is to be identified is "Harbour Pointe at River Bridge, a Condominium," which shall be located within the Planned Unit Development known as River Bridge, and with an identifiable location at Harbour Pointe Way, Greenacres City, Florida.

III. PHASING

A. IMPACT OF PHASING. The general scheme of phasing the Condominium is the submission of the parcels of property described in Exhibit "A" hereto to condominium ownership and the proposed addition of more parcels to condominium ownership with such additional parcels becoming a part of this Condominium and governed by the same Condominium Association. It is not anticipated that the submission of these additional phases to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in this Declaration. Adding one or more phases to this Condominium increases the number of Units, which will result in a reduction in the percentage of Common Elements attributable to each previously created Unit, as specifically set forth herein. Adding one or more phases to this Condominium will affect the vote of a Unit Owner as a member of the Association. Subject to specific provisions to the contrary in this Declaration, each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the additional phases. If Declarant decides not to add all or any of the additional phases to this Condominium, the number of Units in this Condominium will be as

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created by this Declaration and any amendments thereto (if any) adding subsequent phases, and the Unit Owners will own 100% of the Common Elements.

B. PHASING PLAN. This Condominium is a phase condominium as provided for in Section 718.403, Florida Statutes. By this Declaration of Condominium, Declarant submits Phase 1 and Phase 2 to condominium ownership. Phase 1 contains eight (8) Condominium Units located in one (1) building and Phase 2 contains twelve (12) Condominium Units located in one (1) building, together with Common Elements and Limited Common Elements as shown in said Exhibit No. "1."

Likewise by this Declaration of Condominium, Declarant provides for the right to add additional phases of development to the Condominium, as follows:

(1) Declarant may, but shall not be required to, add to the Condominium, one or more or all of the seven (7) phases of land located in Greenacres City, Palm Beach County, Florida, designated and shown in Exhibit No "1" as Phase 3, Phase 4, Phase 5, Phase 6, Phase 7, Phase 8, and Phase 9. Each such Phase shall include the land and all existing and future improvements thereto and thereon, and all easements, rights, and appurtenances belonging thereto, excluding therefrom, however, all public utility installations and any cable television, security, and like systems not owned by Declarant. Phases 3 through 9 are not being submitted to condominium ownership by this Declaration, but rather are described in order to meet the requirements of the Condominium Act, and may be added to this Condominium pursuant to the terms of this Declaration; however, such Phases, if added to this Condominium, must be so added within seven (7) years from the date of the recording of this Declaration in the Public Records of Palm Beach County.

(2) The number and general size of Units to be included in Phases 3 through 9, and the estimated date of completion for each such Phase (if the Declarant elects to submit one or more of said Phases to Condominium Ownership as part of this Condominium) shall be:

PHASE	NO. OF UNITS		GENERAL SIZE OF UNITS IN SQUARE FEET		ESTIMATED COMPLETION DATE OF PHASE
	Minimum	Maximum	Minimum	Maximum	
3	8	9	1,095	1,610	April 1, 1986
4	12	14	1,095	1,610	July 1, 1986
5	12	14	1,095	1,610	October 1, 1986
6	8	9	1,095	1,610	February 1, 1987
7	8	9	1,095	1,610	April 1, 1987
8	8	9	1,095	1,610	August 1, 1987
9	12	14	1,095	1,610	December 1, 1987

Each Phase will have one building containing Units.

(3) The approximate square footage per Unit Type is as follows:

UNIT TYPE	APPROXIMATE SQUARE FOOTAGE
A-1 (regular and reversed)	1147
A-2 (regular and reversed)	1296
B-2 (regular, reversed, with optional bedroom, and with optional bedroom reversed)	1471
C-1 (regular and reversed)	1332
C-2 (regular and reversed)	1395

(4) No part of Phases 3 through 9 shall become a part of this Condominium unless and until such Phase is added to this Condominium by submission of such Phase to Condominium ownership pursuant to the Condominium Act by appropriate amendment to this Declaration.

(5) All Phases 3 through 9, or one or more of them, may be added to this Condominium by recording amendments to this Declaration in the Public Records of Palm Beach County, Florida, declaring the submission of the respective Phase(s) to Condominium Ownership under the Condominium Act as a part of this Condominium. Notwithstanding anything in this Declaration to the contrary, no amendment adding a Phase to the Condominium shall require the execution of such amendment, or any form of consent thereto, by any Unit Owner (or any mortgagee of a Unit), the Condominium Association, or any other Person other than the Declarant. Notice of the amendment(s) shall be given to the extent required by the Condominium Act.

(6) Upon the submission of each additional Phase to Condominium ownership, each Unit Owner's proportion or percentage of ownership in the Common Elements and manner of sharing Common Expenses and owning Common Surplus shall be reallocated, in accordance with Exhibit No. "2," attached hereto and made a part hereof. The basis for allocating percentage of ownership in the Common Elements and Common Surplus, and the manner of sharing Common Expenses among Units in Phases added to the Condominium shall be the same as the basis for allocation made among the Units submitted to Condominium ownership by this Declaration. Such basis for allocation is the proportionate square footage of a Unit in comparison with the square footage of all Units in the Condominium. The undivided interests of all Unit Owners in the Condominium at any time shall equal 100%.

(7) Subject to the voting rights retained by Declarant in this Declaration of Condominium and exhibits hereto, each Unit in the Condominium is entitled to one (1) vote. Upon the submission of each additional Phase to Condominium ownership the total number of votes in the Condominium Association shall be adjusted by adding one vote for each Unit added to the Condominium.

(8) The Declarant shall have the sole discretion to determine whether any additional Phase or Phases shall be added to the Condominium. Declarant, in its sole and absolute discretion, reserves the right to submit Phases 3 through 9, or one or more of them, to Condominium ownership as a part of this Condominium in such numerical and/or chronological order as Declarant deems appropriate, it being the intention hereof that it shall not be necessary to develop or submit to Condominium ownership the Phases in any particular numerical and/or chronological sequence. If the numerical and/or chronological sequence is not followed, Exhibit No. "2" hereto will have to be amended accordingly. If any Phase or Phases are not added to the Condominium, the Declarant, its successors and assigns shall be entitled to hold, develop, sell, and otherwise own such property free of any restrictions hereunder.

(9) Declarant reserves the right to alter the design, boundaries, configuration and arrangements of all buildings and/or Units in the Condominium in the following manner: (a) the floor plans of Units may be reversed as shown in Exhibit No. "1"; (b) Units may contain optional bedrooms as shown in Exhibit No. "1"; (c) Phases 3 through 9 may contain alternate Unit Types as shown in Exhibit No. "1" (if the alternate Unit Types are constructed, then Exhibit No. "2" hereto will have to be amended accordingly); (d) the boundaries of the Phases may be altered, but such alteration will not result in a significant reduction in the square footage of the Phase(s) so altered; (e) the location of the Condominium Buildings may be moved in any direction, but not more

than one hundred (100) feet in any direction; (f) a bedroom in any or all of the Unit Types containing three bedrooms may be converted to a dining room; and (g) in any other manner reserved to the Declarant under this Declaration. In addition, Declarant is entitled to make nonmaterial changes in the legal description of a Phase or Phases. Said alteration to the buildings and Units, and/or changes in the legal descriptions under this subparagraph (8), shall be accomplished by an amendment to this Declaration, which need only be signed by Declarant, without the approval of any other Person. As part of the amendment referred to in the preceding sentence, Declarant shall, with respect to those Units owned by Declarant, unilaterally reapportion, if necessary, the shares of ownership in the Common Elements and Common Surplus appurtenant to the Units concerned, as well as the percentage of sharing Common Expenses.

IV. DEFINITIONS: The terms as used in this Declaration of Condominium and in the Articles of Incorporation and Bylaws of the Condominium Association, and all other exhibits to this Declaration, and any amendments thereto, shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. DEFINITIONS REGARDING HARBOUR POINTE AT RIVER BRIDGE

1. COMMON ELEMENTS shall mean and refer to the portions of the Condominium Property not included in the Units and as more particularly defined in Article VII of this Declaration.
2. COMMON EXPENSES shall mean and refer to all expenses and assessments properly incurred by the Condominium Association for the Condominium, for which the Unit Owners are liable to the Condominium Association.
3. COMMON SURPLUS shall mean and refer to all receipts of the Condominium Association, collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, in excess of the amount of Common Expenses.
4. CONDOMINIUM shall mean and refer to that form of ownership of real property which is created pursuant to the terms of the Condominium Act, which is comprised of Units that may be owned by one or more Persons, and in which there is, appurtenant to each Unit, an undivided share in Common Elements. The term shall also mean Harbour Pointe at River Bridge, a Condominium, as established by this Declaration.
5. CONDOMINIUM ACT shall mean and refer to Chapter 718, Florida Statutes (the Florida Condominium Act) in its form as of the date of the recording of this Declaration.
6. CONDOMINIUM ARTICLES OF INCORPORATION shall mean and refer to the Articles of Incorporation of Harbour Pointe at River Bridge Condominium Association, Inc., a Florida Corporation Not For Profit, attached hereto as Exhibit "B" and by reference made a part hereof, and as the same may be amended and supplemented from time to time.
7. CONDOMINIUM ASSESSMENTS means shares of funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owners by the Condominium Association.
8. CONDOMINIUM ASSOCIATION shall mean and refer to Harbour Pointe at River Bridge Condominium Association, Inc., a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominium and the Condominium Property. The

relationship of the Condominium Association to the Master Association and the Community Association is more particularly described in Article V of this Declaration.

9. CONDOMINIUM BOARD OF DIRECTORS shall mean and refer to the Board of Directors responsible for the administration of the Condominium Association.

10. CONDOMINIUM BUILDING shall mean and refer to a structure in which Units are located, on the land submitted (now or in the future) to Condominium ownership as a part of this Condominium.

11. CONDOMINIUM BYLAWS shall mean and refer to the Bylaws of the Condominium Association, attached hereto as Exhibit "C" and by reference made a part hereof, and as the same may be amended from time to time.

12. CONDOMINIUM DOCUMENTS shall mean and refer to this Declaration of Condominium, the Condominium Articles of Incorporation, the Condominium Bylaws and the Rules and Regulations of the Condominium Association, as such terms may be defined herein, and as the same may be amended and supplemented from time to time.

13. CONDOMINIUM PARCEL shall mean and refer to a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

14. CONDOMINIUM PROPERTY shall mean and refer to the lands, leaseholds, improvements, and personal property presently and hereafter submitted to Condominium ownership as a part of this Condominium, and all easements and rights appurtenant thereto intended for use in connection with this Condominium.

15. CONDOMINIUM UNIT or UNIT shall mean and refer to a part of the Condominium Property which is subject to exclusive ownership, as designated in Article VI of this Declaration, and as more particularly shown in Exhibit No. "1."

16. DECLARATION OF CONDOMINIUM shall mean and refer to this instrument and all exhibits attached hereto, and as the same may be amended from time to time.

17. LIMITED COMMON ELEMENTS shall mean and refer to those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units as more particularly defined in Article IX of this Declaration. Reference herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit same, or it is otherwise expressly provided.

18. SPECIAL ASSESSMENT shall mean and refer to any Condominium Assessment levied against Unit Owners other than the assessment required by an annual budget.

19. UNIT OWNER or OWNER OF A UNIT shall mean and refer to the owner of a Condominium Parcel in this Condominium.

20. VOTING REPRESENTATIVE shall mean and refer to (1) the record owner of a Unit if the Unit is owned by one individual, (2) either the husband or the wife if the Unit is owned by husband and wife as tenants by entirety, (3) any individual designated in a certificate filed with the secretary of the Condominium Association designating a voting member for such Unit, or (4) a proxy holder. There shall be only one Voting Representative for each Unit.

B. DEFINITIONS REGARDING HARBOUR POINTE COMMUNITY

1. COMMON AREAS shall mean and refer to real property, systems, fixtures, improvements, and all other property owned by the Community Association or its successors and assigns.
2. COMMUNITY ARTICLES OF INCORPORATION shall mean and refer to the Articles of Incorporation of the Community Association, the provisions of which were recorded under Clerk's File Number 86-133429 in the Public Records of the County, as amended from time to time.
3. ^{Terminated} COMMUNITY ASSOCIATION shall mean and refer to Harbour Pointe at River Bridge Community Association, Inc., a Florida corporation Not For Profit, being also the Community Association and entity responsible for the operation of Harbour Pointe Community in accordance with the Community Association Documents.
4. COMMUNITY ASSOCIATION ASSESSMENT shall mean and collectively refer to the share of the funds required for the payment of expenses incurred by the Community Association.
5. COMMUNITY ASSOCIATION DOCUMENTS shall mean and refer to the Declaration of Easements, Covenants, Conditions and Restrictions, the Articles of Incorporation, and the Bylaws, respectively, of the Community Association, all as recorded under Clerk's File Number 86-133429 in the Public Records of the County, as amended from time to time.
6. COMMUNITY BOARD OF DIRECTORS shall mean and refer to the Board of Directors or other representative body responsible for the administration of the Community Association.
7. COMMUNITY BYLAWS shall mean and refer to the Bylaws of the Community Association, the provisions of which were recorded under Clerk's File Number 86-133429 in the Public Records of the County as amended from time to time, and by reference made a part hereof.
8. HARBOUR POINTE COMMUNITY shall mean and refer to Harbour Pointe at River Bridge Community, consisting of that certain property within River Bridge which has been (now or in the future) submitted, by appropriate document recorded in the Public Records of the County, to the terms and conditions of the Community Association Documents, as more fully discussed in Article V herein.

C. DEFINITIONS REGARDING RIVER BRIDGE

1. AREA OF COMMON RESPONSIBILITY shall mean and refer to the areas described in the Master Declaration which are or became the responsibility of the Master Association.
2. DEVELOPMENT PLAN shall mean and refer to the general plan of development for River Bridge (as defined below), which plan has been adopted pursuant to the P.U.D. Agreement.
3. MASTER ARTICLES OF INCORPORATION shall mean and refer to the Articles of Incorporation of the Master Association, the provisions of which were recorded in Official Records Book 4221, commencing at Page 1815, and following in the Public Records of the County, as amended from time to time.
4. MASTER ASSOCIATION shall mean and refer to River Bridge Property Owners' Association, Inc., a Florida Corporation Not For Profit, and its successors and assigns, which shall be deemed to act on behalf of all Owners in River Bridge in accordance with the terms and provisions of the Master Association Documents.

5. MASTER ASSOCIATION ASSESSMENT shall mean and collectively refer to a share of the funds required for the payment of (i) expenses incurred by the Master Association in accordance with the Master Association Documents, (ii) special assessments, and (iii) all other fees and charges levied by the Master Association.
6. MASTER ASSOCIATION DOCUMENTS shall mean and refer to the P.U.D. Agreement, the Master Declaration, the Master Articles of Incorporation, and the Master Bylaws, and as all of the same may be amended from time to time.
7. MASTER BOARD OF GOVERNORS shall mean and refer to the Board of Governors or other representative body responsible for the administration of the Master Association.
8. MASTER BYLAWS shall mean and refer to the Bylaws of the Master Association, the provisions of which were recorded in Official Records Book 4221, commencing at Page 1795 and following, in the Public Records of the County, as amended from time to time.
9. MASTER DECLARATION shall mean and collectively refer to the terms and provisions of that certain Declaration of Protective Covenants and Restrictions for River Bridge dated April 16, 1984 and recorded in Official Records Book 4221, commencing at Page 1759 and following in the Public Records of Palm Beach County, Florida, and as the same may be further amended and supplemented from time to time, with all terms and provisions being expressly incorporated herein by this reference.
10. MASTER DEVELOPER shall collectively mean and refer to River Bridge Corporation, a Delaware Corporation qualified to do business in the State of Florida, successor in interest to Pine Grove Corporation, and Olive Tree Corporation, a Delaware Corporation qualified to do business in the State of Florida, together doing business as River Bridge, and their successors or assigns if any such successor or assign acquires any right, title or interest to or in all or any portion of River Bridge (as defined below), from the Master Developer, for the purpose of development and is specifically designated as the Master Developer by recorded documents executed by the Presidents or any other Officers of both River Bridge Corporation and Olive Tree Corporation, and shall also refer to any assignee of River Bridge Corporation and/or Olive Tree Corporation, under the P.U.D. Agreement.
11. MEMBER OF THE MASTER ASSOCIATION shall mean and refer to any association, condominium association, builder, the Master Developer, or other individual or entity, who shall together comprise the membership of the Master Association.
12. OWNERS IN RIVER BRIDGE shall mean and refer to the record owner, whether one (1) or more persons, including the Master Developer, of the fee simple title to any Parcel or Residential Unit, as defined in the Master Association documents.
13. P.U.D. AGREEMENT shall mean and refer to the Planned Unit Development Agreement between the City and the Master Developer, dated February 17, 1984, and recorded in Official Records Book 4186, commencing at Page 1703 and following, in the Public Records of the County, as amended or as may hereinafter be amended.
14. RIVER BRIDGE shall mean and refer to that certain Planned Unit Development which is located in Greenacres City, Palm Beach County, Florida, and is known as River Bridge, as same is legally described in the P.U.D. Agreement, and as more fully discussed in Article V herein.

D. GENERAL DEFINITIONS

1. CITY shall mean and refer to Greenacres City, an incorporated municipality created pursuant to Article VIII of the Constitution of the State of Florida.
2. COUNTY shall mean and refer to Palm Beach County, Florida.
3. DECLARANT shall mean and refer to Sabatello Development Corporation II, Inc., a Florida corporation (and its successors and assigns if any such successor or assign acquires any right, title or interest to or in all or any part of the Condominium Property and is specifically designated as the Declarant by recorded documents properly executed by Declarant), or other Person who created this Condominium or who offers Condominium Parcels for sale or lease in the ordinary course of business, but shall not include a Unit Owner or a lessee of a Unit who has acquired a Unit for the purposes of his own occupancy.
4. INSTITUTIONAL FIRST MORTGAGE shall mean and refer to a mortgage which is a first lien on a Unit (defined herein) held by an Institutional Mortgagee.
5. INSTITUTIONAL FIRST MORTGAGEE shall mean and refer to the holder of an Institutional First Mortgage.
6. INSTITUTIONAL MORTGAGEE shall mean and refer to a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution, or the Master Developer, or the Declarant.
7. PERSON shall mean and refer to individuals, firms, associations, joint adventures, partnerships, states, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

V. CONDOMINIUM AS PART OF HARBOUR POINTE COMMUNITY AND OF RIVER BRIDGE

A. GENERAL

This Condominium is a part of Harbour Pointe Community, and, if all Phases of this Condominium are developed as a part of the Condominium, the Unit Owners will constitute all of the residents of Harbour Pointe Community. Harbour Pointe Community is a part of River Bridge. It is the express intent of Declarant that this Condominium be an integral part of, and subject to, the general scheme of restrictions and uniform scheme of development effective and enforceable as to River Bridge and Harbour Pointe Community.

B. RIVER BRIDGE

- (1) River Bridge was approved by the City on December 19, 1983 and, as approved, will consist of a maximum of four thousand three hundred (4,300) residential housing units on five hundred twenty-two (522) acres (more or less).
- (2) As a part of River Bridge, this Condominium is subject to the Master Association Documents.
- (3) The Master Association is responsible for operating and maintaining certain facilities and property in River Bridge which are for the common use and enjoyment of all owners within River Bridge, and has the power to levy assessments and other exactions on its members.

C. HARBOUR POINTE COMMUNITY

(1) Harbour Pointe Community consists of that certain property within River Bridge which has been (now or in the future) submitted, by appropriate document recorded in the Public Records of the County, to the terms and conditions of the Community Association Documents.

(2) As a part of Harbour Pointe Community, this Condominium is subject to the Community Association Documents.

(3) The Community Association is responsible for operating and maintaining certain facilities and property within Harbour Pointe Community which are for the common use and enjoyment of all owners within Harbour Pointe Community, and has the power to levy maintenance assessments and other exactions on its members.

D. PRIORITY

In the event of any ambiguity or conflict among the terms and provisions of the Master Association Documents, the Community Association Documents and/or the Condominium Documents, the document with the more stringent terms with respect to such conflict shall prevail, if not otherwise prohibited by law. In all other cases the order of priority and control shall be, from first in priority to last: (1) the Master Association Documents, (2) the Community Association Documents, and (3) the Condominium Documents, if not otherwise prohibited by law.

VI. CONDOMINIUM UNITS: Each Condominium Unit is a separate parcel of real property, the ownership of which shall be in fee simple.

A. Each Unit is identified by a specific numerical designation as more particularly set forth in Exhibit No. "1". The Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floor and ceilings surrounding his Unit, nor shall the Unit Owner be deemed to own the pipes, wires, conduits or other utility lines running through said Unit and serving more than one (1) Unit, which items are hereby made a part of the Common Elements. A Unit Owner, however, shall be deemed to own the interior walls, partitions and decorative columns contained within the boundaries of a Unit as described below (except weight-bearing columns and structures as may be contained within the Unit which shall be Common Elements of this Condominium), and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper and similar items. Each Unit shall include that part of the Condominium Building containing the Unit which lies within the horizontal and perimetrical boundaries of the Unit whether the same exist now or are created by construction, settlement or movement of the Condominium Building, or permissible repairs, reconstruction or alterations, which boundaries are intended to be as follows and determined in the following manner:

(1) The upper boundary shall be the horizontal plane of the interior surfaces or underside of the finished, undecorated ceiling and all portions of the structural ceiling of the Unit as extended to the planar intersection with the perimetrical boundaries of the Unit.

(2) The lower boundary shall be the horizontal plane of the interior surfaces or upper side of the finished, undecorated concrete floor of the Unit as extended to the planar intersection with the perimetrical boundaries of the Unit.

(3) The perimetrical boundaries of the Unit shall be the vertical planes of the finished, undecorated interior perimeter walls bounding the Unit, extended to planar intersections with each other and with the upper and lower boundaries of the Unit.

(4) No part of the nonstructural interior walls of a Unit shall be considered a boundary of the Unit.

(5) Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the undecorated, unfinished interior surfaces of such apertures, including all frameworks thereof. The screens around the patios and all materials covering openings in the exterior walls of a Unit, and all framings and casings therefor, shall be included within the boundaries or perimeters and considered as part of the Unit exclusively served by such items.

(6) In cases not specifically covered in this Article VI and/or in any case of conflict or ambiguity, the drawings and matters shown in Exhibit No. "1" and the documents and specifications for this Condominium filed with the County shall control in determining the boundaries of a Unit.

(7) All appliances in the Unit at the time of sale and all air-conditioning and heating units including, without limitation, to the extent applicable, all condensers, compressors, and other components thereof used in connection with a particular Unit shall be owned, maintained, repaired and/or replaced by the Unit Owner of the particular Unit.

B. The following rights and privileges shall also accrue to the Owner of a Unit:

(1) An undivided share in the Common Elements and Common Surplus in the percentages shown in Exhibit No. "2" (as may be amended in accordance herewith), attached to this Declaration and made a part hereof;

(2) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;

(3) Membership in the Condominium Association and all rights and privileges attendant thereto; and

(4) Such other easements, rights and privileges which, pursuant to the provisions of this Declaration, are deemed to be of benefit to the Condominium Property.

C. Each Unit Owner is entitled to the exclusive possession of his Unit, subject to the right of access by the Condominium Association, as set forth in the Condominium Documents, and by the Community Association, as set forth in the Community Association Documents, and by the Master Association, as set forth in the Master Association Documents. Each Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a right to use all of the Common Elements, other than Limited Common Elements, in favor of every Unit Owner, and a mutual, nonexclusive easement for that purpose is hereby created.

D. Notwithstanding any other provision in this Article VI to the contrary, each Unit shall be deemed to exclude the area of any weight-bearing column or structure (except the decorated and/or finished surfaces thereof) which may be otherwise within the horizontal and perimetrical boundaries of a Unit, as herein defined.

VII. COMMON ELEMENTS: Common Elements includes within its meaning all parts of the Condominium Property which are not includ-

ed within the Units including, without limitation, the following items:

A. All parts of the improvements within the Condominium, including grassy areas (if any) and walkways, which are not included within the Units; and

B. Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for furnishing of utility services, heating, cooling, ventilation and/or other services to more than one (1) Unit or to the Common Elements, together with related property and installations; and

C. Easements of support in every portion of a Unit which contribute to the support of the Condominium Building, other Units and/or any part of the Common Elements; and

D. Any other parts of the Condominium property and other items more particularly set forth in the Condominium Act or this Declaration as being Common Elements.

VIII. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS: The undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom, and shall pass with, the title to the Unit, whether or not separately described.

A. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

B. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of Common Elements shall lie.

IX. LIMITED COMMON ELEMENTS:

A. The Limited Common Elements shall consist of (1) Storage Areas within each Condominium Building (as shown in Exhibit No. "1") and (2) any equipment and/or fixtures attached, connected or contiguous to the extension of and serving only a particular Unit. The Unit Owner owning a Unit to which a Limited Common Element is appurtenant thereto shall have the exclusive right to use such Limited Common Element and shall also have the exclusive obligation to maintain such Limited Common Element.

B. Not all Units have a Storage Area appurtenant thereto as a Limited Common Element (see Exhibit No. "1"). In such cases, the Unit contains a storage area as part of the Unit.

C. As shown in Exhibit No. "1" hereto, some of the Condominium Buildings have an extra storage area (see the unlabeled storage areas in Phases 2, 4, 5 and 9, in Exhibit No. "1" hereto). As to these extra storage areas, the Declarant reserves the right to lease or assign use rights thereto to any Person for or without compensation to Declarant. The lessee or assignee of the use rights shall have the exclusive right to use, and shall also have the exclusive obligation to maintain, such extra storage area.

X. ADDITIONS OR ALTERATIONS OF IMPROVEMENTS:

A. BY A UNIT OWNER

1. No Unit Owner shall make any addition, alteration, or improvement (which specifically includes, but is not limited to, repainting) in or to any portions of his Unit or any Limited Common Elements, without the express prior written consent of (1) the Condominium Association pursuant to the Condominium

Documents, (2) the Modifications Committee of the Master Association pursuant to the Master Association Documents, and (3) the Architectural Review Committee of the Community Association pursuant to the Community Association Documents. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by any of the above-referenced Associations with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Nothing contained in this Paragraph A1. of Article X shall be construed to limit the right of a Unit Owner to remodel the interior of his Unit or to paint the interior of his residence any color desired, unless (a) said remodeling or repainting is determined by the Condominium Association, the Modifications Committee, or the Architectural Review Committee to be in conspicuous view or (b) such remodeling or repainting violates any other provisions of the Condominium Documents.

2. A Unit Owner making or causing to have made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Master Association, Community Association, Condominium Association, and all other Unit Owners harmless from any liability, damages, costs and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Master Association, Community Association or the Condominium Association. If the Unit Owner fails to construct the addition, alteration or improvement in the manner approved, the Unit Owner shall be obligated to make all corrections necessary. If the Unit Owner fails or refuses to make such necessary corrections to conform to the manner approved, the Condominium Association, Community Association, or the Master Association, upon notice to the Unit Owner, may make such corrections and impose on such Unit Owner a special charge in the full amount of the cost of such corrective work, together with an administrative charge not to exceed ten percent (10%) of the cost of the work.

3. The Condominium Association shall not be required to consider any request for consent unless the Unit Owner submits along with his request for consent, detailed building drawings and specifications of such changes prepared and certified by an architect or engineer licensed to do business in the State of Florida. The Master Association and the Community Association shall consider requests in accordance with the Master Association Documents and Community Association Documents, respectively.

4. This Paragraph A shall not apply to minor internal improvements to Units as long as such improvements have no impact on the Condominium Building containing the subject Unit, have no impact on any other Unit Owner, and are not visible from outside the subject Unit.

B. BY THE CONDOMINIUM ASSOCIATION

* If, in the judgment of the Condominium Association Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements costing the Unit Owners in excess of \$25,000 in the aggregate in any calendar year, then the Condominium Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the votes of all Unit Owners who are members in good standing and entitled to vote at a regular or special members' meeting of the Condominium Association. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$25,000 or less in a calendar year may be made by the Condominium Association 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 any part thereof, shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

C. PROVISO: BY THE DECLARANT

The foregoing restrictions of this Article X shall not apply to Units owned by the Declarant. The Declarant shall have the additional right, without the consent or approval of the Master Association (or any committees thereunder), the Community Association (or any committees thereunder), the Condominium Association, any Unit Owners, and/or any lienors or mortgagees to: (i) make alterations, additions or improvements, structural and nonstructural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by the Declarant and in, to and upon the Common Elements (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements; and/or (ii) change the layout or number of rooms in any Units owned by the Declarant; and/or (iii) change the size and/or number of Units owned by the Declarant by subdividing one (1) or more Units, or otherwise; (iv) reapportion among the Units owned by the Declarant affected by such change their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses; and/or (v) amend Exhibit No. "2" hereto to reflect the changes in the percentages applicable to any and all of the Units shown therein as a result of changes in the Unit Types constructed and/or changes in the numerical and/or chronological sequence of the Phases. In making the above alterations, additions and improvements, the Declarant may relocate and alter Common Elements adjacent to such Units, provided that such relocation and alteration does not materially and adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Declarant. Any amendment of this Declaration under this subparagraph C need be signed and acknowledged only by the Declarant, and need not be approved by the Master Association, the Community Association, the Condominium Association, any Unit Owners, or any lienors or mortgagees whether or not elsewhere required for an amendment. For so long as the Declarant owns any interest in, or owns any mortgage against, any Unit, the provisions of this Article may not be added to, amended or deleted without the prior written consent of the Declarant.

XI. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND VOTING RIGHTS:

A. Each Unit in the Condominium shall have an undivided percentage share of ownership of the Common Elements as shown in Exhibit No. "2" attached hereto. For purposes of identification, each Condominium Unit has been numbered. The respective undivided interests as set forth in Exhibit No. "2" have been carefully established, and cannot be changed, altered or amended, except by the Declarant to correct typographical errors and as further provided by Article X of this Declaration and by the Condominium Act. The basis for determining the undivided interest and/or percentage shares set forth in Exhibit No. "2" is the square footage of a Unit. The percentage share is determined by dividing the square footage of the Unit by the total square footage of all Units in the Phases submitted to Condominium Ownership under this Condominium.

B. Unit Owners shall be entitled to one (1) vote in the Condominium Association for each Unit owned, to the extent provided for in the Condominium Documents and the Condominium Act.

(1) If a Unit is owned by more than one (1) person, other than where title is taken in the name of both husband and wife, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Unit Owners of

said Unit, and filed with the Secretary of the Condominium Association.

(2) If a Unit is owned by a corporation, limited or general partnership, or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate appointing such person, which certificate must be signed by the president or vice president of the corporation, an authorized general partner(s) of any partnership, or an authorized officer(s) or agent(s) of any other entity, and filed with the Secretary of the Condominium Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned, as more particularly set forth in the Condominium Articles of Incorporation and Condominium Bylaws.

XII. EASEMENTS: In addition to any other easements that may now or hereafter be in existence, and without limitation thereof, each of the following easements are hereby created, and, notwithstanding any of the other provisions of this Declaration, may not be amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose. Each easement shall survive the termination of the Condominium and the removal of any Condominium Property from this Condominium.

A. TO DECLARANT

(1) Perpetual easements are expressly reserved by Declarant, and by any Persons designated by Declarant at any time, over, upon, through and across the Condominium Property for such utility, drainage, security and other services, and ingress and egress, as are desirable or necessary to adequately serve this Condominium and/or any other property within Harbour Pointe Community, including, but not limited to, the right to install, lay, construct, maintain, repair, relocate and/or replace any roadways, sidewalks, pedestrian paths, lines, pipes, wires, and other applicable property; provided that any such easement shall not materially and permanently interfere with the uses for which the Units and the Common Elements are intended. Declarant may assign all or a portion of these easement rights to any Person or Persons.

(2) The Declarant, for so long as it owns or has lien rights to any Unit, on its behalf and on behalf of all Unit Owners, each of whom hereby appoints the Declarant as their duly authorized attorney-in-fact for this purpose, shall have the perpetual right to grant such additional drainage, electric, gas, telephone or other utility or service easements over, upon, and through any portion of the Condominium Property, and/or to relocate any existing easements or facilities in any portion of the Condominium Property, and/or to grant access easements or to relocate any existing access easements over, upon and through any portion of the Condominium Property, as the Declarant shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or Harbour Pointe Community, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provision of the Condominium Documents, the Master Association Documents and/or the Community Association Documents, provided that such easements or the relocation of existing easements will not permanently interfere with the reasonable use and enjoyment of the Units for dwelling purposes.

(3) The easements reserved or otherwise granted to Declarant under this Article XII require no consent or joinder of any Unit Owner or the Condominium Association, and may be acted upon and instituted by Declarant without any such consent or joinder.

B. TO CONDOMINIUM ASSOCIATION AND OTHER ASSOCIATIONS

(1) Each Unit shall be and hereby is made subject to a perpetual easement in favor of the Condominium Association for entrance to the Unit to maintain, repair or replace the Common and Limited Common Elements.

(2) Each Unit shall be and hereby is made subject to a perpetual easement in favor of the Condominium Board of Directors, the Community Board of Directors, and the Master Board of Governors, respectively, or any officer or other person, authorized by these respective Boards, to enter any Unit for the purpose of attempting to remedy or abate any emergency or threatened emergency, regardless of whether the Unit Owner is present at such time, and such right of entry may be immediate and without notice to the Unit Owner in events of emergency where time is of the essence.

(3) Perpetual, nonexclusive easements are created in favor of the Condominium Association, the Master Association and the Community Association, respectively, for the purpose of entering upon the Condominium Property and installing a security system(s) as a part of the construction of such system(s) within River Bridge, or as may be required for security purposes in order to adequately secure all or any portion of the River Bridge, and all improvements therein.

(4) The Condominium Association shall have the power to grant and to relocate perpetual and nonperpetual easements (except those easements reserved or acquired by Declarant) over, under, across and/or through the Common Elements, in its own name and without the joinder or approval of individual Unit Owners, as deemed necessary by the Board of Directors, provided, that said easements so created shall not materially and permanently interfere with the uses for which the Units and the Common Elements are intended.

C. EMERGENCY VEHICLES

Perpetual easements are hereby created for the right of all lawful emergency vehicles, equipment and Persons operating same to pass over and across all portions of the Condominium Property to service the Unit Owners and the Condominium Property.

D. ENCROACHMENT

All of the Condominium property shall be and hereby is made subject to perpetual easements for encroachments, which now or hereafter exist, caused by shifting, settlement or movement of any improvements within the Condominium or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist. In the event the Condominium is partially or totally destroyed, and then rebuilt, the Unit Owners agree that encroachments of parts of the Common Elements or Limited Common Elements or Units, as described, shall be permitted and there shall be a valid easement for said encroachments.

E. UNIT OWNERS

A perpetual nonexclusive easement is hereby granted all Unit Owners (and their families and invitees) for pedestrian ingress and egress over, through and across those portions of the Common Elements as may from time to time be intended for such uses and purposes.

F. STRUCTURAL SUPPORT

Each Unit shall have a perpetual easement for structural support over every other Unit and portion of the Common and Limited Common Elements supporting such Unit, and each portion of the Common and Limited Common Elements shall have an easement for support over all Units and all portions of the Common and Limited Common Elements supporting such portion of the Common and Limited Common Elements.

G. CONSTRUCTION/MAINTENANCE

Perpetual, nonexclusive easement(s) are hereby created in favor of Declarant, the Master Association, the Community Association, and the Condominium Association, and their respective designees, contractors, successors, assigns, agents and employees, to enter upon, through and over, and to use any portion or portions of, the Condominium Property, and to take all other actions necessary or convenient for the purpose of completing the construction thereof, or any part thereof, and for repair, replacement and maintenance purposes where the subject Unit owner and/or Condominium Association fails to do so.

H. GENERAL

The easements set forth in this Article XII shall be granted, reserved, or otherwise created without any additional consideration and shall run with the land and shall be binding upon every Unit Owner, the Condominium Association, the Declarant, the Developer and every claimant of the Condominium property or any portion thereof, or any interest therein, and their respective heirs, executors, administrators, personal representatives, successors and assigns and all persons claiming by, through or under such persons. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Condominium Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the Unit Owners designate the Declarant and/or Condominium Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

XIII. AMENDMENT OF DECLARATION OF CONDOMINIUM: The method of amending this Declaration is:

A. Notwithstanding anything to the contrary contained in this Declaration, the Declarant expressly reserves the right to amend this Declaration without the consent or approval of the Master Association, the Community Association, the Condominium Association, any Unit Owner, lienors, and/or mortgagees, for any of the following purposes: (i) to carry out Declarant's rights described in Article III and Article X of this Declaration, and/or (ii) to correct any errors or omissions not otherwise materially affecting the rights of Unit Owners, lienors or mortgagees.

B. Notwithstanding anything to the contrary contained in this Declaration, the Declarant further expressly reserves the right to amend the Declaration as provided by the Condominium Act to correct any scrivener's error or erroneous legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error.

C. The Declarant may amend this Declaration in all of the foregoing instances in this Article XIII by filing an Amendment

to the Declaration in the Public Records of Palm Beach County, Florida which shall be effective upon recordation. Such Amendment need be executed and acknowledged only by the Declarant with the formalities of the execution of a deed, and shall include reference to the recording information identifying this Declaration, but need not be approved or joined in by the Master Association, Community Association, Condominium Association, any Unit Owners, and/or lienors or mortgagees (including, without limitation, all Institutional First Mortgagees) of Units of the Condominium, whether or not elsewhere required for amendment of this Declaration, and no Certificate of the Condominium Association shall be required.

D. Under no circumstances shall any amendment of this Declaration be adopted which would eliminate, modify, prejudice, abridge or otherwise affect any rights, benefits, privileges or priorities granted or reserved to the Declarant, without the prior written consent of the Declarant in each instance.

E. Except as to the amendment rights reserved by the Declarant in this Declaration, no amendment may otherwise change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus unless the record Owner of the Unit and all record holders of bona fide liens as to the Unit join in the execution of the amendment.

F. Except as otherwise specifically provided herein, this Declaration may be amended at any time and from time to time upon an affirmative vote in favor of such amendment(s) by not less than a majority of the Voting Representatives of all Units in the Condominium, at a regular or special meeting of the members of the Condominium Association, the notice of which meeting shall include a copy of the proposed amendment or amendments. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be lined through text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ___ for present text."

G. An amendment to this Declaration by Unit Owners pursuant to subparagraphs E and F above shall be evidenced by a Certificate of Amendment executed with the formalities of a deed, which Certificate of Amendment need only be executed by the President or Vice President of the Condominium Association and attested by the Secretary or any Assistant Secretary of the Condominium Association unless otherwise provided in this Declaration, and which shall include the recording data identifying this Declaration and an affidavit executed by such Officer and attested by such Secretary attached thereto certifying that the amendment was made in accordance with the terms of this Declaration.

H. For so long as the Declarant retains control of the Condominium Association, the Declarant's prior written consent must be obtained to any amendment to this Declaration, and any amendment without such consent shall be null and void.

I. Any vote of the Unit Owners to amend this Declaration relating to a change in percentage of ownership in the Common Elements or sharing the Common Expenses shall be conducted by secret ballot.

J. No amendment to this Declaration may permit Time-Share Estates to be created in any Unit of the Condominium unless the record owner of each Unit in the Condominium, together with the record holders of liens on each Unit of the Condominium, and the City give prior written approval and join in the execution of the amendment.

K. Amendments to the Condominium Articles of Incorporation and the Condominium Bylaws shall be in accordance with Article XIV of this Declaration.

XIV. CONDOMINIUM ARTICLES OF INCORPORATION AND CONDOMINIUM BYLAWS:

A. The Condominium Articles of Incorporation and the Condominium Bylaws, together with this Declaration, shall govern the operation and management of the Condominium Property, except that in the event of any ambiguity or conflict, the terms and provisions of this Declaration shall control.

B. Amendments to the Condominium Articles of Incorporation or the Condominium Bylaws shall be made in the manner provided therefor in the Condominium Articles of Incorporation and the Condominium Bylaws, respectively.

C. No modification or amendment to the Condominium Articles of Incorporation or the Condominium Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration, nor shall any modification or amendment thereof be deemed valid which is inconsistent with any of the provisions of this Declaration, unless such provision of this Declaration is likewise amended.

XV. THE CONDOMINIUM ASSOCIATION -- ITS POWERS AND RESPONSIBILITIES:

A. The operation of the Condominium shall be vested in the Condominium Association and exercised pursuant to the Condominium Documents. The share of a Unit Owner in the funds and assets of the Condominium Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

B. Membership in the Condominium Association is discussed in Article V of the Condominium Articles of Incorporation. No Unit Owner, except as a duly authorized Officer or Director of the Condominium Association, shall have any authority to act for the Condominium Association.

C. The powers and duties of the Condominium Association shall include those set forth in the Condominium Bylaws and Condominium Articles of Incorporation, and in addition thereto, the Condominium Association shall have all the powers and duties set forth in the Condominium Act, and Chapters 607 and 617, Florida Statutes, as well as all powers, and duties granted to or imposed upon it by this Declaration. In the event of any conflict: this Declaration shall take precedence over the Condominium Articles of Incorporation, the Condominium Bylaws and applicable Rules and Regulations of the Condominium Association; the Condominium Articles of Incorporation shall take precedence over the Condominium Bylaws and applicable Rules and Regulations; and the Condominium Bylaws shall take precedence over applicable Rules and Regulations.

D. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the

Condominium Association, is expressly required in the Condominium Documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Condominium Association shall be given or taken by the Board of Directors, without the consent of the Unit Owners, and the Board of Directors may so approve and act through the proper Officers of the Condominium Association without a specific resolution, subject in all events to the provisions of the Master Association Documents and Community Association Documents, and the rights of the Declarant. When an approval or action of the Condominium Association is permitted to be given or taken pursuant to the Condominium Act, the Master Association Documents, the Community Association Documents, and/or the Condominium Documents, such action or approval may be conditioned in any manner not in conflict with the requirements of the Condominium Act, Master Association Documents, Community Association Documents, and/or Condominium Documents as the Condominium Association deems appropriate, or the Condominium Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal provided the same does not violate the requirements of the Condominium Act, Master Association Document, Community Association Documents, and/or Condominium Documents.

E. In any legal action in which the Condominium Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Condominium Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

XVI. MAINTENANCE; LIMITATION UPON IMPROVEMENT:

A. The responsibility for the maintenance, repair, and replacement of, in or to any Unit whether structural or nonstructural, ordinary or extraordinary, including without limitation maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, the Unit's security system, all electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and all other floor coverings, and all interior surfaces located within, or serving, a particular Unit together with all property belonging to the Unit Owner and his family, invitees, licensees, guests and lessees, shall be performed by the Unit Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary in the Master Association Documents, the Community Association Documents, and/or Condominium Documents.

B. The responsibility for the maintenance, repair and replacement of the Common Elements shall be that of the Condominium Association, except as specifically provided otherwise (as, for example, in subsections C and E below) in this Declaration.

C. Each Unit Owner shall be responsible for maintaining that portion of the Limited Common Elements over which he has exclusive rights of use.

D. In addition to maintenance upon the Area of Common Responsibility, the Master Association may, but shall not be obligated to, provide exterior maintenance service to any part of the Condominium Property provided that such exterior maintenance is, in the sole discretion of the Board of Governors of the Master Association, required, including, without limitation: painting; general repairs; installation of gutters and downspouts; and general cleanup. The Master Association may further provide maintenance to other exterior improvements. The provision of such maintenance services by the Master Association to any part or parts

Master Association to any part or parts of the Condominium Property shall not duplicate such maintenance provided by the Condominium Association, to the extent provided in a satisfactory manner, nor shall the furnishing of any such maintenance services by the Master Association be deemed to constitute an acceptance of the ongoing responsibility to continue to provide any such maintenance. At such time as the Master Association renders such exterior maintenance services, it shall do so at the sole expense of the Condominium Association or the appropriate Unit Owner(s) by special charge which shall be separate, apart and in addition to the regular Master Association Assessment levied and payable as more particularly provided in the Master Association Documents.

E. In the event any Unit Owner fails to properly and timely maintain, repair and replace those portions of the Condominium Property which are the responsibility of the Unit Owner, or in the event any maintenance, repair, or replacement is needed as a result of the negligence, misuse or neglect by a Unit Owner(s) or Person for whom said Unit Owner(s) is responsible, the Condominium Association may, but shall not be obligated to, perform such repair, replacement or maintenance, and thereafter levy special charges for all costs and expenses incurred against the appropriate Unit Owner(s). Said special charge shall constitute a lien against the subject Unit and may be foreclosed in the same manner as a Condominium Assessment.

F. No Unit Owner shall make any alterations in those portions of the Condominium Property which are to be maintained by the Condominium Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Condominium property or impair any egestion, unless otherwise permitted under the terms of the Declaration.

G. Notwithstanding the duty of the Condominium Association to maintain and repair parts of the Condominium Property, the Condominium Association shall not be liable to Unit Owners or other persons 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 Condominium Association, or caused by the elements or other Unit Owners or other Persons.

XVII. COMMON EXPENSES: Each Unit Owner shall pay his share of the Common Expenses as more particularly described in Exhibit No. "2" attached hereto, subject to the Declarant's rights of statutory waiver of assessment pursuant to §718.116(8)(a) and (b), Florida Statutes.

A. Common Expenses, as generally defined in Article IV of this Declaration and as set forth below in this Article XVII, shall include expenses of the operation of the Condominium, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Condominium Association, Master Association Assessments, and any other expense designated as a Common Expense by the Condominium Act, and/or the Condominium Documents.

B. Funds for the payment of Common Expenses shall be collected by Condominium Assessments assessed against Unit Owners in the proportions or percentages of sharing Common Expenses as provided in Exhibit No. "2" attached hereto.

C. The Common Expenses of the Condominium shall be as determined by the Condominium Board of Directors from time to time, but not less frequently than annually in the manner set forth in the Condominium Bylaws.

D. Working Capital contributions may be levied by the Condominium Association and charged to Unit Owners at the closing

of a Unit Owner's purchase of his Unit. The Working Capital contribution may be used to reimburse the Declarant for start-up expenses incurred prior to, or simultaneously with, the time the closing and conveyance of title of the sale and purchase of the first (1st) Unit occurs (being the time prior to the time the Declarant must fund deficits in accordance with the election the Declarant makes pursuant to Section 718.116(8)(a)(2), Florida Statutes, as described in Article XVIII, of this Declaration), or otherwise as the Condominium Board of Directors shall determine. Such Working Capital contributions need not be restricted nor accumulated.

XVIII. ASSESSMENTS; LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS;

A. Pursuant to the Condominium Act and the Condominium Documents, the Condominium Association, through its Board of Directors, shall have the right and power to fix and determine, from time to time, the sums necessary to provide for the budgetary requirements and Common Expenses of the Condominium Association, and the right and power to levy Condominium Assessments therefor in amounts to be set and determined by the Board of Directors of the Condominium Association. All such Condominium Assessments and other revenues received by the Condominium Association shall be used exclusively for the benefit of the Unit Owners to promote the health, safety, and welfare of the Unit Owners and establish a congenial residential community for the maximum benefit and enjoyment of all Unit Owners and for the improvement, reconstruction, repair or replacement, maintenance and operation of the Condominium Property as provided in the Condominium Documents; Special Assessments shall be used in accordance with Section 718.116(9), Florida Statutes. The charge and duty to pay all sums of money in the form of Condominium Assessments are deemed to be affirmative covenants which are annexed to, inherent in, and connected with the Condominium Property and touch and concern the land, the personal obligation for payment of which is expressly assumed by a Unit Owner upon acceptance of a conveyance or other transfer of title to a Unit. The payment of Condominium Assessments may not be avoided or otherwise withheld by any Unit Owner(s) regardless of whether or not the Condominium Association fails, neglects or refuses to perform and provide maintenance and other services mandated by the Condominium Documents except as otherwise specifically provided in this Article XVIII.

B. In any voluntary conveyance or other transfer of title, except as provided in this Article XVIII, the grantee or transferee shall be jointly and severally liable with the grantor or transferor for all unpaid Condominium Assessments against the grantor or transferor or the Unit for Common Expenses up to the time of the conveyance or other transfer, without prejudice to any right the grantee or transferee may have to recover from the grantor or transferor the amounts paid by the grantee or transferee.

C. The Condominium Association may delegate to the Master Association the right to collect Condominium Assessments, independently or concurrently with any collection of Master Association Assessments, and the right to exercise any right or remedy in regard to delinquent Condominium Assessments as such rights and remedies are created by the Condominium Documents, including, without limitation, the provisions of this Article XVIII, and the Master Association Documents, to the extent not repugnant with the Condominium Act. Acceptance by the Master Association of any such delegated right will be in the sole and absolute discretion of the Master Association. If the Master Association refuses to accept the delegation, such attempted delegation will be null and void.

D. Pursuant to Section 718.116(8)(a)(2), Florida Statutes, the Declarant may be excused from the payment of his share of the Common Expenses which would have been assessed against those Units owned by Declarant during the period of time that it

shall have guaranteed to each purchaser in the purchase contract, that the assessment for Common Expenses imposed upon the Unit Owners would not increase over a stated dollar amount and shall have obligated himself to pay any amount of Common Expenses incurred during that period and not produced by the Condominium Assessments at the guaranteed level receivable from other Unit Owners.

E. The amount of all Condominium Assessments shall be fixed by the Board of Directors of the Condominium Association and be payable at such times as set by the Board of Directors, but not less frequently than quarterly. Common Surplus, if any, shall be distributed by the Condominium Board of Directors in the manner provided in the Condominium Bylaws and with reference to the percentage interests as set forth in Exhibit No. "2" attached hereto.

F. The Condominium Board of Directors shall approve, in advance, budgets for this Condominium for each fiscal year, which budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the Common Elements, plus operating and maintenance expenses, and other reasonable and necessary expenses, as more particularly provided in the Condominium Bylaws.

G. The annual budget of this Condominium shall be apportioned among all Units in this Condominium in accordance with the percentage interests set forth in Exhibit No. "2" attached hereto. The annual percentage share of the Condominium budget for each Unit shall initially be broken into twelve (12) equal parts, payable monthly in advance on the first day of each month of each calendar year; but the Condominium Board of Directors has the power to establish other collection procedures, such as quarterly payments, and to designate the Master Association or any duly authorized managing agent, bank, savings and loan association, or mortgage company to act as collection agent. In addition, the Condominium Association has the right and power to levy Special Assessments against each Unit in accordance with the percentage interest set forth in Exhibit No. "2".

H. In addition to annual operating expenses of the Condominium Association, the annual budget shall include, and assessments levied against each Unit Owner shall be for, reserve accounts for capital expenditures and deferred maintenance as may be required by the Condominium Act unless waived or otherwise limited in accordance with the Condominium Act.

I. The liability for Condominium Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Condominium Assessments are made.

J. Condominium Assessments and installments thereon, not paid when due, shall bear interest from the date when due at the rate of eighteen percent (18%) per annum until paid, or at such other rate allowable by law as may be determined by the Board of Directors and permitted by the Condominium Act.

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K. In addition to delinquent Condominium Assessments due and owing to the Condominium Association and interest accrued thereon, the Board of Directors may require the delinquent Unit Owner to additionally pay a reasonable late fee (the amount to be set forth in the Condominium Bylaws) for amounts due and owing for a period of thirty (30) days or longer, which all Unit Owners, by acceptance of a conveyance or other transfer of title to any Unit in this Condominium, agree is a fair and reasonable sum since the measure of actual damages is difficult to ascertain, for purposes of compensating the Condominium Association for the expense of carrying the delinquent sums due on the books and records of the Condominium Association and for sending letters as to nonpayment and institution of collection procedures short of court action. No waiver or forbearance of any late fees due as set forth in this Article XVIII to the Condominium Association shall be effective unless set forth in writing by an authorized officer of the Condominium Association. A waiver or forbearance as to late fees, or a determination made that such late fees are invalid, shall in no way affect Condominium Assessments due and interest accrued thereon.

L. Accrued interest on all delinquent sums is expressly limited in all contingencies and events whatsoever, such that the rate of interest imposed in this Declaration shall never exceed the maximum rate of interest which may be charged against the particular Unit Owner under Florida law. Under any circumstances whatsoever, if the rate of interest resulting from the payment and/or accrual of any amount of interest pursuant to this Declaration shall exceed the aforesaid rate limits prescribed by Florida law, then the payment and/or accrual of such interest shall be reduced and/or repaid so as to comply with the maximum rate of interest permissible as to a particular delinquent Unit Owner under Florida law.

M. All payments received from any delinquent Unit Owner shall be applied as follows: (i) to costs and attorneys' fees incurred by the Condominium Association; then (ii) to accrued interest; then (iii) to past due Condominium Assessments; then (iv) to accrued late fees; and lastly (v) to current Condominium Assessments.

N. In addition to, and without limitation of, each Unit Owner's personal obligation to assume payment of all amounts due to the Condominium Association by acceptance of a conveyance or other transfer as to any Unit in this Condominium, the Condominium Association shall have a continuing lien (hereinafter the "Lien") upon each Unit for any unpaid Condominium Assessments with interest, and costs and reasonable attorneys' fees incurred by the Condominium Association which are incident to the collection of the assessment and/or enforcement of the lien. Such Lien shall relate back to the date of the initial recordation of this Declaration and be superior to all rights of homestead arising in favor of any Unit Owner. The Lien referred to herein shall be enforced by the Condominium Association's filing a Claim of Lien against the Unit Owner and the Condominium Parcel of such Unit Owner who has failed to pay any Condominium Assessment for a period of fifteen (15) days from the date when first due. The Lien is effective from and after the recording of the Claim of Lien in the Public Records of Palm Beach County, Florida, which states the description of the Condominium Parcel, the name of the record owner, the amount due, and the due dates. The Claim of Lien shall secure all unpaid Condominium Assessments with interest, late fees, costs, and reasonable attorneys' fees which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to entry of a final judgment of foreclosure. Such Claim of Lien shall be executed by an Officer or agent of the Condominium Association.

O. The Condominium Association, in its own name, may enforce the Lien by foreclosure in the same manner a mortgage of real property is foreclosed, and/or may also bring an action to recover a money judgment for the unpaid sums without waiving any Claim of Lien and/or proceed by any other manner authorized or permitted at law or in equity, and/or as set forth in the Condominium Act. In the event that a Unit Owner makes a partial payment of the delinquent assessment subsequent to the recording of the Claim of Lien but prior to the commencement of litigation, the Claim of Lien need not be amended to reflect such partial payment. The Complaint in any litigation resulting from the delinquent Condominium Assessment may be prepared pursuant to the existing Claim of Lien with a corresponding reduction (to the extent of such partial payments) in the amount demanded pursuant to said Complaint.

P. In general, the Condominium Board of Directors may take such action as it deems necessary to collect Condominium Assessments, and all other sums due, by personal action or by enforcing and foreclosing said Lien, and may settle and compromise the same if it appears that to do so is in the best interests of the Condominium Association.

Q. The Condominium Association may bid at any sale in foreclosure and apply as a cash credit against its bid all sums due the Condominium Association covered by the Lien being enforced. The Condominium Association may also recover a money judgment for the unpaid Condominium Assessments without thereby waiving any Claim of Lien.

R. Where an Institutional First Mortgagee or other purchaser obtains title to the Condominium Parcel by a purchase at a public sale resulting from the Institutional First Mortgagee's foreclosure judgment on a foreclosure suit in which the Condominium Association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure under such foreclosure suit, such acquirer of title, and his heirs, personal representatives, successors and assigns, shall not be liable for the share of Common Expenses or Condominium Assessments attributable to the subject Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such unpaid share of Condominium Assessments is secured by a Claim of Lien that is recorded prior to the recording of the foreclosed Institutional First Mortgage. Such unpaid share of Condominium Assessments shall be deemed a Common Expense and collectible from all Unit Owners, including such acquirer of title and his heirs, personal representatives, successors and assigns. Such acquirer of title, his heirs, personal representatives, successors and assigns shall have neither the right to receive nor have any interest in any Common Surplus which may exist and be distributable to the former Unit Owner, and the Condominium Association may use such undistributed Common Surplus as a set off against any such unpaid share of Condominium Assessments pertaining to such Unit to the extent available. Further, such acquirer of title, his heirs, personal representatives, successors and assigns, may not, during the period of its ownership

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of a Unit, whether or not the Unit is unoccupied, be excused from the payment of any Common Expenses allocable to the subject Unit and coming due during the period of such ownership, nor avoid such payment by waiver of the use of any Common Elements or by abandonment of the Unit against which the Condominium or Special Assessment is levied.

S. The Condominium Association, acting through its Board of Directors, shall have the right to assign its Lien rights for the recovery of any unpaid Common Expenses to the Declarant or any other Person.

T. Any Unit Owner shall have the right to require from the Condominium Association a certificate showing the amount of unpaid Condominium Assessments assessed against him with respect to his Unit.

XIX. TERMINATION OF CONDOMINIUM:

This Condominium may be voluntarily terminated as provided in this Article, and, in addition hereto, as provided in Article XXV hereof. Mortgagees of individual Units shall have the right, upon written notice to the Condominium Association, to be advised in writing of any proposed termination of the Condominium. If the proposed voluntary termination of this Condominium is submitted to a meeting (hereinafter "Termination Meeting") of the membership of the Condominium Association, pursuant to proper notice as provided in the Bylaws, and within sixty (60) days of said Termination Meeting the voluntary termination of this Condominium is approved in writing by at least three-fourths (3/4) of the Voting Representatives of all Units in the Condominium and by all the respective mortgagees of the Units owned by "Approving Unit Owners" (defined below), then the Condominium Association and the "Approving Unit Owners" (being all of the Unit Owners represented by Voting Representatives approving the termination) shall have an option (hereinafter the "Option") to purchase all of the Units of the "Nonapproving Unit Owners" (being all of the Unit Owners represented by Voting Representatives against the termination), which Option must be exercised within a period expiring one hundred twenty (120) days from the date of the Termination Meeting and shall within ten (10) days after the purchase of said Units terminate this Condominium. All of the Units owned by the Nonapproving Unit Owners must be purchased in accordance with this Article XIX, as a condition precedent to the termination of the Condominium under this Article. The Option and subsequent termination of this Condominium shall be exercised upon the following terms:

A. Exercise of Option

An Agreement to Purchase, executed by all of the Approving Unit Owners, shall be delivered by certified or registered mail, to each of the record owners of the Condominium Units to be purchased. Such delivery shall be deemed the exercise of the

Option. The Agreement shall require as a condition precedent the purchase of all Condominium Units owned by Nonapproving Unit Owners.

B. Price

The sale price for each Condominium Unit to be purchased hereunder shall be the fair market value determined by agreement between the seller and the purchaser, within thirty (30) days from the delivery or mailing of such Agreement to Purchase. In the absence of agreement as to price, it shall be determined by an appraiser mutually agreed upon by seller and purchaser, or, if no appraiser can be agreed upon within a five (5) day period commencing upon notice from either party, by an appraiser appointed by the President of the Condominium Board of Directors, or, if an appraiser is not so appointed within a ten (10) day period commencing upon notice from either party, then by a court appointed appraiser. The expenses of appraisal and closing costs (which shall consist of recording costs, documentary stamp tax, and title insurance premium) shall be paid by the purchaser. A judgment of specific performance of the sale, at the price determined by the Appraiser, may be entered in any court of competent jurisdiction.

C. Payment

The purchase price shall be paid in cash.

D. Contract

The contract shall be in the form of the standard Deposit Receipt and Contract For Sale and Purchase then in use in Palm Beach County.

E. Closing

The sale shall be closed at the Condominium within sixty (60) days following the determination of the sale price. Title shall be conveyed by special warranty deed.

F. Certificate

The termination of the Condominium shall be evidenced by a Certificate of the Association executed by its President (or Vice President) and Secretary (or Assistant Secretary) certifying the fact of the termination, which shall become effective upon the Certificate being recorded in the Public Records of Palm Beach County.

G. Shares of Unit Owners After Termination

After termination of the Condominium the Approving Unit Owners shall own the Condominium Property and all assets of the Condominium Association as tenants in common in undivided shares that shall be in proportion to the undivided shares in the Common Elements appurtenant to their respective Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%). All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien, in its same priority.

H. Exclusive Rights Not Extinguished by Termination

The exclusive rights of use of the Storage Areas provided for as Limited Common Elements hereunder shall not be extinguished by virtue of the termination of the Condominium.

XX. EQUITABLE RELIEF: In the event of the destruction of all or a substantial part of, the Condominium Property, and in the

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event the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner, the Condominium Association, the Master Association, or the Community Association shall have the right to petition a court having jurisdiction in and for Palm Beach County, Florida, for equitable relief which may, but need not necessarily, include a termination of the Condominium.

XXI. LIENS: In the event a lien against two (2) or more Units becomes effective, each Unit Owner thereof may release his Unit from the lien by exercising any of the rights of a property owner under Chapter 713, Florida Statutes (if applicable), or by payment of the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Condominium Parcel as provided in §718.121, Florida Statutes.

XXII. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any Unit Owner other than the Declarant shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

A. Transfer Subject to Approval

(1) Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Condominium Association, except to an existing Unit Owner.

(2) Lease. No Unit Owner may dispose of a Unit or any interest therein by lease without approval of the Condominium Association, except to an existing Unit Owner.

(3) Gift. If any Unit Owner shall acquire title to his Unit by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Condominium Association.

(4) Devise or Inheritance. If any Unit Owner shall acquire title to his Unit by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Condominium Association.

(5) Other Transfers. If any Unit Owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his Unit shall be subject to the approval of the Condominium Association.

B. Notice to Condominium Association

(1) Sale. A Unit Owner intending to accept a bona fide offer of sale of his Unit, or any interest therein, shall give the Condominium Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Condominium Association may reasonably require. As part of the information to be provided, the Condominium Association shall be entitled to interview the intended purchaser at the principal office of the Condominium Association. A bona fide offer is defined as an offer in writing binding upon the offeror and containing all the pertinent terms of such sale or lease, and accompanied by an earnest money deposit in an amount equal to ten percent (10%) of the purchase price if such offer is an offer to purchase a unit. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Condominium Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the

notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A Unit Owner intending to accept a bona fide offer to lease his Unit or any interest therein, shall give to the Condominium Association notice of such intention, together with the name and address of the intended lessee and such other information as the Condominium Association may reasonably require, and an executed copy of the proposed lease. As part of the information to be provided, the Condominium Association shall be entitled to interview the intended lessee at the principal office of the Condominium Association.

(3) Gift; Devise; Inheritance; Other Transfers. A Unit Owner who has obtained title to his Unit by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Condominium Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Condominium Association may reasonably require, and a certified copy of the instrument evidencing the Unit Owner's title. As part of the information to be provided, the Condominium Association shall be entitled to interview said Unit Owner at the principal office of the Condominium Association.

(4) Failure to Give Notice. If the notice to the Condominium Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Condominium Association, at its election and without notice, may approve or disapprove the transfer of ownership. If the Condominium Association disapproves the transfer of ownership, the Condominium Association shall proceed as if it had received the required notice on the date of such disapproval.

C. Approval by Condominium Association

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and the information required hereunder, the Condominium Association must either approve or disapprove the transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President) of the Condominium Association in recordable form, and shall be delivered to the purchaser for recording in the public records of the County (at the expense of the purchaser).

(2) Lease. If the proposed transaction is a lease, then within ten (10) days after receipt of such notice and the information required hereunder, the Condominium Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President) of the Condominium Association in recordable form, and shall be delivered to the lessee for recording in the Public Records of the County (at the expense of the lessee).

(3) Gift; Devise; Inheritance; Other Transfer. If the Unit Owner giving notice has acquired title to his Unit by gift, devise, inheritance, or in any other manner not heretofore considered, then within thirty (30) days after receipt of such notice and information required hereunder, the Condominium Association must either approve or disapprove the continuance of the Unit Owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President (or a Vice President) in recordable form, and shall be delivered to the Unit Owner for recording in the public records of the County (at the expense of the Unit Owner).

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D. Disapproval by the Condominium Association

If the Condominium Association shall disapprove a transfer of ownership or a lease of a Unit, the matter shall be disposed of in the following manner:

(1) Sale. If the proposed transaction is a sale, the Unit Owner shall be advised of the disapproval in writing within thirty (30) days after the Condominium Association's receipt of the notice and the information required hereunder, and the sale shall not be made. If the sale is disapproved, and if the notice of sale given by the Unit Owner shall so demand, then within forty-five (45) days after receipt of such notice and information, the Condominium Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase by a purchaser approved by the Condominium Association who will purchase, and to whom the Unit Owner must sell the Unit upon the following terms:

(a) The price to be paid shall be that stated in the disapproved contract to sell.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase to the Unit Owner.

(d) A certificate of the Condominium Association executed by its President (or a Vice President) in recordable form, approving the purchaser, shall be recorded in the public records of the County (at the expense of the purchaser).

(e) If the Condominium Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Condominium Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, the transaction initially proposed by the Unit Owner shall be deemed to have been approved and the Condominium Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of the County (at the expense of the purchaser).

(2) Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, within ten (10) days after the Condominium Association's receipt of the notice and information required hereunder, and the lease shall not be made.

(3) Gifts, Devise; Inheritance; Other Transfers. If the Unit Owner giving notice has acquired title to his Unit by gift, devise or inheritance, or in any other manner not heretofore considered, the Unit Owner shall be advised of the disapproval in writing within thirty (30) days after the Condominium Association's receipt of the notice and information required hereunder; in such event, within forty-five (45) days after receipt from the Unit Owner of the notice and information required to be furnished hereunder, the Condominium Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase by a purchaser approved by the Condominium Association who will purchase, and to whom the Unit Owner must sell the Unit upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within ten (10) days from the delivery or mailing of such agreement. In the absence of such agreement, the sale price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the

arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; 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 shall be paid by the purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall close within thirty (30) days following the determination of the sale price.

(d) A certificate of the Condominium Association, executed by its President (or a Vice President) in recordable form, approving the purchaser shall be recorded in the public records of the County (at the expense of the purchaser).

(e) If the Condominium Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Condominium Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, such ownership of the Unit Owner shall be deemed to have been approved, and the Condominium Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of the County (at the expense of the Unit Owner).

E. Mortgage

A Unit Owner may not mortgage his Unit, nor any interest therein, without the approval of the Condominium Association, except to the Declarant or to an Institutional Mortgagee. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors of the Condominium Association, and said approval shall be by a certificate executed by the President (or a Vice President) of the Condominium Association in recordable form for recording in the public records of the County (at the Unit Owner's expense). Where a Unit Owner sells his Unit and takes back a purchase money mortgage, the approval of the Condominium Association shall not be required.

F. Exceptions

The foregoing provisions of this Article XXII shall not apply to a transfer to, or purchase by, an Institutional Mortgagee which acquires title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee. Neither shall the foregoing provisions of this Article XXII require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall the foregoing provisions of this Article XXII apply to the sale or lease of a Unit by or to Declarant, or by or to the Condominium Association.

G. Unauthorized Transactions

Any sale, mortgage, lease or other transfer which is not authorized pursuant to the terms of this Article XXII shall be void unless subsequently approved by the Condominium Association.

H. Master Association Approval

A Unit Owner must also comply with the terms of the Master Association Documents with respect to the sale, mortgage, lease, or other transfer of his Unit.

XXIII. CONTROL:

A. Unit Owners other than the Declarant shall be entitled to elect no less than a majority of the Board of Directors of the Condominium Association in the manner provided in the Articles of Incorporation and Bylaws of the Condominium Association.

B. If the Declarant holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Declarant:

(1) Assessment of the Declarant as a Unit Owner for capital improvements; or

(2) Any action by the Condominium Association that would be detrimental to the sales of Units by the Declarant. However, an increase in assessments for common expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sales of Units.

XXIV. USE AND OCCUPANCY RESTRICTIONS: The following general use and occupancy restrictions applicable to the Condominium Property are in addition to, and without limitation upon, all other restrictions as more particularly set forth in the Master Association Documents, the Community Association Documents, and the Condominium Documents, including, without limitation, the Rules and Regulations adopted by the Condominium Association.

A. General Restrictions

(1) Each Unit may be used only for the purpose of a single family residential living unit and for no other purpose, unless elsewhere provided herein or in the Master Association Documents. A single family residential living unit shall be defined as a Unit of one (1) person, or a group of two (2) or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, or who reside together occupying the whole of a Unit as a single housekeeping Unit with a single set of culinary facilities, and which term shall also include gratuitous social guests and domestic servants. Commercial activities are not permitted within the Condominium.

(2) No Condominium Unit may be leased for a period of less than four (4) consecutive months. In addition, no Condominium Unit may be leased more than two (2) times in any consecutive twelve (12) month period. All leases of Units shall provide that the lessee shall be subject to the terms and conditions of the Condominium Documents, the Master Association Documents, and the Community Association Documents, and that any failure by the lessee to comply with such terms and conditions shall constitute a material breach of the lease.

(3) In the event that a Unit is owned by an entity or is owned pursuant to a form of multiple ownership involving more than three (3) legal or beneficial owners, such entity or multiple owners shall designate three (3) occupants each year to the Association who will be entitled to utilize the Condominium Property as a Unit Owner. Each occupant shall be subject to the same rules, regulations, and restrictions, as are Unit Owners (including but not limited to the requirements of Article XXII herein, to which each occupant shall be subjected).

(4) No Unit Owner shall make, or permit to be made, any material alteration, addition or modification to his Unit without the prior written approval of the Association. No Unit Owner shall cause any improvements or changes to be made to the exterior of this Unit or any improvements in the Condominium, including but

not limited to painting or other decoration. No Unit Owner shall in any material manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit.

(5) All Units are required, prior to occupancy, to have wall-to-wall carpeting, or other flooring material with provisions for sound-proofing, installed upon all floor areas except the kitchen, utility room, baths, and entrance area.

(6) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit that is visible from outside the Unit.

(7) No awning or other projections shall be attached to the outside walls of the Condominium Building(s) without prior written approval of the Condominium Association. No blinds, shades, screens or related items shall be attached to or hung in, or used in connection with any windows or doors of the Units or any portion of the Common Elements, without prior written consent of the Condominium Association. Unit Owners shall only install materials approved by the Condominium Association in windows of their Units visible from the outside of the Condominium Building containing the Unit. The liners or interior surfaces, draperies, blinds, and other window coverings shall all be beige or white so that the Condominium Building(s) will present a uniform exterior appearance.

(8) No commercial or business activity shall be conducted in any Unit.

(9) No inflammable, combustible or explosive fluid, chemical, or substance shall be kept in any Unit, except those required for normal household use. No barbecuing shall be permitted in a Unit.

(10) No Unit Owner shall cause anything to be hung, displayed or placed on the exterior walls, screened patio, doors, or windows of a Unit without prior written approval of the Condominium Association, except that a Unit Owner may place hanging plants and outdoor furniture on his screened patio.

(11) No Unit may be divided or subdivided into a smaller Unit.

(12) No Unit shall be occupied by servants or guests in the Unit Owner's absence, unless prior written authorization is obtained from the Condominium Association.

(13) No boats, trailers or similar property shall be stored on or within the Condominium Property.

(14) Garbage and trash must be placed in sturdy plastic bags, sealed with ties, and placed in the dumpsters located in Harbour Pointe Community.

(15) No portion of a Unit shall be used in a manner contrary to the Residential Use Guidelines for River Bridge, except as otherwise authorized or permitted by the Condominium Association, the Community Association, and the Master Association.

B. Nuisances. No nuisances shall be allowed on the Condominium Property nor any use or practice which is the source of annoyance to Unit Owners, to the Master Association (or any of its members), or to any other owners of residences in River Bridge, or which interferes with the peaceful possession and proper residential use of the Units. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage

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shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

C. Solicitation. No Unit Owner may actively engage in any solicitations for commercial purposes on the Condominium Property, nor shall any solicitor of a commercial nature be allowed on the Condominium Property without the prior written consent of the Condominium Association.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be borne by the same Person that has the responsibility for the maintenance and repair of the property concerned.

E. Children. Children (of Unit Owners) of all ages may permanently reside in this Condominium. Parents and guardians shall be responsible for the behavior and safety of their children at all times.

F. Pets. No pets except fish, one small bird (under two pounds), and either one domestic household dog (under fifty pounds) or one domestic household cat (under fifty pounds), shall be permitted to be kept in a Unit, and permitted pets shall be kept only under the Rules and Regulations adopted by the Board of Directors; provided however, that no pet shall be kept, bred or maintained for any commercial purpose, and further provided that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Elements except pursuant to Rules and Regulations adopted by the Board of Directors. Declarant reserves the right to sell Units to Persons with any combination of cats and/or dogs not exceeding two in number, provided, however, that the second pet shall not be replaced by another pet. The Unit Owner shall indemnify the Condominium Association and the Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from having any pet upon the Condominium Property. Lessees and guests are not permitted to bring any pet upon the Condominium Property.

G. General Limitation. No Person shall use the Condominium Property, or any part thereof, in any manner contrary to the Condominium Documents. The Condominium Property shall be used for the purposes for which intended.

H. Rules and Regulations. Reasonable Rules and Regulations concerning the use of the Condominium Property may be made and amended from time to time by the Condominium Association in the manner provided by the Condominium Articles of Incorporation and the Condominium Bylaws. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Condominium Association to all Unit Owners upon request.

I. No Interference With Declarant. No Unit Owner shall, in any way, interfere with the construction, marketing, sale or rental of any Unit by Declarant.

J. Declarant's Rights. Anything to the contrary herein notwithstanding, until the Declarant has completed all of the contemplated improvements and closed the sales of all of the Units in this Condominium, neither the Unit Owners nor the Condominium Asso-

ciation shall interfere with the completion of all contemplated improvements in the Condominium and the sale of all Units, and the Declarant may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale of the Units, including, but not limited to, maintenance of a sales office, showing of the Condominium Property, and the display of signs.

K. Proviso. Anything to the contrary herein notwithstanding, the Use and Occupancy Restrictions in this Article XXIV shall not apply to actions by or Units owned by Declarant.

XXV. INSURANCE: The Condominium Association shall use its best efforts to obtain and maintain adequate insurance to protect the Condominium Association and its property, and the Condominium Property required to be insured by the Condominium Association under the Condominium Act. The insurance carried by the Condominium Association shall be governed by the following provisions:

A. Loss Payable Provisions - Insurance Trustee. All policies purchased by the Condominium Association shall be for the benefit of the Condominium Association, all Unit Owners, and their respective mortgagees as their interests may appear. Such policies shall be deposited with the Condominium Association or an Insurance Trustee (as hereinafter defined) if the Condominium Association elects to utilize the services of an Insurance Trustee, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof and who must be properly bonded when deemed necessary by the Condominium Association. If an Insurance Trustee is selected, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Condominium Association or the Unit Owners; however, mortgagee endorsements shall be issued. Said policy shall then provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any bank in Florida with trust powers or any other Florida Person which may lawfully act as such as may be designated by the Condominium Association, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or contents of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Condominium Association, the Unit Owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Loss Payable Provision as to Common Elements: Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit. Limited Common Elements shall be treated as Common Elements for this purpose.

(2) Loss Payable Provision as to Condominium Units: Proceeds on account of Condominium Units shall be in the following undivided shares:

(a) Partial Destruction - When Units are to be repaired and restored - for the Unit Owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(b) Total destruction of improvements to Condominium Property or where "Very Substantial" damage occurs and the improvements to Condominium Property are not to be restored as provided hereinafter in this Article - for the Unit Owners, each

Unit Owner's share being in proportion to the Unit Owner's share of Common Elements appurtenant to the Unit Owner's Unit.

(3) Loss Payable Provision as to Mortgagees: In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

B. Coverage.

(1) Liability Insurance. The Condominium Board of Directors shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium, and insuring the Condominium Association, the Condominium Board of Directors, and the Unit Owners as its and their interests appear, in such amounts as the Condominium Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be at least \$1,000,000. Said insurance shall include but not be limited to legal liability, hired automobile, non-owned automobile and off-premises employee coverages. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(2) Casualty Insurance. The Condominium Association shall obtain fire and extended coverage insurance, flood insurance, if available, and vandalism, malicious mischief and all risk coverage insurance, insuring all the insurable improvements within the Condominium, including personal property owned by the Condominium Association, in and for the interests of the Condominium Association, all Unit Owners and their mortgagees, as their interests may appear, from a company meeting the standards set by the Condominium Board of Directors, in an amount equal to the maximum insurable replacement value as determined annually by the Condominium Board of Directors; the premiums for such coverage and other expenses in connection with such insurance shall be a Common Expense. The company or companies with whom the Condominium Association shall place its insurance coverage as provided in this Declaration must be good and responsible companies authorized to do business in the State of Florida.

(3) Workmens' Compensation Policy. The Condominium Association shall obtain a Workmens' Compensation Policy in an amount sufficient to meet the requirements of law.

(4) Such Other Insurance. The Condominium Association shall obtain such other insurance as the Condominium Board of Directors may determine from time to time to be desirable.

(5) Individual Liability Insurance Policies. Each Unit Owner shall be responsible for purchasing at his own expense, liability insurance to cover accidents occurring within his Unit, insurance upon his personal property, and living expense insurance. Such insurance shall be in accordance with Chapter 718, Florida Statutes, and in particular §718.111(c) thereof.

(6) Waiver of Subrogation. If available and where applicable, the Condominium Board of Directors shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Condominium Association, and their respective servants, invitees, agents and guests.

(7) Insurance Companies. Insurance companies authorized to do business in the State of Florida shall be in accordance with Chapter 718, Florida Statutes.

(8) Hazard Policies. All hazard policies issued to protect Condominium Buildings shall be in accordance with Chapter 718, Florida Statutes, and in particular §718.111(11)(b) thereof.

C. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee or the Condominium Association shall be distributed to or for the benefit of those entitled thereto pursuant to this Article XXV and expended or disbursed after first paying or making provision for the payment of expenses of the Insurance Trustee, in the following manner:

(1) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to those entitled thereto pursuant to this Article XXV, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it. The remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee if the mortgage held by it provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Unit Owners and their mortgagees, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it. The remittance shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee if the mortgage held by it provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Condominium Association, the proceeds shall be disbursed to the Unit Owners and any mortgagee having an interest in it (as their interests may appear) as surplus in the manner elsewhere stated if the Condominium Board of Directors determines not to replace such personal property as may be lost or damaged.

(3) Certificate. In making distribution to the Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Condominium Association as to the names of the Unit Owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Condominium Association forthwith shall deliver such certificates.

D. Reconstruction or Repair After Casualty.

(1) Loss Less Than "Very Substantial". Where a loss or damage occurs within a Unit or Units, or to the Common or Limited Common Elements, or to any Unit or Units and the Common or Limited Common Elements, but said loss is less than "very substantial" [as defined in (2) below], it shall be obligatory upon the Condominium Association and the Unit Owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Condominium Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the Common or Limited Common Elements, with no damage or loss to any individual Units, and if such damage or loss to the Common or Limited Common Elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee (if applicable) over to the Condominium Association, and the Condominium Association shall promptly contract for the repair and restoration thereof.

(c) ~~If the damage of loss involves one or more individual Units encumbered by Institutional Mortgages, as well as the Common or Limited Common Elements, or if the damage is limited to the Common or Limited Common Elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee (if applicable) for the repair and restoration of the property upon the written direction and approval of the Condominium Association as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills, waivers and releases of mechanics' lien to the Insurance Trustee (if applicable), or the Condominium Association, and shall further execute any Affidavit required by law, by the Condominium Association, or by the Insurance Trustee, and shall deliver same to the Insurance Trustee (if applicable) or to the Condominium Association.~~

(d) Subject to the foregoing, the Condominium Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the damaged Condominium Property.

(e) If the net proceeds of the insurance are insufficient to pay the estimated cost of restoration and repair (or the actual cost thereof if the work has actually been done), the Condominium Association shall promptly, upon determination of the deficiency, levy a special assessment against each Unit Owner in proportion to the Unit Owner's share in the Common Elements for the portion of the deficiency attributable to the cost of restoration. The special assessment funds shall be delivered by the Condominium Association to the Insurance Trustee (if applicable) and added by said Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan unless (i) the provisions of the mortgage to the Institutional Mortgagee so require and/or (ii) the Condominium Board of Directors consents to such an application of proceeds by the Institutional Mortgagee. To the extent that any insurance proceeds are required to be paid over to any mortgagee, the Owner of the Unit subject to the mortgage held by said mortgagee shall be obligated to replace the funds so paid over.

(2) "Very Substantial" Damage. As used in this Declaration, or in any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby seventy-five percent (75%) or more of the total Units of the Condominium are rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage becomes payable. Should such "very substantial" damage occur, then:

(a) The Condominium Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

(b) The Condominium Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair, as well as the estimated cost of restoration and repair.

(c) Thereupon, a membership meeting shall be called by the Condominium Board of Directors, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with respect to the termination of the Condominium, subject to the following:

1. If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, the Condominium Property shall be restored and repaired unless at least three-fourths (3/4) of the Voting Representatives of all Units in the Condominium vote in favor of termination of the Condominium, in which case the Condominium Property shall be removed from the provisions of the Act in accordance with Section 718.117, Florida Statutes, and there shall be recorded in the Public Records of the County an instrument terminating this Condominium, which instrument shall further set forth the facts affecting the termination and shall be certified by the Condominium Association and executed by its President and Secretary or other appropriate officers. The termination of the Condominium shall become effective upon the recording of said instrument and the Unit Owners shall, thereupon, become owners as tenants in common in the "property," that is, the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium and their undivided interest in the "property" shall be the same as their undivided interests in the Common Elements of this Condominium prior to its termination and the mortgages and liens upon Condominium Units shall become mortgages and liens upon the undivided interests of such tenants in common with the same priority as existed prior to the termination of the Condominium.

2. If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, the Condominium Property shall be restored and repaired unless at least two-thirds (2/3) of the Voting Representatives of all Units in the Condominium vote in favor of the termination of the Condominium, in which case the Condominium Property shall be removed from the provisions of the Condominium Act in accordance with Section 718.117, Florida Statutes, and there shall be recorded in the Public Records of the County an instrument terminating this Condominium, which instrument shall further set forth the facts affecting the termination and shall be certified by the Condominium Association and executed by its President and Secretary or other appropriate officers. The termination of the Condominium shall become effective upon the recording of said instrument and the Unit Owners shall, thereupon, become owners as tenants in common in the "property," that is, the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium and their undivided interest in the "property" shall be the same as their undivided interests in the Common Elements of this Condominium prior to its termination and the mortgages and liens upon Condominium Units shall become mortgages and liens upon the undivided interests of such tenants in common with the same priority as existed prior to the termination of the Condominium. In the event that the Unit Owners do not vote to terminate the Condominium, the Special Assessment

shall be deemed approved, and the Condominium Association shall immediately levy such Special Assessment, and thereupon the Condominium Association shall proceed to cause such repairs and restoration to be accomplished, subject to the provisions of this Article XXV. The Special Assessment funds shall be delivered by the Condominium Association to the Insurance Trustee (if applicable) and added by said Trustee or by the Condominium Association, as the case may be, to the proceeds available for the repair and restoration of the Condominium Property. The proceeds shall be disbursed for the repair and restoration of the Condominium Property as provided above. To the extent that any insurance proceeds are paid over to any mortgagee and in the event it is determined not to terminate the Condominium and to vote such Special Assessment, the Unit Owner of the Unit, subject to the mortgage held by such mortgagee, shall be obligated for such sum in addition to the Special Assessment.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Condominium Board of Directors shall be binding upon all Unit Owners.

(3) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds held by the Condominium Association or by the Insurance Trustee (if applicable) after payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated herein.

(4) Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original Condominium Buildings, or as the Condominium Building was last constructed, or according to the plans approved by the Condominium Board of Directors, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Unit Owners and Institutional Mortgagees, respectively, shall also be required.

(5) Association's Power to Compromise Claim. The Condominium Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Condominium Association, and to execute and deliver releases therefor upon the payment of claims.

E. Additional Provisions. The following provisions, to the extent not provided above, shall also be included in the Condominium Association's insurance policies:

(1) Provision in the policy for a waiver of the right of subrogation against Unit Owners individually (if possible); that the insurance is not prejudiced by any act or neglect of individual Unit Owners which are not authorized to represent the Condominium Association; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

(2) Loss against fire and other perils, steam boiler coverage of at least \$50,000.00 if there is a steam boiler, and coverage against all other perils customarily covered under the standard "all risk" endorsement.

XXVI. EMINENT DOMAIN AND CONDEMNATION PROCEDURE: If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured by the Condominium Association and a distribution made jointly to the Unit Owners and their Institutional First Mortgagees and other approved mortgagees whenever compensation is made to any Unit Owner as

provided below in this Article XXVI. The Condominium Association shall give to each Institutional First Mortgagee and other approved mortgagees prompt written notice of any such eminent domain or condemnation proceedings.

A. If a Unit is acquired by eminent domain or condemnation proceedings, or if part of a Unit is acquired by eminent domain or condemnation leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Condominium Documents, as shall be determined in the sole opinion of the Condominium Association, the award shall compensate the Unit Owner for his Unit and his percentage interest in the Common Elements, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest and Common Expense liability are automatically reallocated to the remaining Units in the Condominium in proportion to the respective interests and liabilities of those Units prior to the taking, and the Condominium Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Article shall thereafter be a part of the Common Elements. All votes in the Condominium Association and membership of the Unit Owner(s) in the Condominium Association as to that Unit shall be cancelled.

B. Except as provided in this Article, if part of a Unit is acquired by eminent domain or condemnation which reduces the size of a Unit but the remaining portion of which may be practically or lawfully used by the Unit Owner for any purpose permitted by the Condominium Documents as shall be determined in the sole opinion of the Condominium Association, the award shall compensate the Unit Owner for the reduction in value of the Unit and his Common Element interest and be disbursed by the Condominium Association first to make such Unit habitable, as shall be determined in the sole opinion of the Condominium Association, with any additional funds required in excess of the award being charged against the Unit Owner, and thereafter any surplus funds shall be distributed jointly to the Unit Owner and the applicable Institutional First Mortgagees and other approved mortgagees. Upon acquisition: (i) that Unit's Common Element interest, and Common Expense liability are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in this Declaration; and (ii) the portion of Common Element interest and Common Expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective interests and liabilities of those Units prior to the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interests and liabilities.

C. If part of the Common Elements is acquired by eminent domain or condemnation, the award shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Condominium Association, provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved and undertaken in the manner elsewhere required for capital improvements to the Condominium property. The Condominium Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective common Element interests before the taking, or in such other manner as this Declaration may provide. If there is an Institutional First Mortgage or other approved mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the Institutional First Mortgagees or other approved mortgagees of the Unit.

D. The court decree for eminent domain or condemnation shall be recorded in the County. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and Institutional First Mortgagees or other approved mortgagees of a Unit and the Condominium Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with Chapter 682, Florida Statutes (the "Florida Arbitration Code"), and as the same is amended from time to time. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Unit Owners who will not continue as such after the taking, in proportion to their respective percentage shares as they exist prior to adjustments to such shares effected pursuant to this Article by reason of the taking.

E. In circumstances not covered by this Declaration or by applicable law, a majority of the Condominium Board of Directors may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

XXVII. PARKING: The parking area shown in Exhibit No. "1" is not a part of the Condominium, but rather is owned by Declarant or the Community Association as a part of the Harbour Pointe Community. The parking area will be operated and maintained by the Community Association and the Community Association will assign (pursuant to a Parking Space Assignment) the exclusive right to use a particular, numbered parking space to each Unit. The rights of the Unit Owners regarding the parking area are set forth in the Community Association Documents.

XXVIII. RECREATION AND OTHER SHARED FACILITIES: There will be no recreational facilities located within the Condominium. However, it is contemplated that there will be recreational facilities in both River Bridge and Harbour Pointe Community, respectively, as provided herein.

A. **River Bridge.** Since Declarant does not have control over the Master Developer or the Master Association, Declarant is unable to determine with certainty the recreational facilities to be located within River Bridge. However, the Planned Unit Development Agreement between the Master Developer and the City, does provide some guidance to Unit Owners. For more definite information, interested Unit Owners should contact appropriate City officials.

In addition to all other rules and regulations adopted by the Master Association, Unit Owners are put on notice that all motor boats and other motor powered vehicles are expressly prohibited from use in the waterways except those vehicles which are electronically powered.

B. **Harbour Pointe Community.**

1. The following recreational and other facilities are committed to be built by Declarant within Harbour Pointe Community, and will be used in common with all owners in Harbour Pointe Community:

(a) One swimming pool, with an approximate size of 24 feet by 44 feet, and pool deck. The general location of the pool and pool deck is shown in Exhibit No. "1" to this Declaration.

(b) One cabana containing vending machines, a shower, mens' and ladies' bathrooms, a general storage room for pool equipment and miscellaneous supplies, and a storage room for janitorial supplies. The general location of the cabana is shown in Exhibit No. "1" to this Declaration.

(c) One centralized mail gazebo, consisting of mailboxes for each owner within a covered area on a concrete deck. The general location of the mail gazebo is shown in Exhibit No. "1" to this Declaration.

(d) The above recreational and other facilities committed to be built by Declarant under this subparagraph B will be available for use on or about July 1, 1986, and will be owned by the Community Association subject to Declarant's right to receive any and all proceeds from the vending machines until such right is waived in writing by the Declarant.

2. Declarant, at its sole option and discretion, may provide several outdoor charcoal burning grills to be located at random locations throughout the Common Areas. If provided, the grills will be available for use on or about December 1, 1986.

3. Declarant reserves the right to expand or add to the above referenced recreational and other shared facilities, without the consent or joinder of any Unit Owner, the Condominium Association, or the Community Association.

XXIX. REMEDIES FOR VIOLATION:

A. Each Unit Owner and the Condominium Association shall be governed by, and shall comply with the provisions of, the Condominium Act, the Master Association Documents, the Community Association Documents and Condominium Documents. Subject to the provisions of the Master Association Documents, the Community Association Documents and the Condominium Documents, actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Condominium Association or by a Unit Owner against:

- (1) The Condominium Association;
- (2) A Unit Owner.

B. The prevailing party in any such action is entitled to recover reasonable attorneys' fees and court costs in the trial court and on all appeals.

C. This relief does not exclude any other available remedies.

D. (1) In addition to remedies reserved in favor of the Master Association and the Community Association under the Master Association and Community Association Documents, respectively, and without limitation thereof, the Condominium Association may impose a fine or charge on any Unit Owner who does damage to the Common Elements, and may charge such Unit Owner for all expenses incurred by the Condominium Association to repair or replace the Common Elements so damaged. For the purpose of this Article, whenever a family member, invitee, licensee, guest or any lessee of a Unit Owner causes such damage to the Common Elements, the Unit Owner shall be deemed to have caused such damage. Any

fine or charge may be imposed by the Condominium Association only in compliance with this Article XXIX.

(2) In addition to the foregoing right, the Declarant, the Master Association, the Community Association, and/or the Condominium Association shall have the right, but not the obligation, whenever there shall have been built in, on or in the vicinity of, any Unit any structure or improvement which is in violation of the Master Association Documents, the Community Association Documents and/or the Condominium Documents, to enter in and upon the said Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Unit Owner. Entry and abatement may be made only after compliance with the requirements of this Article XXIX. If it is determined by the Declarant, the Master Association, the Community Association and/or the Condominium Association that a violation of the Master Association Documents, the Community Association Documents, and/or the Condominium Documents, exists, entry and abatement or removal shall not be deemed a trespass.

E. Each and all of the covenants, conditions, restrictions and agreements contained in the Master Association Documents, the Community Association Documents and the Condominium Documents, shall be deemed and construed to be continuing. The extinguishment of any right or power herein contained shall not impair or affect any of the covenants, conditions, restrictions or agreements so far as any future or other breach is concerned. Failure to enforce any building restriction, covenant, condition, obligation, reservation, right, power or charge in the Master and/or Community Association Documents, respectively, and/or Condominium Documents, however long continued, shall in no event be deemed a waiver of the right to enforce such covenant as to the breach or violation. Failure to enforce same shall not give rise to any liability on the part of the Declarant, the Master Association, the Community Association, or the Condominium Association with respect to parties aggrieved by such failure.

F. The Condominium Association shall not impose a fine (a late charge for maintenance assessments does not constitute a fine), or infringe upon any other rights of a Unit Owner for the violation (other than the failure to pay Condominium Assessments and/or other charges in accordance with this Declaration) of the terms and covenants of the Master Association and/or Community Association Documents, respectively, and/or Condominium Documents, unless and until the following procedure is followed:

(1) The Condominium Association must receive written notice of the alleged violation from the Declarant, a member of the Board of Directors, or any Unit Owner aware of same.

(2) Written demand to cease and desist from an alleged violation shall be given to the Unit Owner allegedly in violation which shall specify:

(a) The nature of the alleged violation;

(b) The action required to abate the violation; and

(c) A time period, not less than ten (10) days, during which the violation must be permanently abated.

(3) At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement, or if the same rule is subsequently violated, the Condominium Association or its delegate shall serve the Unit Owner allegedly in violation with written notice of a hearing to be

held by the Condominium Board of Directors. The notice shall specify:

- (a) The nature of the alleged violation;
- (b) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (c) An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
- (d) The proposed sanction to be imposed.

(4) The hearing shall be held pursuant to the notice and shall afford the Unit Owner reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the copy of the notice together with a statement of the date and manner of delivery is entered by the Officer, Director, or agent who delivered such notice. The notice requirement shall also be deemed satisfied if the Unit Owner allegedly in violation appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(5) In the event the Condominium Association's delegate administers the hearing referred to in subparagraph (3) above, the Unit Owner found to be in violation shall have the right to appeal the decision of the delegate to the Condominium Board of Directors. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Condominium Association within ten (10) days after the date of the decision of the delegate.

G. The Condominium Association may, but shall in no way be obligated to, also establish alternate procedures whereby a Unit Owner or the Condominium Association or other adversely affected parties may elect to have disputes, other than the payment of any sums due pursuant to the terms of this Declaration, resolved by binding arbitration to the end that matters involving alleged violations of the Master Association and Community Association Documents, respectively, (as the same pertain to this Condominium) and/or the Condominium Documents, or the Condominium Act, may be resolved without the necessity of lengthy and costly judicial proceedings. This paragraph shall not relieve the Condominium Association and Unit Owners from having disputes resolved by binding arbitration if so required by the Condominium Act, however.

H. Anything in this Article XXIX to the contrary notwithstanding, in the event that any Condominium Assessment or other charges due hereunder are not timely made, the Condominium Association may pursue any of its remedies without complying with the terms of this Article XXIX.

XXX. WATER AND SEWER CHARGES:

A. Water and Sewage service is provided by Palm Beach County Utilities. There will be one master meter for every two residential buildings in Harbour Pointe Community, except that one residential building will have one meter. The Water and Sewer bills will be paid by the Community Association, and the costs thereof will be passed through to the Unit Owners (and other owners within Harbour Pointe Community). The Water and Sewer bills will be equally divided among each Unit (except for unoccupied Units owned by the Declarant, which shall have no obligation) covered

by the particular bill. For example, the water bill regarding the master meter for Phase 1 and Phase 2 will be equally divided among all the Units in Phases 1 and 2 (except for those unoccupied Units owned by Declarant, which shall have no obligation), and the other Phases (if any) will be responsible for their respective bills in like manner.

B. These pass-through costs for Water and Sewer service are not common expenses; such costs are personal charges as to each set of residential buildings involved. In the event that a Unit Owner fails to pay his share of the costs of the Water and Sewer bill passed-through hereunder, then the Community Association shall have a lien against the Unit of such Unit Owner, and shall be entitled to foreclose such lien in the same manner as a lien for unpaid Condominium Assessments may be foreclosed hereunder.

C. Anything to the contrary herein notwithstanding, the Declarant reserves the right to amend the method by which Water and Sewer service is provided and/or the method of payment therefor, including, without limitation, the right to convert the costs of Water and Sewer service to Common Expenses, with each Unit Owner paying his share of the costs of the Water and Sewage for the entire Condominium in accordance with the percentages set forth in Exhibit No. "2" hereto.

XXXI. MISCELLANEOUS:

A. If any provision of the Master Association Documents, the Community Association Documents, or the Condominium Documents, in whole or in part, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Master Association Documents, the Community Association Documents, and the Condominium Documents, and of the application of any such provision in other circumstances, shall not be affected thereby and shall remain in full force and effect.

B. Except as specifically provided to the contrary in the Condominium Act, whenever notices are required to be sent hereunder and unless otherwise specifically indicated in this Declaration, the same shall be hand delivered to a Unit Owner(s) or sent to the Unit Owner(s) by first class mail at their place of residence in the Condominium (unless the Unit Owner has, by written notice duly received for, specified a different address). Notices to the Condominium Association shall be delivered by certified mail, return receipt requested, to such address as the Condominium Association may hereafter designate from time to time by notice in writing to all Unit Owners. Notices to Declarant shall be delivered by certified mail, return receipt requested, to 4360 Northlake Boulevard, Suite 109, Palm Beach Gardens, Florida 33410, or to such other address as Declarant may hereafter designate from time to time in writing to all Unit Owners. All notices shall be deemed and considered given when actually hand delivered or mailed with sufficient postage prepaid to carry the notice to its proper destination, except that notices of a change of address shall be deemed to have been given when received. Any party may change his mailing address by written notice to the Condominium Association.

C. Captions and headings in this Declaration are inserted only for convenience and ease of reference and in no way define or limit the scope of this Declaration or any provision herein.

D. The provisions of the Master Association Documents, the Community Association Documents and Condominium Documents shall be binding upon all parties who may become Unit Owners, by purchase or otherwise, and their heirs, personal representatives, adminis-

trators, successors and assigns, and shall constitute equitable servitudes upon each Unit and its appurtenant undivided interest in the Common Elements. Each Unit Owner, by reason of having acquired ownership whether by purchase, gift, operation of law or otherwise, and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of the Master Association Documents, Community Association Documents and Condominium Documents, are fair and reasonable in all material respects.

E. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Declarant 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 attached to this Declaration, notwithstanding the fact that several Units are used as one. It is 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.

F. Should the Condominium Association, a Unit Owner or Unit Owners, or the Declarant find it necessary to bring a court action to cause compliance with the law or this Declaration, the Unit Owner failing to so comply shall reimburse the Condominium Association, Unit Owner(s), or Declarant, as the case may be, for reasonable attorney's fees incurred in such action, as determined by the court. This paragraph shall not limit any other right to reasonable attorney's fees otherwise provided for herein or by the Condominium Act.

G. The real property submitted to Condominium Ownership herewith is subject to, among other things, the conditions, limitations, restrictions and all other matters of record, applicable governmental land use regulations now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes and easements for utility service and drainage now existing or hereafter granted by the Declarant for the benefit of such Persons as the Declarant designates, and any other easements and/or encumbrances provided for herein. The Declarant's right to grant the foregoing easements shall be subject to said easements not structurally weakening the Condominium Building(s) and not unreasonably, permanently interfering with the enjoyment of the Condominium Property by the Unit Owners.

H. No time-share estates shall be created with respect to Units in this Condominium.

I. Notwithstanding the fact that the present provisions of the Condominium Act are incorporated by reference herein, the provisions of this Declaration and of the exhibits hereto shall be paramount where permissive variances are permitted.

J. No Unit Owner shall bring, or have any right to bring, any action for partition or for division of the Condominium Property prior to the termination of this Condominium, except as otherwise provided herein.

K. Should a law suit be instituted, the Unit Owners do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in this Condominium, and service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to service upon the Declarant.

L. The provisions of the Condominium Documents shall be liberally construed to effectuate the purpose of creating a uniform plan of Condominium Ownership.

M. Where the provisions of the Master Association Documents, Community Association Documents and Condominium Documents set minimum standards in excess of the Condominium Act or other governmental Rules and Regulations, the Master Association Documents, Community Association Documents and Condominium Documents shall prevail, if not otherwise prohibited by law. In the event of any conflict between the terms and provisions of the Master Association Documents, Community Association Documents and the Condominium Documents, the Documents with the more stringent terms with respect to such conflict shall prevail, if not otherwise prohibited by law.

N. This Declaration shall become effective upon its recordation in the Public Records of the County, and shall be construed in accordance with the laws of the State of Florida.

O. Whenever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

P. The Condominium Association shall not be responsible to any Institutional First Mortgagee or other approved mortgagee or lienor of any Unit pursuant to the Condominium Documents, and may assume the Unit is free of any such Institutional First Mortgages or other approved mortgages or liens, unless written notice of the existence of the same is received by the Condominium Association.

Q. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon prior written request to the Condominium Association, to:

- (1) Examine the Condominium Association's Books;
- (2) Receive notice of Condominium Association meetings and attend such meetings;
- (3) Receive notice of an alleged default by any Unit Owner, against whose Unit such Institutional First Mortgagee holds an Institutional First Mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owner; and
- (4) Receive notice of any substantial damage or loss to any portion of the Condominium Property; and
- (5) Receive a copy of the financial report of actual receipts and expenditures of the Condominium Association for the year immediately preceding the date of acquisition of the Institutional First Mortgagee's interest in the Condominium Property.

R. The failure of the Declarant, the Master Association, the Community Association and/or the Condominium Association to insist upon strict performance of any of the provisions, covenants and conditions set forth in the Master Association Documents, the Community Association Documents and/or the Condominium Documents shall not be deemed a waiver of any rights or remedies held by any of these entities, and shall not be deemed a waiver of any subsequent default or noncompliance with the said provisions, covenants and conditions.

XXXII. DECLARANT'S RIGHTS AND VETO POWER:

The Declarant hereby reserves for itself, the following rights which are in addition to all of the other rights of the Declarant.

(1) The right to create easements for itself, and any other Person it so designates, over any portion of the Condominium Property, as long as such easement shall not materially and permanently interfere with the uses for which the Units and the Common Elements are intended.

(2) The right to convey to any Person any easements granted in favor of the Declarant, as created in this Declaration or as recorded in the Public Records of the County, which pertain to the Condominium Property;

(3) For so long as Declarant retains control of the Condominium Association, the right to approve any amendments to the Condominium Documents;

(4) The right, but not the obligation, to maintain any Unit and/or Common Elements if the applicable Unit Owner, the Master Association, the Community Association or the Condominium Association fails to do so;

(5) The right to maintain and operate sales offices in, on or above the Condominium Property, including but not limited to model apartments, and shall have the further right and privilege to have its employees and sales representatives present on the Condominium Property to show Units owned by the Declarant, and to use the Common Elements to perform any and all matters deemed necessary or appropriate by them to sell Units, all without charge or contribution other than Condominium Assessments levied against a particular Unit in accordance with the Condominium Documents;

(6) The right to conduct the construction, development, marketing and sale of Units owned by the Declarant, free of all restrictions in this Declaration, and free of interference from Unit Owners.

(7) The right to lease any Unit owned by Declarant, as many times and for any term that the Declarant so decides.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed, as of the 10th day of April, 1982.

Signed, Sealed and Delivered in the presence of:

Walter
Bob Bell
As To Both President and Secretary

SABATELLO DEVELOPMENT CORPORATION II, Inc., a Florida Corporation

By: [Signature]
Its President

Attest: [Signature] sec.
Its Secretary

[CORPORATE SEAL]

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