

**NOTE: SUBSTANTIAL REWORDING OF ENTIRE DECLARATION. SEE ENTIRE ORIGINAL
DECLARATION FOR PRESENT TEXT.**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
ROYALE TOWERS, A CONDOMINIUM**

KNOW ALL PERSONS BY THESE PRESENTS:

THE DECLARATION OF CONDOMINIUM OF ROYALE TOWERS, A CONDOMINIUM was recorded in Official Record Book 2258, at Page 2243, Public Records of Brevard County, Florida (the "Original Declaration"). The Original Declaration, including any amendments is hereby replaced and restated in its entirety, except that Exhibit "A" and Exhibit "B" to the Original Declaration of Condominium shall become part of this Declaration as Exhibit "A-1".

SECTION 1. SUBMISSION TO CONDOMINIUM OWNERSHIP AND STATEMENT OF AFFAIRS. This Amended and Restated Declaration of Condominium is made by Royale Towers Condominium Association, Inc. The land described in the Declaration and the improvements located on the land have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Amended and Restated Declaration of Condominium.

SECTION 2. NAME AND ADDRESSES. The name of the Condominium subject to this Amended and Restated Declaration of Condominium is Royale Towers, a Condominium. The mailing address for the Condominium is 1830 North Atlantic Avenue, C808, Cocoa Beach, Florida 32931.

SECTION 3. DEFINITIONS. The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

3.1 "Articles" means the Amended and Restated Articles of Incorporation, as amended from time to time.

3.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Units. Assessments shall be levied against each Owner in a percentage, equal to that Owner's undivided share in the common elements and common surplus.

3.3 "Association" means Royale Towers Condominium Association, Inc. its successors, assigns and legal representatives.

3.4 "Association Property" means all property, real or personal, owned or leased by the Association, or dedicated by a recorded subdivision plat to the Association for the use and benefit of the Owners.

3.5 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs.

3.6 "By-Laws" mean the By-Laws, as amended from time to time.

3.7 "Common Elements" means all portions of the Condominium property not included within the Units jointly owned by all owners and not subject to exclusive ownership.

3.8 "Condominium" means Royale Towers, a Condominium.

3.9 "Condominium Act" means the condominium act in existence on the date of recording of this Declaration, unless the context states otherwise.

3.10 "Condominium Documents" means and includes this Amended and Restated Declaration of Condominium and all recorded exhibits, including the Amended and Restated Articles of Incorporation and By-Laws, as amended from time to time.

3.11 "County" means Brevard County, Florida.

3.12 "Declaration" means this Amended and Restated Declaration, as amended from time to time.

3.13 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, fire alarm, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

3.14 "Guest" means any person who is physically present in, or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence of occupancy.

3.15 "Institutional Mortgagee" means the owner and holder of a mortgage encumbering a Unit, which owner and holder of such mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or credit union, or an agency of the United States government, or the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, or any entity controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender, or assignee of the foregoing. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage. "Institutional Mortgage" means a mortgage held by an Institutional Mortgagee.

3.16 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration as defined to be a "Transfer" in Section 13.1 below.

3.17 "Member" or "Member of the Association" means a record Owner of a Unit, but shall not include persons who hold an interest merely as security for the performance of an obligation.

3.18 "Occupy" shall mean and refer to the act of being physically present in a Unit for any period of time. "Occupant" is a person who occupies a Unit.

3.19 "Original Declaration" shall mean and refer to the declaration of condominium of Royale Towers, a Condominium, recorded in Official Record Book 2258, at Page 2243, Public Records of Brevard County, Florida, as amended to the Effective Date of this Declaration.

3.20 "Owners' Personal Property" is defined in Section 4.6 below.

3.21 "Owner" or "Unit Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Unit within the Condominium, but excludes those having such interests merely as security for the performance of an obligation.

3.22 "Properties" means the Condominium property (Units and common elements) and Association property.

3.23 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Units, and the operation of the Association.

3.24 "Unit" means and refers to that portion of the Condominium property which is subject to exclusive ownership, as set forth in this Declaration.

3.25 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. A voting interest shall exclude any voting interest suspended by the Board of Directors of the Association as permitted by the Condominium Act.

3.26 "Administrative Rules" means those promulgated by the Department of Business and Professional Regulation from time to time.

SECTION 4. DESCRIPTION OF CONDOMINIUM PROPERTY AND IMPROVEMENTS; SURVEY AND PLANS.

4.1 Entire Condominium. Royale Towers, a Condominium consists of that property legally described in Exhibit "A-1" attached to and made a part of this Declaration.

4.2 Survey and Plot Plans. Attached to this Declaration as part of Exhibit "A-1" for the Condominium is a survey of the land and plot plans, which graphically describes the improvements in which Units are located, and which show all the Units, including their

identification numbers, locations and approximate dimensions and the common elements and Limited Common Elements, and Certificate of Surveyor. Together with this Declaration, the foregoing is in sufficient detail to identify each Unit, the common elements and Limited Common Elements and their relative locations and dimensions for the Condominium. In the event of any conflict between this Declaration and Exhibit "A-1" attached to this Declaration, Exhibit "A-1" shall control and govern.

4.3 No Time-Share Estates. Time-Share estates shall not be permitted.

4.4 Unit Numbering System. Each Unit will be designated by a different number, so that Units may be described for all purposes, including conveyancing, solely by number. Units are numbered as shown on Exhibit "A-1".

4.5 Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- a. Perimetrical Boundaries. The perimetrical boundary shall be that volume of space contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors and ceilings of the Unit, as more specifically shown in portions of Exhibit "A-1" to this Declaration. The dark solid lines on the floor plans shown in Exhibit "A-1" represent the perimetrical boundaries of the Unit.
- b. Upper and Lower Boundaries. The upper and lower boundaries of the Units are stated in the notes to the floor plans shown in Exhibit "A-1", which notes relate to the elevations of the Unit.
- c. Exclusions. The Unit shall not be deemed to include apertures, which are instead Limited Common Elements.

4.6 Personal Property of the Owners. Except as otherwise provided in this Declaration: Any improvement added to the Limited Common Elements or building exteriors installed by a current or previous Owner after the original construction of the building, including the hurricane protection installed by the Owner, or installed by the original developer as an upgrade which shall not be considered Condominium or Association property but instead shall retain the character of personal property of the particular owner. The foregoing is hereinafter referred to as the "Owners' Personal Property". If it is necessary for Owners' hurricane protection and ground floor railings to be removed to accommodate Association maintenance, repair and replacement of building components for which the Association is responsible, the Association shall at its expense remove, store and reinstall same. Re-installation is permitted only so long as is permitted by this Declaration and does not produce any harm or injury to the common elements or conflict with the Board's Rules and Regulations, as amended from time to time.

4.7 Garages. The current garage assignment plan is attached to and made a part of this Declaration as Exhibit "A-2".

SECTION 5. EASEMENTS. Each of the easements and easement rights referred to in this Section 5, is reserved through the Properties and is a covenant running with the land in the Condominium, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Condominium. None of the easements specified in this Section 5 may be encumbered by any leasehold or lien other than those on the Units. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. Notwithstanding anything in this Section 5 to the contrary, nothing herein shall preclude the Association from exercising its suspension rights pursuant to Section 718.303, Florida Statutes, as amended from time to time. The following easements lie in addition to those provided for in the Condominium Act:

5.1 Encroachments. If any Unit encroaches upon any of the common elements or Association property for any reason other than the intentional act of an Owner, or if any common elements or Association property encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

5.2 Ingress and Egress. Easements over the common elements and Association property for ingress and egress, to Units and public ways, to and from the Condominium.

5.3 Maintenance, Repair and Replacement. Easements through the Units, common elements and Association property for maintenance, repair and replacements.

5.4 Utilities. Easements through the common elements and Association property and Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other Units and to the common elements.

5.5 Public Services. Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium and Association property.

5.6 Support. There shall be an easement over every portion of the Unit contributing to the support of the common elements or of other Units, for the benefit of the Association and the Owners of supported Units.

5.7 Other. Any other easements which may or will be recorded in the Public Records of the County which relate to the Condominium.

SECTION 6. CONDOMINIUM PARCEL; APPURTENANCES AND USE.

6.1 Condominium Parcel; Owners' Share of Common Elements and Common Surplus. Each Unit is described and located on Exhibit "A-1" to this Declaration. The Owner(s) of each Unit shall

own that undivided share in the common elements and the common surplus as is set forth in Exhibit "B" attached to and made a part of this Declaration.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium property, including without limitation the following:

- a. An undivided ownership share in the land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- b. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and By-Laws of the Association, attached to this Declaration as Exhibits "C" and "D", respectively.
- c. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time.
- d. Other appurtenances as may be provided in this Declaration and its exhibits.
- e. Each Unit and its appurtenances constitute a "Condominium Parcel".

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his or her Unit. Subject to the provisions of Section 12.1(e) below, he or she is entitled to use the Properties in accordance with the purposes for which they are intended, but no use of the Unit or of the Properties may unreasonably interfere with the rights of other Owners, of other persons having rights to use the Properties. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Properties, including the Units, shall be governed by the Condominium Documents as they may be amended from time to time and by the Rules and Regulations promulgated from time to time by the Board of Directors.

6.4 Special Provision Regarding Use When the Unit is Leased. When a Unit is leased, the tenant shall have all use rights of Association property and common elements otherwise readily available for use by Owners, and the Owners shall lose such rights. Nothing in this Section 6.4 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes.

SECTION 7. COMMON ELEMENTS.

7.1 Common Elements Defined. The common elements are as defined in Section 3.7 above.

7.2 Restraint Upon Separation and Partition of Common Elements. The undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be

conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. No action shall lie for partition of the common elements.

SECTION 8. LIMITED COMMON ELEMENTS. Certain common elements have been designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been designated are as described in this Declaration. The following common elements are hereby designated as Limited Common Elements:

8.1 Patios/Balconies. The surfaces of each balcony/patio including walls, ceilings, floor, railing on floors 2-8, light and electrical fixture(s) are Limited Common Elements of the Unit so served.

8.2 Heating and Air Conditioning. The air conditioning/heating system compressor, hurricane straps and tie downs, as well as the air handler, ducts, any air filter and thermostat shall be Limited Common Elements of the Unit so served, except that any concrete pad underneath the compressor and hurricane stand, all lines and wiring outside the unit boundaries are part of the common elements; provided, however, any upgrading of the air conditioning units shall be deemed the Owner's Personal Property.

8.3 Garage Parking Spaces.

a. There are 177 garage parking space(s) deemed Limited Common Elements of the Unit(s) so assigned, the boundaries of which are more specifically shown on Exhibit "A-1" to this Declaration. This does not include any owner or Owners Personal Property to include but not limited to shelves, cabinets, walls, partitions, garage door openers, electric sensors and key pads.

b. Garage parking spaces may be exchanged or assigned between Owners, with prior Association approval in writing, which shall not be unreasonably withheld, and once exchanged/assigned shall be Limited Common Elements of the Unit to which assigned/exchanged. As a condition to granting such approval, the Board of Directors shall charge an administrative processing fee, not to exceed \$200.00, which will reimburse the Association for the costs and expenses incurred in approval of the transfer of the use of the assigned garages, and the recordation of a revised Exhibit "A-2" to the Declaration, the most recent of which is attached to and made a part of this Declaration as Exhibit "A-2". As such, all assignments must be recorded. Garage parking spaces may not be rented or licensed other than to an Owner or tenant in the Condominium, separate from the Unit to any person who is not a unit occupant or owner. However, at all times, no person other than the owner of a unit at ROYALE TOWERS, A CONDOMINIUM may acquire any right or interest, to a garage.

8.4 Apertures ("Building Openings"). All apertures in the Unit to include but not limited to all exterior doors, including the garage door to the garage entry and sliding glass doors and all windows, including all of the foregoing items' frames, glass hardware and threshold; provided

however, all screen and storm doors and other Owner-added property are the Personal Property of the Owner.

8.5 Others. Any part of the common elements connected to or exclusively serving a single Unit, and which is specifically required in Section 11 of this Declaration to be maintained, repaired, or replaced by or at the expense of the Owner, shall be deemed a limited common element of the Unit so served.

SECTION 9. ASSOCIATION. The operation of the Condominium is by Royale Towers Condominium Association, Inc. which shall perform its functions pursuant to this Declaration and the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation attached as Exhibit "C", as amended from time to time.

9.2 By-Laws. The By-Laws of the Association shall be the Amended and Restated By-Laws attached as Exhibit "D", as amended from time to time.

9.3 Membership and Voting Rights. The membership of the Association shall be as provided in the Articles of Incorporation and By-Laws. The Owners of each Unit shall collectively be entitled to that vote as more fully provided in the Articles of Incorporation and By-Laws.

9.4 Limitation on Liability.

a. Notwithstanding its duty to maintain and repair certain Properties, the Association shall not be liable to the Owners for injury or damage caused by Properties which the Association has responsibility to maintain. In the event that any portion of the Properties for which the Owner has maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement of those Properties for which the Association has responsibility, the Owner shall bear the full risk of loss. The only exception under this Section 9.4.a is where the Association (whether for itself or its contractor) is guilty of gross negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). This Section 9.4.a shall also apply where the loss results in the course of the Association's reconstruction and repair after casualty.

b. The Association shall in no event be liable for any damages resulting from an Owner's breach of his maintenance, repair and replacement responsibility under this Declaration.

9.5 Purchase, Conveyance, Leasing and Mortgaging of Real Property; Financing. The Association shall be permitted to acquire title to real property (exclusive of Units in the Condominium) and

convey same upon the prior vote of a majority of the entire voting interests of all Members of the Association. The Association shall be permitted to purchase Units and lease real property, including common elements. The Association may borrow money, and shall be permitted to mortgage any property owned by the Association and to assign its assessment rights in connection with obtaining financing, but the assignment cannot pertain to reserves for deferred maintenance and capital expenditures required by or regulated by the Condominium Act and the Administrative Rules, nor to special assessments unrelated to payment of the debt in question, nor to insurance proceeds.

SECTION 10. ASSESSMENTS, CHARGES AND LIENS. The Association has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including both annual assessments for each Unit's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Unit(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Unit and Owner under the Condominium Documents. This includes expenses associated with specified limited common elements.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement, protection or insurance of the Properties, the expenses of operating the Association, fines levied by governmental authority, and/or maintenance and service contracts inside the Units, and/or bulk rate telecommunications contracts (if the Board chooses to enter into such contract), pest control within the Units if the Association so chooses, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts.

10.2 Share of Common Expenses. Each Owner (collectively) and each Unit in this Condominium shall be liable for that share of the common expenses, equal to each Owner's share of ownership of the common elements as stated in Exhibit "B" attached to and made a part of this Declaration.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Condominium Documents or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he/she is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Section 10.8.a below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless

of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common element, by abandonment of the Unit on which the assessments are made, by interruption in the availability of the Unit or the common elements or Association property for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his/her share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided by the Condominium Act.

10.6 Application of Payments; Failure to Pay; Interest; Late Fees. Assessments and installments thereon paid within ten (10) days of the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at that particular time, calculated from the date due until paid. Any assessment or installment not paid within ten (10) days of the date due shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act as amended from time to time. Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

10.7 Liens. The Association has a lien on each Unit securing payment of past due assessments, including late fees so long as not prohibited by the Condominium Act at that particular time, and including interest and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. Any claim of lien recorded shall state the legal description of the Unit, the name of the record Owner, the assessments past due and the due dates. The claim of lien is effective from and has those priorities as stated in the Condominium Act as amended from time to time and is in effect until barred by law. The claim of lien secures all unpaid assessments, applicable late fees, interest, costs and attorneys' fees coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien. The Association is empowered through the Board to assign its lien rights for recovery of unpaid assessments to a third party, to secure repayment of a loan entered into by the Association.

10.8 Priority of Lien; Liability of Mortgagees and Other Lienholders; Leases.

- a. Rights of Mortgagees and Other Lienholders. The liability and priority of mortgagees and other lienholders and successors in title to Units as result of a mortgage or lien

foreclosure or ad-valorem tax sale shall be as provided in the Condominium Act as amended from time to time.

b. Leases. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided for in the Condominium Act as amended from time to time and may also bring an action to recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, and all costs of collection, including court costs and paralegal and attorneys' fees. Late fees are recoverable at law, and as part of the claim of lien unless prohibited by the Condominium Act as amended from time to time. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to the appointment of a receiver, which may be the Association, to collect the rent. Such receiver shall be appointed pursuant to a court order in the foreclosure action. If some person other than the Association acts as receiver, then the cost of the receiver shall be borne by the party which did not prevail in the lawsuit. Homestead shall not be a defense to a mortgage foreclosure action.

10.10 Certificate As To Assessments. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

10.11 Charges.

a. Defined. Each Unit and Owner shall be liable for Charges levied by the Association against the Unit and Owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; fines; damages; and any other sums other than assessments which are referred to as Charges in the Condominium Documents. At no time shall a Charge be deemed an assessment under the Condominium Act or under the Condominium Documents.

b. Who is Liable for Charges. The Owner of each Unit, regardless of how title was acquired, is liable for all Charges coming due while he/she is the Owner. Multiple Owners are jointly and severally liable.

c. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at that particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of \$25.00 or five percent (5%) of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction

placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and Charges first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

d. Collection of a Charge. The Association may bring an action to recover a money judgment for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including court costs and attorneys' fees, including those incurred in connection with appellate, bankruptcy and administrative proceedings. The Association may file a claim of lien for a Charge unless prohibited by the Condominium Act as amended from time to time.

10.12 Special Assessments. Special assessments may be levied pursuant to Section 7.4 of the By-Laws.

SECTION 11. MAINTENANCE, REPAIR AND REPLACEMENT; MAINTENANCE STANDARDS; ALTERATIONS AND IMPROVEMENTS. Responsibility for only the Limited Common Elements, maintenance, repair and replacement of the Properties, and maintenance standards shall be as follows:

11.1 Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- a. Common Elements and Association Property. All common elements and Association property.
- b. Limited Common Elements. Only the following:
 1. The portion of the balcony/patio referenced in Section 8.1 above which is plainly visible from the exterior of the building, including walls, ceilings, floor, the railings above the first floor of the buildings and all wall mounted patio/balcony light fixtures and the electrical outlet(s).
 2. Garage spaces constituting Limited Common Elements referenced in Section 8.3.a above, except for the following: electric garage door opener mechanisms, the construction, repair or maintenance of interior walls that are Owners' Personal Property to include but not limited to shelves and cabinets and any electric car charging stations and meters.
 3. The Association is responsible for the repair and maintenance of all utility lines, HVAC lines, and wiring outside the unit boundaries.
- c. Owners' Personal Property. Only that referenced in Section 4.6 above.

d. Units. Only the following:

1. Pest control within the Units, if the Association so chooses, for which the Association has irrevocable access into the Unit.

e. Dryer Vents. Dryer vents on the exterior of the building.

11.2 Owner Maintenance. Each Owner is responsible, at his/her own expense, for the maintenance, repair, and replacement of the following Properties.

a. Units. All portions of the Unit, whether the maintenance, repair or replacement is ordinary or extraordinary, subject to casualty repair and reconstruction as otherwise provided for by the Condominium Act as amended from time to time.

b. Owners' Personal Property. All Owners' Personal Property, as defined in Section 4.6 above, other than the exceptions contained in Section 4.6 above.

c. Limited Common Elements. Each Owner is responsible at his/her own expense, for the general maintenance, repair and replacement of the following limited common elements: Owners are permitted to install and maintain an automobile electric charging station with a separate electrical meter billed to the Owner as long as it does not impede access, garage use by another Owner, and is not anchored to any exterior wall. Each Owner is responsible for the Unit entry door (except for exterior painting), sliding glass doors and all windows, including all of the foregoing items' frames, screens, glass, hardware, sweep and threshold. Owner is responsible for the HVAC compressor, hurricane straps, tie downs, air handler, air filter and thermostat.

d. Miscellaneous Covenants and Understandings of Each Owner.

1. Each Owner must perform promptly all maintenance, repairs and replacement which is necessary to ensure good repair and appearance in accordance with Board Rules and Regulations as amended from time to time and/or which if not performed would affect any of the Properties, including any Unit(s) belonging to any other Owner(s).

2. Each Owner shall be liable for any damages or costs incurred which arise due to his/her failure to perform the maintenance, repair and replacement responsibilities under this Section 11.

3. Each Owner shall promptly report to the Association or its agents any defect or need for repair on the Properties for which the Association is responsible to maintain, repair and replace under this Declaration.

4. No Owner shall do anything which would adversely affect the safety or soundness or cause damage to the common elements or any other portion of the Properties for which the Association is obligated to maintain under this Declaration. The opinion of the Board of Directors shall control in determining whether the safety or soundness of the Properties is adversely affected or damage might be caused to such Properties.

5. Each Owner is responsible for the expense of all decorating within his or her own Unit, including painting, wall papering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other interior furnishings and interior decorating. Each Owner is responsible for his/her water heater, plumbing fixtures, appliances and all cabinetry.

6. The Board of Directors is empowered to require approval of any contractors or subcontractors performing work for which the Owner is obligated to maintain, repair or replace under this Declaration. All contractors performing work for Owners must be licensed where required, carry workers compensation insurance, and liability insurance with the Association made a certificate holder and additional insured. Evidence of the foregoing must be provided to the Association prior to commencement of work.

11.3 Maintenance Standards for Owners and Occupants. The maintenance obligations of the Owners and residents under this Declaration shall be performed to ensure good repair and in accordance with Board Rules and Regulations as amended from time to time. Each Owner must perform promptly all maintenance, repairs and replacement for which the Owner is responsible, which are necessary to ensure a safe environment in good repair in accordance with Board Rules and Regulations as amended from time to time. No Owner or resident shall impede or otherwise perform or interfere with the maintenance responsibilities of the Association under this Declaration. Each Owner and resident shall be governed by maintenance standards which may be adopted from time to time by the Association. The following constitutes maintenance standards for the Owners and residents, which the Board of Directors of the Association is empowered to supplement from time to time without having to amend this Declaration. the term "good repair" means a first-class appearance.

a. Windows, Glass Doors and Respective Frames. As to these items for which the Owner is responsible: Broken or cracked glass and their respective frames shall be immediately replaced for safety concerns as well as cosmetic reasons. Painting of frames to sustain good repair.

b. Screens and Screen Frames. Torn, cut or otherwise damaged screening and damaged screen frames shall be replaced with new materials as reasonably soon as possible after the damage occurs. Screen frames shall be maintained in good condition and repair to include painting.

c. Hurricane Shutters. Hurricane shutters shall be fully operative at all times and shall not appear broken or inoperative, and shall remain in good condition and repair unit owners are responsible to purchase, install, repair and maintain operable hurricane storm shutters on all patio and balcony openings. All said shutters shall meet the specifications for hurricane shutters as set forth by the Association and shall be installed and maintained by the unit owner in compliance with Association specifications at the owner's expense.

d. Plumbing Fixtures. Water heaters and washing machines shall be replaced if there is significant malfunction. Water heaters shall be replaced if they are more than 10 years old, which age may be exceeded if the Owner provides a written opinion to the Association from a duly licensed person that the appliance is in good repair and need not be replaced until the updated life expectancy. Washing machine hoses will be metal and replaced when needed to reduce the risk of water damage to other Units unless the Owner provides a written opinion to the Association from a duly licensed person that rubber hoses need not be changed out to metal hoses. Toilet and all other plumbing fixtures will be kept in good repair. All drips and leaks will be repaired in a timely manner.

11.4 Alterations and improvements By the Owners and Occupants.

a. Rights of the Owners and Residents. It is the intention of the Association that the exterior appearance of the buildings be uniform in appearance. As such, no owner shall effect any change, alteration or improvement to the exterior of the unit or to the inside of the unit which can be viewed from the outside of the Unit except as otherwise permitted elsewhere in this declaration and only with the prior written approval of the Board of Directors (unless otherwise stated). Excluded from the foregoing restriction are window treatment and interior painting.

1. Provisos: The following shall apply without the need for Board approval:

- (a) The installation of any antenna or satellite dish which is protected by federal law. The guidelines for installations protected by federal law are set forth in Section 11.4.c.3 below. Satellite dish installations in locations not addressed in Section 11.4.c.3 shall be permitted only with the prior written approval of the Board of Directors.
- (b) Any Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than four and a half feet by six feet (4 1/2' x 6'), that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

- (c) An Owner shall be entitled to attach on the mantle or frame of the door of the Unit, a religious object not to exceed three inches wide (3"), six inches high (6"), and one and a half inches deep (1.5"), and the Board shall not be permitted to deny an Owner's request to install same. Door knockers no larger than six inches (6") by six inches (6") and non-illuminated seasonal decorations such as wreaths, bows, flags, etc. no larger than six inches (6") by eighteen inches (18") shall be permitted. No door decoration may protrude out beyond the front wall line and none of them may be made of reflective material or offensive in nature.

b. Removal of Interior Partition Wall; Other: If a permit from a governmental entity is required, the Owner shall provide a copy of same to the Association prior to the start of the work; however, it is understood that the Association is not liable for an Owner's non-compliance with the permit(s) or any building codes.

1. Interior Partition Wall. If any Owner desires to remove or modify any structural interior partition wall, he/she must first submit a set of architect or engineer drawings and specifications to the Board and obtain Board approval in writing before such removal.

2. Interiors. Board approval is required as to any alteration, improvement, or change on the interior of the Unit which cannot be viewed from the outside of the Units to the extent that same materially affects or interferes with the structural integrity of a load bearing wall, column, ceiling concrete or floor concrete, or interior wiring, plumbing, vent lines and emergency horns. Board approval is also required for the installation or replacement of hard flooring inside the Unit, which shall contain sound-deadening insulation per local code. Board approval is required for any change in the redesign or location of kitchen or bathroom cabinets, lights, plumbing and electrical fixtures. Board approval is not required for painting interior walls or for the simple replacement of cabinets or fixtures in their current locations.

3. Combination of Units. No Units may be combined to create one Unit with the exception of the combined Units B806 and Unit B807.

c. Architectural Standards. The following constitute some of the architectural standards for the Condominium, applicable to the Owners and Occupants, which require the prior written approval of the Board of Directors of the Association even though permitted below:

1. Tropical Storm and Hurricane Protection and Shutters. Hurricane and tropical storm protection on windows and doors are limited to roll down style of shutters, eggshell or light tan in color and limited to accordion style shutters, egg

shell or light tan in color with a solid appearance, on the balcony/patio to be installed on the edge of the patio/balcony inside any railing. Hurricane protection shall be attached per code. Every Unit shall have hurricane shutter protection on the balcony/patio per section 11.3.c as all owners currently have such protection.

2. Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Units (interior or exterior) such that they may be viewed from the common elements, Limited Common Elements or other Units. Exceptions: The following shall not violate this Section 11.4.C.6:

- (a) Official notices of the Association.
- (b) Signs on permitted vehicles under Sections 12.4.B.1, 2, 3 and 4 below.
- (c) One handicap sign not exceeding 6" on one side and 10" on the other side in one window of the Unit.
- (d) One Security company sign in one window of the Unit.
- (e) One sign in one window of the Unit indicating that an animal resides in the Unit.

3. Antennae and Satellite Dishes. The only antennae and satellite dishes permitted which need not receive prior written Board approval shall be those that are protected by federal law, as amended from time to time, which currently requires the installation to be entirely within the boundaries of the Unit or Limited Common Elements. No installation may be affixed to the floor or wall of a balcony but instead must be placed into a heavy pot on the balcony/patio, but moved inside the Unit when a hurricane or tropical storm approaches. In no event shall any restrictions imposed in this Section 11.4.C.4 impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time.

4. Windows. Window and window frames must be of a style and color as defined by Board Rules and Regulations as amended from time to time. No tin foil may be placed on any glass. Manufacturer film and tinting to block UV rays may be applied to windows and sliding glass doors.

5. Front Entry Doors Screens. Front entry door screens must be brown/bronze in color with brown frame.

6. Wall Hangings. No objects shall be hung on any exterior wall.

7. Lighting. Owners shall not replace light fixtures or bulbs on any exterior light fixture. Owners are prohibited from replacing any exterior light fixtures.

8. Balconies/Patios.

(a) The light fixture will be provided and installed by the Association at its expense. No other light fixture or fan may be installed by the owner. Freestanding lights and fans are permitted.

(b) Only furniture, electric grills and plants shall be permitted on the balcony/patio. Plant containers shall have a bottom water collection container to prohibit any water/dampness from collecting beneath the planter.

(c) The railing color shall be brown/bronze. Installation, maintenance and removal of railings on floors 2-8 is the sole responsibility of the Association, except that as to railings on the first floor which the Owner is hereby given the right to install, subject to written Board approval and any Board Rule and Regulation, as amended from time to time, if any, the installation, maintenance and removal of which is the sole responsibility of the Owner.

(d) Screen enclosures are prohibited.

(e) Wall hangings and area rugs are prohibited.

(f) No balcony/patio may be tiled or carpeted; if a patio is tiled as of the Effective Date of this Declaration the tile may remain but may not be replaced, including but not limited to when removal is needed by the Association to accommodate slab or other repairs or in the event of a casualty loss. All tile must be properly sealed and maintained. If not, the Owner will remove the tile at Owner's expense and resurface in compliance with Board Rules and Regulations as amended from time to time.

(g) Any Owner may, at his or her own expense, add a railing on the edge of the first-floor patio, brown/bronze color with the style as predominant in the Condominium on the Effective Date of this Declaration.

(h) Banners, bunting, kites, windsocks and wind chimes are prohibited.

(i) No nailing or screwing into the balcony/patio surfaces shall be permitted without advance approval of the Board.

(j) No metal furnishings shall be placed in direct contact with a balcony/patio surface.

9. Awnings. No awnings shall be permitted.

10. Air Conditioning Units. No wall or window air conditioning units shall be permitted.

11. Utilities. No utility lines and pipes may be altered in any manner whatsoever.

12. Landscaping. No Owner may plant or alter a landscaped common element without Board approval.

13. Solar Panels. No Owner may install a solar panel.

14. General. Nothing (including but not limited to garments, rugs, towels and the like) shall be hung from windows, balconies/patios or any of the building facades, or from any railing and stairwell.

11.5 Alterations and Improvements by the Association. Subject to the provisions of Sections 16 and 17 below, the following shall apply: The Association shall have the right to make or cause to be made alterations or improvements to the common elements or Association property, which are approved by the Board of Directors. However:

- a. If the alteration or improvement relates to any portion of the Condominium Property or Association Property, the cost of which is shared by all members of the Association and the cost of same shall exceed three percent (3%) of the full annual budget, including reserves, cumulatively in a budget year, then the alteration or improvement may not be made unless approved in writing by not less than seventy five percent (75%) of the voting interests of all members of the Association. The foregoing complies with the requirements of F.S. 718.113(2), as amended from time to time.
- b. Proviso. Notwithstanding the foregoing to the contrary, in the event any alteration or improvement is also necessary in the maintenance, repair, replacement or protection of the Properties or Owners or Occupants, and/or are improvements or upgrades due to changes in building codes and/or which result in more storm resistant and better wearing materials, then such alteration or improvement shall not require the ratification or approval of the Owners.

SECTION 12. USE RESTRICTIONS. The use of the Properties shall be in accordance with the following provisions as long as the Condominium exists:

12.1 Occupancy of Units; Guest Use; Subdivision.

- a. Each Unit shall be occupied by Owners or Tenants and their family members and Guests and invitees, as a residence and for no other purpose, subject to any other provisions in this Declaration and in the Rules and Regulations relating to use of the Unit. Dual use of amenities, an Owner (to include family members, guests and invitees) using the property amenities while the Unit is occupied by a Tenant, is prohibited.
- b. The maximum number of occupants, defined as anyone who stays overnight, is limited for each unit. There shall be a limit of two (2) occupants in a one (1) bedroom Unit, four (4) occupants in a two (2) bedroom Unit, and six (6) occupants in a three (3) bedroom Unit. Any very young child under such age as recognized by Fair Housing Laws as not to count shall be excluded from the computation. An additional 2 occupants are permitted per unit for a period not to exceed 14 days if the owner is present and has obtained prior approval from the Board of Directors.
- c. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased, licensed or otherwise transferred or made available for consideration.
- d. No Guest shall occupy a Unit in the absence of the Owner or tenant as host for more than thirty (30) days in a calendar year, however, this restriction shall not apply where the Guest is the Owner's mother, father, grandparent, child, grandchild, brother, sister and/or spouses of same. No Guest shall occupy a unit in the absence of a Tenant. The Board of Directors shall be empowered to adopt a form for use by the host and Guest, which may include a provision that the signatories must attest under the penalty of perjury to the relationship of the Guest and that no form of compensation is given for the occupancy. The host is deemed "absent" when the host does not stay overnight with the Guest. When the host is absent, a Guest/visitor must register with the Association office within the time frame allotted by Board Rules and Regulations as amended from time to time. When the host is not absent, any Guest/visitor visiting for more than the time frame allotted by Board Rules and Regulations as amended from time to time must so register. The total number of occupants (Owner and Guests) may not exceed the maximum occupancy as set forth above in 12.1 b.
- e. Notwithstanding the foregoing to the contrary, no Guest may use the recreational facilities at the Condominium unless that Guest is accompanied by the Owner or tenant as host.

12.2 Age Restriction. There is no minimum age restriction.

12.3 Pets, Animals and Assistance/Emotional Support Animals.

- a. One (1) pet shall be allowed to be kept in the unit, however, the pet shall not exceed thirty (30) pounds in weight when measured at maturity and the pet must be kept on a leash on the condominium grounds. The pet shall not create a nuisance. All pets and animals must be current in their inoculations.
- b. The Board is empowered to have the Owner or Tenant execute an agreement relating to each pet/animal on a form developed by the Association from time to time.
- c. When outside of the Unit, all pets and animals must be accompanied by an attendant who shall have such pet/animal firmly held by collar and leash. No pet or animal shall be permitted to run at large outside the Unit.
- d. The attendant of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal and dispose of all solid waste.
- e. The owner of the animal or pet shall remove his/her animal or pet from the Condominium when such animal or pet emits excessive noise for a prolonged duration such that the same may be heard outside of the Unit.
- f. The pet/animal Owner and the Owner of the Unit involved shall be strictly liable for damages caused by the pet/animal to the Condominium property
- g. There shall be no feeding of any animals or birds, whether a pet or not, anywhere on the Common Elements or Association property.
- h. No pet or animal which is vicious or dangerous is allowed on the property. Dangerous/vicious animal is defined as an animal which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the property, (b) has severely injured or killed a domestic animal at any time whether on or off the property, or (c) has, when unprovoked, chased or approached any person upon the roadways, driveways, dog parks, and/or sidewalks, or any other portion of the property in a menacing fashion or apparent attitude of attack; provided, however, that an animal shall not be considered a dangerous or vicious animal if the threat, injury or damage was sustained by a person who, at the time, was unlawfully on the property (or any portion thereof), or, while lawfully on the property (or any portion thereof), was taunting, tormenting, abusing or assaulting the animal or its Owner or a family member; provided further, that no animal may be a dangerous/vicious animal if the animal was protecting or defending a human being within the immediate vicinity from an unjustified attack or assault.
- i. No pet shall ever be left on a balcony/patio unattended.

j. An Owner or Tenant with a disability may request Reasonable Accommodation to include an Assistance/Emotional Support Animal. The Owner or Tenant will be required to file an application with Association and provide any necessary support documentation to which the Association is entitled. An Assistance Animal's weight will be considered outside of paragraph 12.3.a above. All requests will be considered under the Federal Fair Housing Act (FHA), the Florida Fair Housing Act and all other applicable laws and regulations. The Assistance Animal may not pose a direct threat to the health or safety of others. The assistance animal may not cause substantial physical damage to the property of others. The animal must be inoculated in accordance with state and local laws.

12.4 Vehicles and Parking. The following restrictions apply:

- a. Prohibited Vehicles or Items. This Subsection "a" lists prohibited vehicles and items, which are prohibited anywhere on the property unless it is stored completely within the boundaries of an owners garage and unless such vehicle or item is also listed in Subsection "b" below, in which case it shall then be permitted: Agricultural vehicles; dune buggies, swamp buggies, all terrain and off-road vehicles; semis, tractors or tractor trailers; buses; recreational vehicles; commercial trucks and vans; limousines; commercial vehicles as defined in item c.; vehicles which are an eyesore; motorcycle delivery wagons; truck campers and foldout campers; tents; mobile homes; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly, junkers, or which have flat or missing tires; boats and boat trailers; any other trailer; golf carts; motor cycles; motor bikes; motor scooter; jet skis; and other such motor vehicles.
- b. Exceptions to 12.4 a above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 12.4.
 1. In privately rented or self-moving situations a moving van or mobile storage container for the purpose of actively/expeditiously loading and unloading, and only during reasonable hours not to exceed two days.
 2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided, parking of which is limited to the area designated by the Board of Directors.
 3. Service and delivery vehicles, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.

4. Police and Emergency vehicles.

5. Certain trucks and vans, including sports utility and sports activity vehicles which are permitted. The following shall be permitted but only if able to park totally within the parking space: A 2-axle van or 2-axle sports utility or sports activity vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating, which fits wholly within the confines of a parking space. Pick-up trucks are allowed so long as they are not a commercial vehicle as defined below and do not exceed a one (1) ton carrying capacity. No pick-up truck shall contain dualies or over-sized tires.

- c. Definition. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

- d. The following additional regulations apply:

1. No repair (including changing of oil) of a vehicle shall be made on the Condominium grounds except for minor repairs necessary to permit removal of a vehicle. However, washing, waxing, replacing broken glass or the changing of tires of a vehicle are permitted.

2. A motor vehicle which cannot be registered or is not currently registered and licensed with the state and or county shall not be driven or operated on any of the Properties at any time for any reason.

3. All vehicles must appear in working order and operable; no vehicles on blocks, jacks or ramps, shall be permitted.

4. The vehicle speed limit shall be as posted from time to time.

5. No Limited Common Element garage parking space assigned to an Owner and Unit shall be used by any other Owner, Tenant or Guest without the permission of the Owner whose Unit is assigned to the Limited Common Element parking space.

6. Loud mufflers are prohibited.

7. All vehicles must fit within the parking stripes. If they do not, then parking is restricted to the area designated by the Board of Directors by Rules and Regulations as amended from time to time.

8. Parking in the fire lane is prohibited.

9. No vehicle may be parked on the grass, with the only exception being vehicles parking as such for Association maintenance, repair and replacement.

10. All Owner and Tenant vehicles must be registered with the Association Office.

11. All overnight vehicles must display an Association-provided parking decal in compliance with Board of Directors by Rules and Regulations as amended from time to time.

- e. **Alternative/Concurrent Remedies.** Whether or not the Association exercises its right to have the vehicle so towed or "booted", the Association shall nonetheless have the right to seek compliance with this Section 12.4 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents or Rules and Regulations. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.4.
- f. **Remedy of Towing; Booting.** If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a Prohibited Vehicle or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. The Association also has the option to "boot" the Prohibited Vehicle or improperly parked vehicle. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the Owner for himself/ herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.

12.5 Nuisances, Ordinances and Laws. As determined by the Board of Directors, no Owner, occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance. Furthermore, the Properties are not to be used in a disorderly or unlawful way, nor in a way which will produce an insurance risk for the Association or other Owners or occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. Excessive noise after 11:00pm and before 7:00am is prohibited by Cocoa Beach Ordinance Code as amended from time to time. No

ham radio or other device shall interfere with the use of an electrical device by other Owners or occupants. All electrical devices will meet FCC regulations.

12.6 Signs. Signage is as limited by Section 11.4.c.2 above.

12.7 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties including Units. Provisos: Notwithstanding the foregoing to the contrary:

a. Any business which qualifies as an authorized home occupation under the applicable zoning code in effect on the Effective Date of this Declaration and which is not prohibited elsewhere in this Declaration shall be permitted, except the following which are prohibited irrespective of the code:

1. A daycare or childcare facility or group home (all regardless of age) shall be prohibited irrespective of whether same is viewed as a home occupation or otherwise.

2. Client or patron traffic.

3. The activity conducted on the Common Elements or Limited Common Elements is prohibited.

b. The business of operating the Association shall not be considered as business activity under this Section 12.7.

12.8 Trash and Garbage. No trash shall be discarded on any part of the Condominium property except down trash chutes (such that the trash/garbage easily fits down the chute) or in the provided dumpsters. All garbage and trash must be securely tied in plastic bags. Aluminum, glass, paper and other recyclables shall be rinsed if appropriate and placed in receptacles made available by collection authorities or the Association. Trash and donations shall never be allowed to remain in any of the commonly used areas of the Condominium and shall be discarded by the trash dumpsters provided on the north and south ends of the property. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

12.9 No Solicitation. No business solicitation whatsoever is permitted in the Condominium, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Association. This shall not preclude an Owner from inviting a person or firm to enter the Condominium for the purpose of contracting business with the Owner.

12.10 Loitering. Loitering on the Properties shall be prohibited and shall constitute a nuisance.

12.11. Clotheslines. Clotheslines are prohibited on any Common Element or Limited Common Element. Freestanding drying racks are permitted only within the patio/balcony area.

12.12 Construction Debris. No construction debris shall be placed in the Association owned dumpsters, as same must be carted off-site. Board approval must be obtained prior to usage of a personal construction dumpster.

12.13 Barbecue Grills. Electric grills are permitted to be used and stored on balconies and patios. The use of charcoal grills is prohibited on the Condominium property. Gas grill tanks may be stored in the garage so long as it does not contain a gas container which is greater than 2.5 pounds of water capacity. Unit owners may kindle a gas grill only if done no closer than ten feet (10') from the Condominium building or five feet (5') from a garage. Grilling on the dune crossover is prohibited.

12.14 Walkways and the like. No Owner shall place in the walkways and other commonly used areas, any furniture, doormats, packages or objects of any kind.

12.15 Unit Modifications/Remodeling. No remodeling of a Unit shall be permitted without submission of plans to the Association. A certificate of liability and worker compensation insurances must be submitted to the Association as part of the approval process. A permit shall be obtained if required by the applicable governmental authority.

Any ceiling or floor modifications that requires drilling, nailing, or any other intrusive attachment, must have prior approval from the Board of Directors or its designee. The Board of Directors may adopt Rules from time to time to include the use of a form for approval, which must be completed, and approved before work may begin on a Unit. Failure to obtain Board approval for any Unit modification work prior to the commencement of work will result in work stoppage. To the extent possible work should be completed during normal business hours. Work is prohibited before 7am and after 11pm.

These hours and days must be adhered to by contractors as well as Owners, except in the case of an emergency repair (water leak, air conditioner failure, etc.) The Owner or tenant must provide a damage deposit for such work in the amount of \$250.00, until that amount is changed by the Board of Directors from time to time. The sum will be returned once the work is completed and there are no damages inflicted to other Units or to the Common Elements, and if there is such damage, the Association may deduct the cost of repair from the damage deposit, and if in excess of the deposit, the Owner (for the Owner or Tenant, as applicable) will pay the difference to the Association.

12.16 Roof Access. Roof access is permitted for maintenance and inspections only after the owner, or Vendor informs the Board or its designee beforehand.

12.17 Vacant Unit. The following shall apply to a vacant Unit:

- a. Short term/intermediate term (1-6 days): Main unit water shut-off valves must be closed (turned 90 degrees from the "on" position) to eliminate possible water damage. The water heater circuit breaker box must also be switched to the "off" position. The air conditioning thermostat must be set to 76 degrees or lower and the humidity level sixty percent (60%) or lower to prevent mold and mildew.
- b. Long term (7 or more days): In addition to "a." above, Owners must make certain that every item on the balcony is secured and storm shutters are closed.

12.18 Balconies. Balconies shall be kept free of personal items including but not limited to bicycles, pool floats, towels, rugs, except for balcony furniture and plants, and except as otherwise provided in Section 12.11 and Section 12.13 above.

12.19 Moving Procedures. A request must be made in advance to the Association for approval of elevator time and placement of elevator padding. The Owner or lessee must provide the Association with a check for the move in/move out fee prior to the move in such amount as set by the Board of Directors from time to time. The Association Board will supply protection for the elevator walls. After inspection by a Board member, the check will be returned if, in the opinion of the Board, there has been no damage caused by the move. The Board reserves the right to use all or part of the deposit to repair any damages incurred. If the repair of damage to any Common Element caused by the move exceeds the damage deposit, the remaining balance is the responsibility of the Owner. While this applies also to a lessee, tenant and guest, the Owner is ultimately responsible for any damage done by his/her lessee, tenant and guest.

12.20 Storage. No personal items shall be stored on any Common Element, including under stairwells.

12.21 Generators. No generators are permitted in any Unit or on the balcony.

12.22 Garages. Garage doors may not remain open except for ingress and egress. No Owner may prevent the use by another Owner sharing a garage. No freezers or refrigerators are permitted in the garage.

12.23 Drones. The use of drones (of every type and size) is prohibited without prior Board approval, with the Board empowered to adopt Rules and Regulations and a registration form for use.

12.24 Fireworks. Fireworks displays within the Condominium are prohibited at all times.

SECTION 13. LEASING OF UNITS.

13.1 General. An Owner may effect a Transfer but only for the entire Unit (as the term "Transfer" is defined in this Section 13), but only in accordance with this Declaration. Reference to "leases" and "tenants" in this Section 13 and elsewhere in this Declaration shall be deemed to include any occupancy for valuable consideration, including but not limited to licenses and licensees, rental agreements, reassignments or other grant of the right to temporarily occupy a unit. A lease shall exist if any form of consideration (whether for services, bartering, employment or otherwise) is paid or exchanged. Any lease, lease renewal, license, rental agreement, reassignment or other grant of the right to temporarily occupy a unit or change in occupancy under, during or along with a Lease or license of other occupancy for consideration, is referred to in this Section 13 as a "Transfer".

13.2 Procedures.

a. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least fifteen (15) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, the names of the intended occupants to occupy the Unit along with the lessee and such other information as the Board may reasonably require as to the proposed lessee(s) and any intended occupants. The Association shall be entitled to require the signatures of a form prepared from time to time by the Board of Directors for such notification. Association approval of a Transfer is neither intended nor required.

13.3 Contents in Lease Agreement. Every lease as of the date of recording of this amendment shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

a. The lessee and all occupants shall abide by all provisions of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time, which are deemed incorporated into the lease, the failure of which shall constitute a material default and breach of the lease.

b. The Association is entitled to an assignment of rent from the Tenant when the Owner is delinquent in the payment of any monetary obligation due and owing to the Association, as provided for in the Condominium Act as amended from time to time. Where the Tenant fails to make the required rent payment to the Association, or the landlord collects rent directly from the Tenant after the Association provided such notice to the Owner and Tenant, same shall be considered a material breach of the lease.

13.4 Lease and License Periods. The minimum period of any Unit shall not be less than thirty (30) consecutive days for those apartments where record title was last transferred, conveyed and/or

sold on or before December 31, 2012. The minimum rental period for a Unit shall not be less than sixty (60) consecutive days for any and all apartments where record title was transferred, conveyed and/or sold on or after January 1, 2013, and/or for those apartments of owners who agree in writing to be subject to the sixty (60) consecutive day minimum rental period. Hourly, daily and weekly leases, license and agreements are strictly prohibited. Such was added to the Declaration by amendment recorded in the year 2013. Subleasing and renting of rooms are prohibited.

13.5 Proviso. Notwithstanding the foregoing to the contrary, should the Association be the high bidder at a lien foreclosure or tax sale and obtains title to the Unit, the Association shall be permitted to lease the Unit without regard to any of the leasing restrictions contained in this Section 13; the purpose for this exception is a recognition that the Association will be attempting to recoup through rental proceeds the unpaid assessments, the interest and late fees, costs and attorney's fees due and owing with respect to the assessment collection matter.

SECTION 14. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner of a Unit agrees to observe.

14.1 Transfer of Ownership of Units.

a. Transfers Subject to this Section 14.1. No Owner may dispose of a Unit or any interest in the Unit by sale (including agreement for deed) without complying with this Section 14.

14.2 Right of First Refusal, Exceptions.

a. Membership Right of First Refusal: Except as provided in Subsection "j." below regarding unit transfers to family members, at least fifteen (15) calendar days prior to the prospective sale of any interest in any Unit, the Owner of said Unit shall notify the Board of Directors, in writing, of the name, address, business, occupation or employment of the prospective purchaser, accompanied by an executed copy of the bona fide prospective purchase agreement as hereinafter defined. Within four (4) calendar days of receipt of this notice from the Unit Owner, the Association shall conspicuously post information upon the Condominium property alerting members to the prospective sale, unless the Association will exercise its right of first refusal pursuant to Subsection "b." below in which case such posting is not required. Members shall have the first right over non-members to accept such sale at the bona fide price and on the terms contained in this notice, provided they so notify the Secretary of the Association in writing of acceptance, which must be received by the Association within ten (10) calendar days after the date of posting of the information by the Association to be valid,

which acceptance (if timely received) the Association shall promptly forward to the Owner. In the event that the original bona fide offer was made by a member of the Association, only the Owners of the horizontally contiguous Unit or Units shall have first right over the offering member, unless the original offering member is the Owner of a horizontally contiguous Unit, in which case there will be no first right offer. Horizontally contiguous Units shall be defined as the Unit or Units located in the same building, on the same floor as the transferring Unit, which are adjacent to and share a common interior wall with the transferring Unit. The owner of a Unit under a contract for sale shall permit an inspection of that Unit by any Association member for the purpose of determining if the Association member wishes to exercise the right of first refusal. The inspection shall take place at any reasonable and mutually agreed upon time during the ten (10) day period of acceptance. In the event the member giving notice receives acceptance from more than one (1) member, preference shall first be given to the members owning a Unit horizontally contiguous to the Unit being transferred, but if all other conditions are equal, a witnessed lottery shall be promptly held by the Board of Directors at the end of the first right period to choose from among competing members of equal status, such as two horizontally contiguous members, or two or more members who are not horizontally contiguous. Nothing hereinabove shall be construed as precluding a group of members from purchasing a Unit. However, if the acceptance is by a group of potential purchasers, all such purchasers must be Association members in order to obtain the right of first refusal set forth in this Subsection "a."

b. Association Right of First Refusal: With the exception of transfers of ownership of any Unit among and between co-owners of the Units, with the exception as provided in Subsection "j." below regarding transfers to family members, the Association shall have and is given hereby and granted the right of first refusal to purchase such Unit, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such Owner may have received for the sale of his/her Unit. A bona fide offer is defined herein as an offer in writing binding upon the offeror and containing all of the pertinent terms and conditions of such sale accompanied by an earnest money deposit in an amount equal to at least three percent (3%) of the purchase price. The Association's right of first refusal includes the right of the Association to designate another person or entity to take title to the Unit (or to cause the same to be purchased or leased by its designee), the Association shall notify the Unit Owner desiring to sell of the exercise of its option, such notice to be in writing and posted by registered or certified mail to such Owner within fourteen (14) calendar days from the Association's receipt of the Owner's notice. Said notice by the Association to the Owner, in order to be effective, must be accompanied by a binding written offer on the part of the Association, containing the same terms and conditions as the original offer to the Owner. The Unit shall then be purchased by the Association or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any Owner has notified the Board of Directors of the Association of his desire to sell as hereinabove provided, such Owner shall be free to consummate such sale of his/her Unit, pursuant to the provisions of Subsection "a." above, unless the Association, within

fourteen (14) calendar days from receipt of the Owner's required notice, has notified such Owner of its exercise of its right of first refusal. If the right of first refusal under either Subsections "a." or "b." above is not exercised, the Owner shall not sell his/her Unit to anyone other than the party designated to the Board of Directors in the Owner's original notice required hereunder, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the Association, without again giving the Association the right of first refusal as provided for herein upon such new terms.

c. An affidavit of the Secretary of the Association stating that the sale of the Unit to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded shall terminate.

d. Notwithstanding the provisions of this Section "14.", the Board of Directors may affirmatively approve and give its consent to such proposed sale and may do so without the approval of the members of the Association, provided that a majority of the entire membership of the Board of Directors concur and evidence such concurrence in writing, delivered to the Unit Owner desiring to sell his/her Unit.

e. Any purported sale of a Unit where the Owner has failed to comply with the foregoing provisions of this Section "14.", shall be voidable at the election of the Board of Directors provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale transaction, such consummation shall be evidenced by occupancy of the Unit or by the recordation of a deed of conveyance thereto; and provided, further, that the Association commence an action within such ninety (90) day period to have the same declared void.

f. Any Institutional First Mortgagee making a mortgage loan for the purpose of financing the purchase of a Unit in the Condominium, shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this Section "14.", and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

g. Any purchaser of a Unit in the Condominium, whose prospective seller has been in title for at least ninety (90) days preceding such purchase, shall not be required to make inquiry into whether or not such seller's grantor complied with the provisions of this Section "14." in selling such Unit. After ninety (90) days following the consummation of any transaction involving the sale of a Unit in the Condominium, which sale may be evidenced by the recordation of a deed conveying the title to such Unit, no action whatsoever may be brought by the Association to void such transaction by reason of noncompliance with this Section "14.".

h. The right of first refusal granted to the Association shall not apply or be operative to any foreclosure or other judicial sale of a Unit, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the Association's right of first refusal relative to the sale of a Unit.

i. All the terms and provisions of this Section "14." relative to the Association's right of first refusal, shall at all times be wholly inapplicable and inoperative as to any Institutional First Mortgagee which has acquired title to a Unit by reason of foreclosure of its mortgage or deed in lieu thereof, and such Institutional First Mortgagee shall have the unequivocal right and power to sell, transfer, or otherwise dispose of such Units as it may deem in its best interests, without first offering the same to the Board of Directors and without any restrictions whatsoever.

j. The provisions of this Section "14." shall not apply to transfers by an Owner to any member of his/her immediate family which shall be defined as follows: spouse, or children or siblings or parents of either the Owner or the Owner's current spouse, so long as the Unit will be transferred to such family members solely.

SECTION 15. INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions. Flood insurance is governed solely by Section 17 below and not by this Section 15, and by the Condominium Act as amended from time to time:

15.1 Coverage. The Association shall maintain insurance covering the following for the Condominium:

a. Casualty.

1. All portions of the Condominium property as originally installed or replacement of like kind and quality, in accordance with the original plan specifications.

2. All alterations or additions made to the building pursuant to F.S. 718.113(2). Notwithstanding this sub-section "a.2" to the contrary, should the Condominium Act as currently written be interpreted by the insurance industry for condominium master policies to not require insurance coverage for material alterations by Owners, or if the Condominium Statute is amended in the future to not require such insurance coverage, then such coverage shall not lie.

3. In accordance with F.S. 718.111(11)(f)(3), the insuring responsibility of the Association shall exclude all personal property within the Unit and wall, floor, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing that are located within the boundaries of a

Unit and serve only one Unit. These exclusions shall change without the need for an amendment to this Declaration if F.S. 718.111(11)(f)(3) changes the exclusions.

4. The foregoing properties referenced in subsections a.1 and a.2 above are collectively referred to as the "Insured Property." The foregoing shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording the coverage and if not so determined, by the Board of Directors of the Association. These policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association subject to F.S. 718.111(11)(c), as amended from time to time. This coverage shall afford protection against:

(a) Loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement.

(b) Any other risks as from time to time customarily covered with respect to buildings similar in construction, location, and use of the buildings, including but not limited to vandalism and malicious mischief.

b. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about, or in connection with, the Insured Property, or adjoining driveways and walkways, or any work, matters, or things related to the Insured Property, with coverage as shall be required by the Board of Directors of the Association, with a cross-liability endorsement to cover liabilities of the owners as a group to any owner, and vice versa, if reasonably available.

c. Workers' Compensation and other mandatory insurance, when applicable.

d. Fidelity Insurance, as required by the Condominium Act, covering all persons who control or disburse Association funds, the insurance to be in an amount that is the greater of that required by the Condominium Act or determined by the Board.

e. Association Property. Appropriate additional policy provisions, policies, or endorsements extending the applicable portions of the coverage described above to all Association property, when coverage is available.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) pay only a fraction of any loss in the event of coinsurance, or if other insurance carriers have issued coverage on the same risk, and (ii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, a committee of the Board of Directors or

members of any committee, one or more owners, or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual owners that are not under the control of the association, and that the policy shall be primary, even if an owner has other insurance that covers the same loss.

15.2 Additional Provisions. All policies of insurance shall provide that the policies may not be canceled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units.

15.3 Premiums. Premiums on insurance policies purchased by the association shall be paid by the Association as a common expense, except that the costs of fidelity bonding for any management company employee may be paid by the company under its contract with the association. Premiums may be financed in a manner as the board of directors deems appropriate. Deductibles shall be permitted.

15.4 Insurance Trustee. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Owners, and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses for the Insured Property shall be paid to an insurance trustee ("insurance trustee"), which may be designated by the board of directors and that, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in Florida. The insurance trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive the proceeds as are paid and to hold the same in trust for the purposes elsewhere stated here. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the owner and mortgagee under the provisions of this declaration. Fees and expenses of the insurance trustee are common expenses.

a. **Board Acting as Insurance Trustee.** The Board of Directors of the Association shall have the option, in its discretion, of appointing an insurance trustee hereunder. If the Association fails or elects not to appoint an insurance trustee, the Association will perform directly all obligations imposed on the Insurance Trustee by this Declaration.

15.5 Association as Agent. The Association is irrevocably appointed as agent and attorney-in-fact for each owner and for each owner of a mortgage or other lien on a unit, and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the association and to execute and deliver releases on the payment of claims.

15.6 Benefit of Mortgagees. Certain provisions in this Section 15 titled "Insurance" are for the benefit of mortgagees of units and may be enforced by the mortgagees.

SECTION 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY DAMAGE. The following shall not apply to reconstruction or repair after flood damage for the Condominium:

16.1 Determination to Reconstruct or Repair.

a. Subject to the provisions of Section 16.1.b and 16.1.c below, in the event of damage to or destruction of the Insured Property as a result of a casualty, the Association shall promptly repair and reconstruct same, subject to the obligations, limitations and unit owner obligations as set forth in F.S. 718.111(11)(j) and F.S. 718.111(11)(n), as amended from time to time.

b. If the total estimated cost of repairs necessary either to restore the improvements to their former condition, or to bring them into compliance with applicable laws or regulations, exceeds the combined fair market value of all Units in the Condominium after completion of the repairs, or it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land-use laws or regulations, on the approval of the interests of the members necessary to amend the Declaration, the repair or restoration shall not occur and instead the Condominium shall be terminated.

c. If the damage or destruction is ten percent (10%) or more of the amount of coverage under the Association's property insurance policy, but the situation described in 16.1.b above does not occur, then the Owners have the option to terminate the Condominium as provided for in Section 19 below.

16.2 Plans and Specifications. Any reconstruction or repair by the Association must be made substantially in accordance with the plans and specifications for the original improvements and applicable building and other codes; or if these plans and specifications are not available, in accordance with the plans and specifications approved by the Board of Directors of the Association and applicable building and other codes. Notwithstanding the foregoing to the contrary, the Board of Directors shall be permitted to approve of alterations or additions to common elements or Association property (including but not limited to roofs, windows, doors, paving, common elements and Association property, wall and floor coverings, and other external surfaces) damaged by the casualty, without a membership vote and without same being deemed to be a material alteration or substantial addition to the Common Elements or Association property, based on the following reasons: requirements due to changes in codes, and/or the use of more practical and/or better wearing materials and components including those which are more storm-resistant and/or prevent or minimize water intrusion into the units or buildings constituting association property. As to any alterations or additions not encompassed in the foregoing, not only is a Board vote required, at least seventy five percent (75%) of all voting interests in the Association must also approve. The seventy five percent

(75%) vote applies notwithstanding any different vote imposed elsewhere in this Declaration for material alterations or substantial additions to the common elements and Association property.

16.3 Distribution of Proceeds. Proceeds of insurance policies for Insured Property received by the Insurance Trustee shall be distributed to, or for the benefit of, the beneficial owners thereof in the following manner:

- a. Expenses of the Trust. All expenses if any of the Insurance Trustee shall be first paid or provision shall be made therefor.
- b. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to contractors, subcontractors, and suppliers engaged by the association in repair and restoration in appropriate progress payments.
- c. To the extent that the Association receives proceeds from the insurance policy relating to damaged building components for when the Owner is responsible to reconstruct and repair, the Association shall be permitted to refrain from distributing insurance proceeds where the Owner does not perform such repair or reconstruction as allocated by the insurer. The Association has no liability for insurance proceeds resulting in less than the amount required for repair or reconstruction by Owner.
- d. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial Owners, and the Owner's share shall be distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners, in the following order: first, for Insured Property located within the Unit boundaries, to each Owner of affected units in proportion to the damage suffered by each affected Owner, and last, for Insured Property not located within the Unit boundaries, to all Owners in their undivided shares of ownership in the common elements.
- e. Certificate. In making distributions to owners and their mortgagees, the Insurance Trustee (if appointed) may rely on the Association Certificate as to the names of the owners and their mortgagees and their respective shares of the distribution.
- f. Surplus. It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund comprising insurance proceeds and any special assessments after payment of all costs relating to the reconstruction and repair for which the fund is established, the balance shall be handled as follows: Any excess resulting from a special

assessment shall be handled as permitted by F.S. 718.116(10). Any excess resulting from excess insurance proceeds shall be placed into a restricted reserve account for the payment of future insurance premiums and/or for future casualty reconstruction, repair, and debris removal.

g. Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Owners on assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made on the order of the Association alone, or on the additional approval of an architect, engineer, or otherwise, if any, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners, nor to determine the payees, nor the amounts to be paid. The Insurance Trustee (if appointed) may rely on an Association Certificate as to any or all of these matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16.4 Assessments; Financing. If the proceeds of the insurance are insufficient, or it is determined by the Board that proceeds will not be sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or on completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair by the association are insufficient, regardless of the extent of the damage, annual and/or special assessments may be made against the owners in sufficient amounts to provide funds for the payment of costs, including, but not limited to, deductibles, if any, and/or the association may obtain financing to pay for same. This financing may be put into place even in advance of a casualty. These assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the common elements.

16.5 Benefit of Mortgagees. Certain provisions in this Section 16 are for the benefit of mortgagees of units and may be enforced by any of them.

16.6 Opt Out. Pursuant to F.S. 718.111(11)(k), the Association hereby opts out of allocating expenses to all Owners, and instead elects to allocate expenses only to those Owners whose air conditioning and heating ventilation system (the "System") sustained casualty damage, for which the Owner is responsible to reimburse the Association since the Owner has the responsibility for the maintenance, repair and replacement of same. The System is defined to be as detailed in Section 8.2 above to be a Limited Common Element of the Unit and as such maintained by the Owner.

SECTION 17. FLOOD INSURANCE. The following covers flood insurance, which subject is not covered by Sections 15 and 16 of the Declaration, except for those portions referred to in Section 17.5.a below.

17.1 Obligation to Purchase. The Association may but shall not be obligated to purchase flood insurance upon the Condominium property. If so purchased, the flood insurance shall be in such coverages as stated in Section 17.2 below. The Association may but shall not be obligated to purchase excess flood insurance, which is a Board decision to be exercised in its sole discretion from time to time. Those portions of the Condominium property which are actually insured for flood insurance is hereinafter referred to as the "Flood Insured Property". The named insured will be the Association individually and as agent for the Owners, without naming them. The Association shall not so insure Owners' Personal Property.

17.2 Coverage. The Flood Insured Property shall be as dictated by the Federal Flood Insurance Program, from time to time, and if a flood insurance policy is available other than through such Program, then such Improvements as determined to be insured by the Board of Directors from time to time. Any excess flood insurance policy shall cover such portions of the Flood Insured Property as determined by the Board of Directors in its sole discretion from time to time.

17.3 Premiums. Premiums upon flood insurance policies purchased by Association shall be paid by the Association as part of the common expenses. Premiums may be financed in any manner as the Board of Directors deems appropriate. Deductibles are permitted.

17.4 Association as Agent. The Association, by and through its Board of Directors, is irrevocably appointed as agent and attorney-in-fact for each Owner and each mortgagee, to adjust all claims arising under flood insurance policy/policies purchased by the Association and to execute and deliver releases on the payment of claims.

17.5 Reconstruction or Repair of Flood Damage After a Flood Casualty.

a. **Determination to Reconstruct or Repair.** The decision whether to repair and reconstruct flood damage after a flood casualty event shall be the same as applicable to reconstruction or repair after casualty relating to non-flood damage under Section 16.1.a, Section 16.1.b and Section 16.1.c of the Declaration of Condominium, which sections are incorporated herein by reference.

b. **Plans and Specifications.**

1. **Association's reconstruction/repair.** Any reconstruction or repair by the Association must be made substantially in accordance with the plans and specifications for the original improvements and applicable building and other codes; or if these plans and specifications are not available, in accordance with the plans and specifications approved by the Board of Directors of the Association and applicable building and other codes. Notwithstanding the foregoing to the contrary, the Board of Directors shall be permitted to approve of alterations or additions to common elements or Association property damaged by the flood casualty, without a membership vote and without same being deemed to be a material alteration or substantial addition to the common

elements or Association property, based on the following reasons: requirements due to changes in codes, and/or the use of more practical and/or better wearing materials and components including those which are more storm-resistant and/or prevent or minimize water intrusion into the units or buildings constituting Association property. As to any alterations or additions not encompassed in the foregoing, at least seventy five percent (75%) of all voting interests in the Association must also approve. The seventy five percent (75%) vote applies notwithstanding any different vote imposed under Section 11.5 above for material alterations or substantial additions to the common elements and Association property.

2. Owners Reconstruction/Repair. Any reconstruction and repair by the Owner must be made substantially in accordance with the plans and specifications for the original improvements and applicable building and other codes; or if these plans and specifications are not available, in accordance with the plans and specifications approved by the Board of Directors of the Association and applicable building and other codes.

c. Responsibility. The responsibility for effecting flood-damage casualty repair and reconstruction and any ultimate financial obligations for same are as follows:

1. The Association. The Association shall be responsible as a common expense of the Association for the reconstruction and repair of only the following portions of the Flood Insured Property: any and all common elements and the Limited Common Elements, and any portions of the Unit for which the Association has general maintenance responsibility under Sections 11.1.a and 11.1.b above. The Association shall also be responsible to reconstruct and repair flood damage for the foregoing items even if not part of the Flood Insured Property, only if the Association has a maintenance obligation under Sections 11.1.a and 11.1.b above.

2. The Owner. The Owner shall be responsible at the Owner's expense to effect the repair and reconstruction of Owners' Personal Property as described in Section 4.6 above, as well as those portions of the Unit for which the Owner is responsible under Section 11.2.a above. Furthermore, (a) if the property losses were known or should have been known to an Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed, and/or (b) if the loss is caused by the intentional conduct, negligence or failure of the Owner to comply with the Declaration, whether or not the foregoing exists because of the Owner, members of his or her family, occupants, tenants, guests and invitees, then the Owner shall bear the responsibility to repair and reconstruct.

d. Distribution of Proceeds. Proceeds of flood insurance policies for Flood Insured Property shall be distributed to, or for the benefit of, the Owners, as follows:

1. Association expenses, if any, of the Insurance Trustee.
2. The cost of reconstruction or repair as provided for in Sub-Section "c.1" above shall be the first sums shall be distributed, to contractors, subcontractors, and suppliers engaged by the Association in repair and reconstruction in appropriate progress payments.
3. Any insurance proceeds allocated by and received from the flood insurance policy or policies which relate to that provided for in Sub-Section "c.2" above shall be distributed to the Owner whose Unit received flood damage, provided that the Owner performs the repairs or reconstruction as allocated by the flood insurance insurer. The Association shall be permitted to refrain from distributing insurance proceeds where the Owner does not perform such repair or reconstruction as allocated by the insurer. The Association has no liability for insurance proceeds resulting in less than the amount required for repair or reconstruction by Owner.

e. Sharing of Deductible. The applicable deductible shall be shared by all Owners within the Condominium, notwithstanding the fact that there may be insurance proceeds payable to individual Owners.

f. Failure to Reconstruct or Repair. If it is determined in a manner elsewhere provided that the flood damaged property for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be paid to the Owners in the following order: First, for those items referred to in Sub-Section "c.2" above in proportion to the damage suffered by each affected Owner, and last, for all other portions of the Flood Insured Property to all Owners in their undivided shares of ownership in the common elements. Notwithstanding the foregoing to the contrary, any payment to an Owner as stated in this Sub-Section "f.", shall be reduced by the amount of any outstanding first mortgage in favor of an institutional mortgagee, which amount shall be paid to the first mortgagee. In this regard, the Owner shall supply the Association with a payoff letter from such mortgagee upon written request of the Association.

g. Surplus. It shall be presumed that the first money disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund comprising insurance proceeds and any special assessments after payment of all costs relating to the reconstruction and repair for which the fund is established, the balance shall be handled as follows: Any excess resulting from a special assessment shall be handled as permitted by F.S. 718.116(10). Any excess resulting from excess insurance proceeds shall be placed into a restricted reserve account for the

payment of future insurance premiums and/or for future flood casualty reconstruction, repair, and debris removal.

h. Assessments; Financing. The following applies with respect to those items referred in Sub-Section "c.1" above: If the proceeds of the flood insurance are insufficient, or it is determined by the Board that proceeds will not be sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or on completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair by the Association are insufficient, regardless of the extent of the damage, then annual and/or special assessments may be made against the owners in sufficient amounts to provide funds for the payment of costs, including, but not limited to, deductibles, if any. In addition to or in lieu thereof, the Association may obtain financing to pay for same. This financing may be put into place even in advance of the flood casualty. These assessments on account of damage to the Flood Insured Property shall be in proportion to all of the Owners' respective shares in the common elements.

SECTION 18. CONDEMNATION OR EMINENT DOMAIN.

18.1 Deposit of Awards with Association. The taking of all or any part of the Properties by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner; the Charge shall be collected as provided for in this Declaration.

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty, except that any condemnation of any portion of a Unit must be approved by all Owners of the Unit.

18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

18.4 Association as Agent. The Association is hereby irrevocably appointed as each Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

18.5 Taking of Common Elements and Association Property. Awards for the taking of Common Elements and Association property shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

18.6 Institutional Mortgagees. Notwithstanding any provision contained in the Declaration to the contrary, the Association, Owners or any other party, shall not have priority over the rights of any Institutional Mortgagee of the Unit, pursuant to its mortgage, in the case of a distribution to the Owner of such Unit of condemnation award(s) for losses to or taking of a Unit and/or common element; therefore, a Mortgagee whose mortgage so provides, shall, in the event of a loss to or taking of a Unit and/or common element, have the right to require the application of the condemnation award(s) to the payment of its mortgage.

18.7 Priority-Conflict. In the event of any conflict between Sections 15, 16 and/or 17 and this Section 18, the provisions of this Section 18 shall control and govern.

SECTION 19. TERMINATION OF CONDOMINIUM. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act.

19.1 Destruction. In the event it is determined under Section 16 and Section 17 above that the improvements shall not be reconstructed, the condominium plan of ownership will be thereby terminated without agreement. Mortgage holder approval is required only if the plan of termination will result in less than full satisfaction of the mortgage lien affecting the Unit, in which case such approval is required.

19.2 Optional Termination. Other than in connection with a termination under Section 19.1 above, the Condominium may be terminated pursuant to a plan of termination approved upon the vote or written consent from at least eighty percent (80%) of the voting interests of all Owners of the Association but only if not more than five percent (5%) of the total voting interests of all Owners in the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. The written consent of all Owners of a Unit must be obtained to bind the Unit if a written consent is utilized. Mortgage holder approval is required only if the plan of termination will result in less than full satisfaction of the mortgage lien affecting the Unit. If so terminated, the (former) Condominium property shall be subject to an action for partition instituted by the Association, any Owner, mortgagee or lienor as if the Condominium property was owned in common.

19.3 Calculation of Owners' Termination Shares. The value of the Units for calculating the Owners' termination shares shall be based on the approved value of each Unit at the time that termination is sought, including the value of any Limited Common Element storage space appurtenant to a Unit. Two (2) Member, Appraisal Institute (MAI) approvals shall be obtained for each Unit and the arithmetic average of the two (2) MAI approvals shall determine the value attributed to each Unit, including Limited Common Element garage space, if any. The Association shall bear the cost of the approvals as a termination cost. Any mortgages or other liens on a Unit shall attach to and remain as encumbrances against the Unit only, and shall not be paid other than from the Unit's allocated termination share, and if same is not sufficient to pay all of such encumbrances, then the Owner(s) of Unit shall be obligated to pay the difference.

19.4 Association Powers. The approval of the plan of termination does not terminate the Association, who shall continue in existence following approval of the plan of termination with all powers and duties it had before the approval of the plan. The Board shall have those powers set forth in F.S. 718.117(6), as amended from time to time.

19.5 Incorporation. The provisions of F.S. 718.117(7) through (20) as amended from time to time shall also apply to the termination of this Condominium.

SECTION 20. COMPLIANCE AND DEFAULT; REMEDIES.

20.1 Duty to Comply; Right to Sue.

a. Each Owner, each Tenant and other invitee, and the Association, shall be governed by and shall comply with the provisions of the Condominium and Corporate Act, the Condominium Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may but shall not be required to be brought by the Association, by an Owner or by a tenant or other invitee occupying a Unit against:

1. The Association;
2. An Owner;
3. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
4. Any tenant leasing a Unit, and any Guest or other invitee occupying a Unit.

b. Any Owner prevailing in an action between the Association and the Owner and if entitled to recover attorneys' fees, may recover additional amounts determined by a court to be necessary to reimburse him for his share of assessments levied by the Association to fund its expenses of the litigation.

c. The Association shall also have any other remedies provided for in the Condominium Documents and law.

d. The mandatory non-binding arbitration procedures of F.S. 718.1255, as amended from time to time, and the applicable Administrative Rules, shall be followed and shall apply so long as they exist and apply.

20.2 Association Notice to Correct. Should any Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Section 11 above; or shall fail to make and pay for maintenance, repair or replacement as provided for in Section 11 above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness and/or tending to adversely affect the value or enjoyment of neighboring Owners and residents; or should any Owner violate Sections 11.2, 11.3 or 11.4 above; or should the neglect or the willful misconduct of Owner(s) cause damage which then requires maintenance, repair or replacement by the Association; then the following shall apply:

a. The Board may (but shall not be required to) provide notice of such condition(s) to the proper Owner(s), demanding that the condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the Owner does not rectify the condition at the end of this period, then the Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned (solely or proportionately as the Board shall determine) and collectible as Charges are collected under this Declaration.

b. Provisos. Notwithstanding any provision to the contrary in this Section 20.2, the following shall apply:

1. The thirty (30) day notice period may be shortened or eliminated if the Board determines that an emergency exists to effect correction.

2. The thirty (30) day notice shall not apply to Section 20.3 below.

20.3 Negligence; Damage Caused by Condition in Unit. Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of Common Elements, Limited Common Elements and Association property made necessary by his/hers act, inaction or negligence, or by that of any member of his/her family or his/her Guests, invitees, employees, agents, or lessees. If any condition, defect or malfunction existing in a Unit or other portions of the Properties for which the Owner has maintenance, repair or replacement responsibility under this Declaration, whether caused by the Owner's negligence or otherwise, shall cause damage to the Properties, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas, including all real and personal property, for all costs of repair or replacement not paid by insurance. If the Association effects

correction, the cost shall be levied as a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

20.4 Association's Access onto the Properties. The Association, by and through the Board of Directors, Officers, or the Agents or Employees of the Association, has an irrevocable right of access onto the Properties including the Units:

- a. For the purposes of protection, maintenance, repair and replacement of those Properties for which the Association is obligated to protect, maintain, repair or replacement.
- b. For the purposes of preventing damage to the Common Elements/Limited Common Elements or to a Unit or Units.
- c. In the event that an unsanitary or other condition exists which threatens the health or safety of other residents or any condition exists which will cause disrepair or damage to the Properties.

Each Owner and Tenant shall supply a key or keys to the Unit and garages and any alarm codes to facilitate the Association's access into the Units. An Owner or Tenant is responsible for the cost of the Association having to access the Unit, including any damages, if the Association is not provided with key(s) and alarm codes.

This Section 20.4 is in addition to that access referred to in Sections 20.2 and 20.3 above.

20.5 Owners Responsible. Owners are strictly responsible to ensure that their family members, Guests, Agents, Lessees, etc. or any occupants of their Units comply with the Condominium Documents and Rules and Regulations; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for violations of same by their family members, Guests, Agents, Lessees, etc. or any occupants of their Units.

20.6 Waiver of Rights. The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

20.7 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, Guests, Agents, Lessees, etc. or any Occupants of the Unit), or the Association to comply with the Condominium Documents, or the Rules and Regulations, as amended from time to time, or Law, the prevailing party shall be entitled to recover the costs of the proceedings and attorneys' fees, including those incurred in appellate, bankruptcy and administrative proceedings.

20.8 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Condominium Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, Rules and Regulations, or at law or in equity.

SECTION 21. RIGHTS OF MORTGAGEES. The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Condominium Documents:

21.1 Association Lien Foreclosure. Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Section 10.8.a above.

21.2 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have the right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

21.3 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and Rules and Regulations of the Association, and the official records of the Association which by the Condominium Act, are inspectable by the Owners. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

21.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

21.5 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- a. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which the mortgagee holds a mortgage.
- b. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

- c. Any condemnation or casualty loss that affects a material portion of the Condominium or any Unit.
- d. Any proposed action that requires the consent of a specified percentage of mortgage holders.
- e. Any proposed termination of the Condominium regime.
- f. Any proposed amendments to any of the Condominium Documents which effect a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (ii) the interests in the general or Limited Common Elements appurtenant to any Unit or the liability for the sharing of common expenses; (iii) the number of allocated voting interests; or (iv) the purposes to which any Unit or the common elements are restricted.
- g. At least one (1) copy of the annual financial report.
- h. Any proposed action that would require consent of Institutional Mortgagees.

SECTION 22. AMENDMENT OF DECLARATION.

22.1 Proposal. Amendments to this Declaration may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least a majority of the voting interests of the members of the Association. Only one co-Owner of a Unit need sign the petition for that Unit.

22.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certification that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Declaration shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining 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."

22.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision of this Declaration, this Declaration may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving; and at least two thirds (2/3) of the voting interests of all members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 22.1 above, then the concurrence of the Board of Directors shall not be required.

22.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The Certificate of Amendment shall on the first page state the book and page of the public records where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

22.5 Provisos. Notwithstanding any provision contained in the Condominium Documents to the contrary:

- a. No amendment to this Declaration of Condominium shall be made which shall impair or prejudice the rights and priorities of any Institutional Mortgagee, without the written approval of all Institutional Mortgagees of record.
- b. No amendment shall change any Unit, nor a Unit's proportionate share of ownership of the common expenses or common surplus, nor voting rights appurtenant to any Unit, unless all of the record Owners of the Unit and all record Owners of mortgages or other voluntarily placed liens in the Condominium shall join in the execution of the amendment.

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

23.2 Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- a. The Condominium Act which applies.
- b. Other Florida Statutes which apply.
- c. This Declaration.

d. The Articles of Incorporation.

e. The By-Laws.

f. The Rules and Regulations and Policies and Procedures promulgated by the Board of Directors.

23.3 Interpretation; Construction. The Board of Directors is responsible for interpreting the provisions of this Declaration and its Exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

23.4 Invalidity. In the event any Court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporators of the Association.

SECTION 24. EFFECTIVE DATES. The Effective Date of the provisions of this Amended and Restated Declaration of Condominium with Exhibits, including Articles of Incorporation and By Laws, shall be the date on which this Declaration with Exhibits, including Articles of Incorporation and By-Laws, is recorded in the Public Records of the County. Any restriction from the Original Declaration or any amendment(s) to the Original Declaration which are contained in this Amended and Restated Declaration shall have as an Effective Date of the recording of the Original Declaration or amendment(s), as applicable. Finally, an easement created by any Original Declaration which is stated in this Declaration shall have as an Effective Date, the date of recording of the Original Declaration.

CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

THE UNDERSIGNED, being the duly elected and President of Royale Towers Condominium Association, Inc. hereby certifies that the foregoing was approved by not less than a majority of the entire membership of the Board of Directors, obtained at a meeting held on Dec. 10, 2020 with quorum present; and was approved via written consent in lieu of a meeting from at least two-thirds (2/3) of the voting interests of those Owners casting written consents.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its President on the 11 day of December, 2020

WITNESSES:

ROYALE TOWERS CONDOMINIUM
ASSOCIATION, INC.

Print Jay S Hoffman
Sign JSH

By: Sign [Signature]
PRESIDENT

Print Theodore J Rebstock
Sign Theodore J Rebstock

Print Candido Veiga
Current Address: Royale Towers
Condominium Association, Inc., 1830 N
Atlantic Ave, C808, Cocoa Beach, FL 32931

STATE OF FLORIDA)
) §:
COUNTY OF BREVARD)

SWORN TO AND SUBSCRIBED BEFORE ME by means of ☒ physical presence or ☐ on-line notarization, this 11th day of December, 2020, by Candido Veiga, who is personally known to me or who has produced FL DL Exp 3/30/27 (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed the Amended and Restated Declaration of Condominium of Royale Towers, A Condominium, as his/her free act and deed as such duly authorized officer; and that the execution of the Amended and Restated Declaration of Condominium of Royale Towers, A Condominium is the act and deed of the corporation.

WITNESS my official seal in the County of Brevard, State of Florida, the date and year stated above.

NOTARY PUBLIC: [Signature]
Sign: _____

(SEAL)

My commission expires: 9/24/23

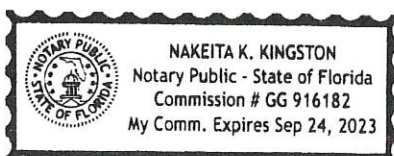


EXHIBIT "A-1"

LEGAL DESCRIPTION AND SURVEY AND PLOT PLANS

The legal description and plot plans and legal description and Surveyor's Certificate are found in the following locations in the Public Records of Brevard County, Florida, and are incorporated herein by reference as if reproduced herein.

1. Official Record Book 2258, Pages 2268 through 2292.
2. Official Record Book 2269, Pages 0175 through 0195.
3. Official Record Book 2279, Pages 1298 through 1315.

EXHIBIT "A-2"

APARTMENT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

<u>Garage#</u>	<u>Unit#</u>	<u>Garage#</u>	<u>Unit#</u>	<u>Garage</u>	<u>Unit#</u>	<u>Garage#</u>	<u>Unit#</u>	<u>Garage</u>	<u>Unit#</u>	<u>Garage #</u>	<u>Unit#</u>
				#							
A1	A804	A30	A104	B59	A606	C88	B305	D118	B806	E148	C506
A2	A604	A31	A102	B60	B505	C89	B602	D119	C707	F149	C401
A3	A204	A32	A407	B61	A504	C90	B603	D120	B606	F150	C501
A4	A203	A33	A207	B62	A702	C91	C603	D121	C702	C151	C605
A5	A401	A34	A806	B63	B702	C92	C103	D122	B604	F152	C301
A6	A306	A35	A601	B64	A305	C93	C705	D123	B107	F153	C502
A7	A501	A36	A601	B65	B204	C94	C402	D124	B106	F154	C606
A8	A106	B37	A705	B66	A205	C95	C405	D125	B307	F155	B407
A9	A107	B38	C104	B67	A201	C96	C404	D126	B307	F156	B207
A10	C202	B39	A505	B68	B104	C97	C307	D127	C604	F157	B707
A11	A605	B40	A502	B69	A801	C98	C207	D128	C601	F158	C801
A12	A105	B41	A402	B70	A303	C99	C804	E129	B201	F159	C204
A13	A607	B42	A405	B71	B403	C100	C206	E130	B203	F160	C805
A14	A607	B43	A503	B72	B507	C101	C205	E131	B401	F161	C806
A15	A507	B44	A805	C73	A101	C102	C107	E132	B306	F162	C203
A16	A403	B45	B502	C74	A301	C103	C304	E133	B701	F163	C303
A17	A807	B46	A803	C75	C406	C104	C304	E134	B607	F164	C407
A18	A807	B47	B707	C76	B705	C105	B301	E135	C803	F165	C706
A19	A707	B48	B605	C77	B601	C106	B102	E136	B501	F166	B206
A20	A701	B49	B506	C78	B706	C107	B402	E137	C802	F167	C302
A21	A602	B50	A603	C79	B503	D108	B302	E138	B805	G168-169	Shop
A22	A506	B51	A703	C80	C102	D109	B303	E139	B704	G170	C403
A23	A802	B52	A302	C81	B404	D110	B205	E140	B504	G171	C602
A24	A406	B53	A704	C82	B406	D111	B101	E141	B802	G172	C701
A25	A404	B54	PumpHouse	C83	C305	D112	C101	E142	C503	G173	C201
A26	A304	B55	A206	C84	C105	D113	B801	E143	B405	G174	C504
A27	A103	B56	A202	C85	B105	D114	B801	E144	B202	G175	C401
A28	B803	B57	B103	C86	C306	D115	B304	E145	C507	G176	C704
A29	A307	B58	A706	C87	B804	D116	C607	E146	C505	G177	C703
						D117	B806	E147	C807	G178	B703

EXHIBIT "B"

**OWNERS' UNDIVIDED OWNERSHIP SHARE IN THE COMMON ELEMENTS AND COMMON
SURPLUS**

Each Owner and Unit shall own the following percentage of the common elements and common surplus: 1/167.

754318

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

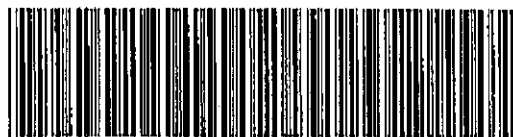
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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12/18/20 10:21:13

Amended
Restarted

: ALBRITTON

THIS INSTRUMENT PREPARED BY:
LEVINE LAW GROUP
2500 North Military Trail, Suite 283
Boca Raton, Florida 33431
(561) 999-9925

EXHIBIT "C"

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
ROYALE TOWERS CONDOMINIUM ASSOCIATION, INC.,
A NOT-FOR-PROFIT CORPORATION**

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of Royale Towers Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on September 24, 1980, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Royale Towers Condominium Association, Inc. shall henceforth be as follows:

ARTICLE I NAME AND ADDRESS

The name of the corporation is Royale Towers Condominium Association, Inc., and its mailing address is 1830 North Atlantic Avenue, C808, Cocoa Beach, Florida 32931.

ARTICLE II DEFINITIONS

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Amended and Restated Declaration of Condominium, as the "Declaration"; these Amended and Restated Articles of Incorporation as the "Articles"; and the Amended and Restated By-Laws of the Association as the "By-Laws". All other definitions contained in the Amended and Restated Declaration are incorporated by reference into these Articles.

ARTICLE III PURPOSE AND POWERS

Section 3.1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the condominium and corporate statutes for the operation of Royale Towers, A Condominium, located in Brevard County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida. No portion of any earnings of the Association shall be distributed or issued to the private benefit of any Member, Director or Officer, except as otherwise provided for by any law, as amended from time to time.

Section 3.2. Powers and Duties.

A. General. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or the Condominium Act and Corporate Act. The powers of the Association shall also be as set forth in the Declaration and By-Laws, which shall include the promulgation of rules and regulations with respect to the property in the Condominium, the Units included, and Association property.

B. Powers. The Association shall have all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration and By-Laws as they may hereafter be amended, including, but not limited to:

1. To make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Condominium and the Association, and to use the funds in the exercise of its powers and duties.
2. To protect, maintain, repair, replace and operate the property in the Condominium pursuant to the Condominium Documents.
3. To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.
4. To make improvements of the property in the Condominium, subject to any limitations contained in the Declaration.
5. To reconstruct improvements after casualty.
6. To make, amend, and enforce reasonable rules and regulations governing the use of the Condominium and Association property, inclusive of the Units. The powers of the Association shall also include the power to make, amend and enforce rules and regulations regarding the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records, without the need for membership approval.
7. To contract for the management and maintenance of the Condominium, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

8. To employ accountants, attorneys, architects, engineers and other professional personnel to perform the services required for proper maintenance and operation of the Condominium and Association property.

9. To demand rent from tenants in connection with the Association's right to the assignment of rents pursuant to Section 718.116, Florida Statutes, as amended from time to time.

10. To suspend the use of common elements in accordance with Section 718.303(4), Florida Statutes, as amended from time to time.

11. To borrow money to include securing assessments and other assets of the Association as are permitted as collateral.

12. To enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the condominium, to provide enjoyment, recreation, or other use of benefits to the Owners, all as may be deemed by the Board of Directors to be in the best interests of the corporation.

13. Those powers set forth in the Declaration.

C. Limitation on Corporate Powers. The following limitations on the following powers of the Association as set forth in the corporate statute, shall apply:

1. No Directors, Officers or Committee Members shall receive compensation for their services as Directors, Officers and Committee Members. The foregoing shall not preclude Directors, Officers and Committee Members from being (and who shall be) reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties, nor prohibit the Association from contracting with a Director or Officer, or entity owned in part or in whole by same, subject to the provisions of the Condominium Act as amended from time to time.

2. The Association may borrow money upon the approval of the Board of Directors alone.

3. All funds and the title to all property acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

4. All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

D. Duties.

1. The Association shall adopt a Rule and Regulation concerning the posting of notices of Board meetings and the annual meeting.
2. The Association shall prepare a Question and Answer Sheet and shall update it at least annually if and as required by the Condominium Act and Administrative Rules as amended from time to time.
3. The Association shall maintain an adequate number of copies of the Condominium Documents and Rules and Regulations, and all amendments to the foregoing, as well as the Question and Answer Sheet referred to above, and the most recent year-end financial report, on the Condominium or Association property, to ensure their availability to Owners. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.
4. The Association shall ensure that the following contracts shall be in writing:
 - (a) Any contract for the purchase, lease or renting of materials or equipment, which is not to be fully performed within one year from the date of execution of the contract.
 - (b) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts exempted from the foregoing requirement by the Condominium Act or Administrative Rules as amended from time to time.
5. The Association shall obtain competitive bids for materials, equipment and services where required by the Condominium Act and Administrative Rules as amended from time to time. This provision shall not require the Association to accept the lowest bid.
6. The Association shall obtain and maintain fidelity bonding as required by the Condominium Act and Administrative Rules.
7. The Association shall keep a roster of Owners and their addresses based on information supplied in writing by the Owners from time to time to the Association, and shall keep a roster of Institutional Mortgagees providing the Association with notice pursuant to Section 21.5 of the Declaration.
8. To operate, maintain and manage, if any, the surface water or storm water management system(s) consistent with applicable permits, and shall assist in the enforcement of the Declaration which relates to the surface water or storm water management system(s).

9. To levy and collect adequate assessments against the Owners for the costs of maintenance and operation of the surface water or storm water management system(s).

ARTICLE IV - MEMBERSHIP AND VOTING IN THE ASSOCIATION

Section 4.1. Membership. The members of the Association shall be all record owners of Units as defined in Section 3.17 of the Declaration.

Section 4.2. Voting. The Owners of each Unit, collectively, shall be entitled to that vote as set forth in the By-Laws. Fractional voting is absolutely prohibited. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE V DIRECTORS

Section 5.1. Number and Qualifications. The property, business and affairs of the Association shall be managed by a Board in the manner and accordance with the relevant provisions specified in the By-Laws. Qualifications of Directors are contained in the By-Laws.

Section 5.2. Duties and Powers. The Board of Directors has sole duty and power to employ personnel to perform the services required for proper administration of the Association and maintenance of the property. All of the duties and powers of the Association existing under Chapters 718 and 617, Florida Statutes and the Condominium Documents shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to:

A. Approval by Owners, when such approval is specifically required in the Law or Condominium Documents; and/or

B. Action by the Executive Committee, if any.

Section 5.3. Election; Removal. Director(s) of the Association shall be elected in the manner determined by and subject to the terms and provisions set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VI – OFFICERS

Section 6.1. Offices. The affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws.

Section 6.2. Duties and Powers. The powers and duties of the officers are as provided in the By-Laws.

Section 6.3. Election; Removal. The Officers shall be elected by the Board of Directors of the Association at its first meeting after the election meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE VII - BY-LAWS

The By-Laws of the Association are as approved by the membership of the Association, and may be altered, amended or rescinded by the vote of both the Board of Directors and members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

ARTICLE VIII - AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

Section 8.1. Proposal. Amendments to these Articles may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least thirty percent (30%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

Section 8.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment is proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Articles shall be included in the notice of the members' meeting of which a proposed amendment is considered by the Owners members.

Section 8.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision in these Articles, these Articles may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving and at least two-thirds (2/3) of the voting interests of all members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 8.1 above, then the concurrence of the Board of Directors shall not be required.

Section 8.4. Recording and Effective Date. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy bearing the filing stamp of the Department of State shall be recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded. The Certificate shall be executed by any

officer with the formalities required for the recording of a deed. The amendment shall be effective upon recording in the public records of the County.

- A. Exception. As to any amendment to Article X of these Articles, this Section 8 shall not apply.

Section 8.5. Provisos. Notwithstanding any provision contained in these Articles to the contrary:

- A. An amendment to these Articles that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Article X of these Articles may be amended by the vote of a majority of the entire Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is on file with the Department of State.

ARTICLE IX - TERM; DISSOLUTION

Section 9.1 Term. The term of the Association shall be perpetual.

Section 9.2 Dissolution. The Association shall be dissolved upon the termination of the Condominium or as otherwise deemed by the members, following all relevant provisions in the Florida Not-For-Profit Statute, with the assets distributed in accordance with the Owner's share of ownership in the common elements and common surplus.

ARTICLE X - REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent and Registered Office for the Association shall be as reported to the Division of Corporations in an annual report or otherwise from time to time.

**CERTIFICATE OF ADOPTION OF THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION**

THE UNDERSIGNED, being the duly elected and acting President of ROYALE TOWERS CONDOMINIUM ASSOCIATION, INC., hereby certifies that the foregoing was approved by not less than a majority of the entire membership of the Board of Directors held on December 10 2020, at a Board meeting, with quorum present; and was approved by written consent in lieu of a meeting by not less than two-thirds (2/3) of the voting interests of all the members of the Association. The number of votes was sufficient for approval. The foregoing both amend and restate the Articles of Incorporation in their entirety.

EXECUTED this 10 day of December, 2020.

WITNESSES:

ROYALE TOWERS CONDOMINIUM
ASSOCIATION, INC.

Print Theodore J Rebstock
Sign Theodore J Rebstock

By: Sign [Signature]

PRESIDENT

Print Jay Stoff
Sign [Signature]

Print Candido Varga
Current Address: Royale Towers
Condominium Association, Inc., 1830 N
Atlantic Ave, C808, Cocoa Beach, FL 32931

STATE OF FLORIDA)
) s:
COUNTY OF BREVARD)

SWORN TO AND SUBSCRIBED BEFORE ME by means of ☐ physical presence or ☐ on-line notarization, this 10th day of December, 2020, by Candido Varga, who is personally known to me or who has produced A DL Exp 5/30/27 (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed the Amended and Restated Articles of Incorporation of Royale Towers Condominium Association, Inc., as his/her free act and deed as such duly authorized officer; and that the execution of the Amended and Restated Articles of Incorporation of Royale Towers Condominium Association, Inc. is the act and deed of the corporation.

WITNESS my official seal in the County of Brevard, State of Florida, the date and year stated above.

NOTARY PUBLIC:

Sign: [Signature]

(SEAL)

My commission expires: 09/24/2023

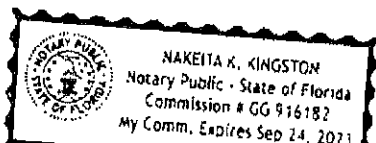


EXHIBIT "D"

NOTE: SUBSTANTIAL REWORDING OF ENTIRE BY-LAWS. SEE ENTIRE ORIGINAL BY-LAWS FOR PRESENT TEXT.

**AMENDED AND RESTATED BY-LAWS OF
ROYALE TOWERS CONDOMINIUM ASSOCIATION, INC.**
(A Corporation not-for-profit under the laws of the State of Florida)

SECTION 1. GENERAL. These are the Amended and Restated By-Laws of Royale Towers Condominium Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 Definitions. The definitions set forth in the Amended and Restated Declaration of Condominium of Royale Towers, A Condominium and in the Amended and Restated Articles of Incorporation shall apply to terms used in these Amended and Restated By-Laws.

SECTION 2. MEMBERSHIP AND VOTING RIGHTS.

2.1 Qualifications. The members of the Association shall be all recorded Owners of Units in the Condominium.

2.2 Change in Membership. A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument (excluding a mortgage) and by delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests; Votes. Each member of the Association is entitled to one (1) vote for each Unit owned by him/her. The total number of possible votes (the "voting interests") shall equal

the total number of Units. If a Unit is owned by one natural person his/her right to vote shall be established by a record title to the Unit. If a Unit is owned jointly by two or more natural persons, other than in the names of husband and wife, that Unit's vote may be cast only by such record Owner as set forth in a voting certificate executed by all Owners and on file with the Association. Votes shall be cast for Units owned under a trust arrangement by a sole trustee, and if more than one trustee, then only the trustee as set forth in an executed voting certificate on file with the Association. Votes shall be cast for Units owned by an estate in probate, by any personal representative of the estate. If a Unit is owned in the names of husband and wife, then any spouse may cast a vote, but if they cannot agree on a matter, the vote shall not count. If a voting certificate is required but not on file with the Association, then the vote shall not count for any purpose. Votes shall be cast in person or by proxy, except that proxies may not be used in connection with the election of directors.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record owners is specifically required. Unless provided by law as amended from time to time, the Association may seek membership approval in writing, in lieu of a meeting, meeting notice and voting at a meeting and the minimum response must be not less than the same percentage as the quorum for members meetings; the percentage of written consents required shall be the same as the votes required at a meeting; the Association shall comply with the provisions of Florida Statute 617.0701(4), as amended from time to time.

2.6 Delinquency. Any Owner more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association may have their voting rights suspended by the Board, as provided for in the Condominium Act, as amended from time to time.

SECTION 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held on the Condominium property the 2nd Tuesday in February of each year, at 7:00PM.

3.2 Election Meeting. The election meeting shall be held in the County each year as part of the Annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special meetings of the members must be held whenever called by the President or by a majority of the Board of Directors, and must be promptly called by the President upon the President's or Secretary's receipt of a written petition signed and dated by at least one third (1/3) of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

A. The calling of a special meeting for recall of Directors is governed by Section 4.4.8 below and by applicable Administrative Rules, and not by the provisions of this Section 3.3.

B. The calling of a meeting pursuant to F.S. 718.112(2)(e) requires only the application of 10% of the voting interests of the Members.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or

B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if:

1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or

2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings.

A. Election Meeting. Notice of the election meeting shall be as provided for in Section 4.2 below.

B. Annual and Special Meetings. Notice of all annual and special member's meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail, or by e-mail or facsimile if consented to in writing by the Member concerned, to each Member at his/her address as it appears on the books of the Association. The Director, Office Manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting except that the maximum notice for the annual meeting where there is an election to the Board, is thirty-four (34) days. The notice must also state the intended agenda for the meeting.

1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium or Association property at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership or if there is no Condominium or Association property upon which notices can be posted.

C. The foregoing is subject to any future revisions in the Condominium Act as amended from time to time

3.6 Waiver of Notice. A member's attendance at a meeting, either in person or by proxy:

A. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or

B. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting.

A. After the mailing (including, if applicable, by e-mail or facsimile) of notice of any meeting, the Association shall prepare a list of the unit numbers with names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.

B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his/her agent or attorney is entitled on written demand to inspect the list during regular business hours and at his/her expense, during the period it is available for inspection. In furtherance of the foregoing, the members' list may also be available by electronic transmission available to a member either electronically via internet or by allowing the records to be viewed in electronic format on a computer screen and printed.

C. The Association shall make the members' list available at the meeting and any member or his/her agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.

D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.

E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his/her agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.

F. Refusal or failure to comply with the requirements of this Section shall not affect the validity of any action taken at the meeting.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to a Director or managing agent at or before the adjournment of the particular meeting. The proxy form must conform to any requirements of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form and an e-mail with scanned signature and date are all valid. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.8 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy. Limited proxies must be used where required by the Condominium Act. All other requirements of F.S. 718.112(2)(b)(2) shall be followed.

3.9 Association's Acceptance of Votes.

A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.

B. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

C. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.8 are not liable in damages to the member for the consequences of the acceptance or rejection.

D. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required, Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if approval is received from not less than a majority of all of the Association members, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that a majority of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable Administrative Rules and written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape or digitally record at any Members' meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

A. The foregoing is subject to any future amendments to the Condominium Act as amended from time to time.

3.11 Quorum; Election Ballot Return.

A. Annual and Special Members Meetings. The quorum for the annual and special members' meetings shall be a majority of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

B. Election Meeting. Not less than twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election, even though there might not be a quorum at the annual meeting.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these By-laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any

business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business. The order of business at annual membership meetings, and, as far as practical, at any other membership meetings, shall be substantially as follows:

- A. Call to order by the president (or other officer in the absence of the president).
- B. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting.
- C. Appointment of a parliamentarian, if so desired by the membership at the meeting.
- D. Call of the roll or certification of quorum.
- E. Proof of notice of meeting or waiver of notice
- F. Election of Directors (where appropriate)
- G. Minutes of last members meeting - read or waive reading
- H. Reports of officers
- I. Reports of Committees
- J. Unfinished business
- K. New business
- L. Adjournment

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be kept posted on the Condominium website and shall be available for inspection by members and/or their authorized representatives at any reasonable time. Minutes may be available either electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed or as permitted by the Condominium Act with respect to the inspection of official records. Minutes shall be retained for such period as required by the Condominium Act as amended from time to time.

3.15 Actions by Members in Lieu of a Meeting. The Association has the option to vote on membership voting matters by way of a written consent in lieu of notice of and the holding of a membership meeting, subject to any requirements of any applicable statute as amended from time to time.

SECTION 4. BOARD OF DIRECTORS; COMMITTEES. The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

The affairs of the corporation shall be administered by the officers designated in these By-Laws of the corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and with the approval of the

Board of Directors may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the condominium and the affairs of the corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the corporation or a director of the corporation.

4.1 Number and Term of Service; Qualifications; Term.

A. Number. The number of Directors which shall constitute the whole Board of Directors shall be five (5) persons.

B. Qualifications. A Director must be a record Owner; and in the event of a trust as Owner, then any trustee or resident beneficiary; the Association shall be permitted to obtain from the trust as Owner reasonable documentation from said Owner indicating that the individual in question has the representative capacity as just stated. To the extent provided by the Condominium Act, as amended from time to time, a person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted in another jurisdiction that would be considered a felony if committed in this state is not eligible for Board membership unless such felon's civil rights have been restored for a period of not less than five (5) years as of the date such person seeks election to the Board. Owners delinquent in the payment of any monetary obligations due to the Association as of the deadline to submit notices of intent to run as a candidate to the Board are not eligible to be placed on the election ballot and are disqualified from serving on the Board of Directors. Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one (1) Unit or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy.

C. Term. The term of a Director shall be for one (1) year unless the Director resigns, dies, is recalled or otherwise replaced, subject to any term limits in the Condominium Act as amended from time to time.

4.2 Election of Directors.

A. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. Not less than sixty (60) days before the scheduled election meeting, the Association must send notice to each Owner of the date along with the candidate certification required by F.S. 718.112(2)(d)(3). Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. Any candidate may but is not required to furnish the Association with an information sheet which shall be no larger than 8 inches by 11 inches. The candidate's information sheet, if any, and the executed intention to run from the candidate must be received by

the Association no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

B. The Association shall provide a second notice to all Members required by Section 3.5.B above, reminding them of the date, time and place of the election meeting, together with a ballot listing all eligible candidates and any information sheets and the signed certificate form referenced above, received from same.

C. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules.

D. A newly elected Director shall take office immediately upon the adjournment of the election meeting, provided that the ballot return referred to in Section 3.11.B above is achieved, and notwithstanding that there may not be a quorum for the annual meeting.

E. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

1. An election and balloting submission is not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In the event such an election and balloting submission is not required as described in the immediately preceding sentence, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.

2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.

3. In the event that there are an insufficient number of candidates during a particular year to fill all vacancies such that there are fewer than the then required number of Directors on the Board, the shortage in the number of Directors shall be considered a vacancy on the Board, which may be filled by the Directors pursuant to Section 4.5.A below.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

A. By Written Agreement. If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.

B. By Special Meeting. A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.

C. Re-election. Any Director recalled shall not be eligible for re- election until the next regular election meeting.

D. Monetary Obligation Delinquency. Any Director or Officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy, which shall occur without the need for a recall as provided for above.

E. Director and Officer Offenses. A Director or Officer charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy. The foregoing shall occur without the need for a recall as provided for above. While such Director or Officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or Officer. However, should the charges be resolved without a finding of guilt, the Director or Officer shall be reinstated for the remainder of his or her term of office, if any, and the Director or Officer who was appointed to fill the vacancy shall be deemed removed and the Director or Officer whose charges were resolved without a finding of guilt shall resume office for the balance of the term, if any.

4.5 Vacancies on the Board.

A. A Vacancy Other than in Connection with Recall. If the office of any Director or Directors becomes vacant for any reason, other than recall as provided for in Section 4.4.A or 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his/her predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

B. Vacancy In Connection with Recall.

1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, for such term as mandated by applicable law as amended from time to time.
2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules, for such term as mandated by applicable law as amended from time to time.
3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.
4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election shall be as set forth in the Condominium Act and in applicable Administrative Rules.

4.6 Meetings of the Board of Directors.

A. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected, upon providing not less than forty-eight (48) hours posted notice of the meeting.

B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

C. Special Meetings. Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.

D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless

of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.

E. Telephone or Video Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone or video conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

F. The foregoing is subject to any future revisions to the Condominium Act as amended from time to time.

4.7 Notice of Board Meetings; Agenda.

A. Notice to Directors. Notice of the time and place of meetings shall be given to each Director, personally or by mail, telephone, or facsimile, or e-mail, and shall be transmitted three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month or pursuant to a published schedule of meetings provided to each Director. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.

B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

C. Notice to Members.

1. Posting. Except as otherwise provided in Subsection C.2 below or as otherwise provided by the Condominium Act, as amended from time to time, notices of all Board meetings shall be posted conspicuously on the Condominium or Association property at least forty-eight (48) continuous hours in advance, except in an emergency.

2. Mail or Delivery. Written notice of any Board meeting at which non-emergency special assessments, or at which Rules and Regulations regarding use of the Units will be considered, shall be mailed or delivered to the Members and mailed, delivered or electronically transmitted to members not less than fourteen (14) days prior to the Board meeting, and posted conspicuously on the Condominium or Association property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association. Electronic notice is permitted so long as the Owner in question consents in writing (including via e-mail with scanned signature and date) to receive notices in this manner.

3. Assessments to be levied. A 14-day Notice of any meeting in which regular (annual) or special assessments against Owners are to be considered shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessment.

D. Agenda. The notice of any Board meeting shall identify all agenda items. Notice of any meeting at which assessments are considered for any reason shall contain a statement that assessments will be considered and the nature of any such assessments.

E. The foregoing is subject to any future revisions to the Condominium Act as amended from time to time.

4.8 Quorum and Voting.

A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors then serving.

B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.

C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:

1. He or she objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or

2. He or she votes against or abstains from such action. Notwithstanding the foregoing to the contrary, a Director who abstains from voting on any action taken or any corporate matter shall be presumed to have taken no position with regard to the action.

D. Agenda. No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rules as amended from time to time. Such vote must be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

E. The foregoing is subject to any future revisions to the Condominium Act as amended from time to time.

4.9 Members Participation at Board Meetings. Meetings of the Board of Directors shall be open to all Members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Members' statements. Any Member may tape record or videotape meetings of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Member may videotape or tape or digitally record at any Board meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the President of the Association, or in his/her absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously on the Condominium property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.14 Committees. The notice, conduct and participation in voting, and keeping and maintenance of minutes of Committees as defined by the Condominium Act as amended from time to time, shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time. Meetings of Committees which do not take final action on behalf of the Board or do not make recommendations to the Board regarding the annual budget are exempt from compliance with F.S.718.112(2)(c).

A. Appointment and Authority. The Board of Directors retains the sole authority to establish and disband Association Committees. The Board of Directors retains sole responsibility for granting authority to each Committee to include but not limited to scope, mission, decision making authority and budgets. Said authority may be modified or removed at any given time by the Board of Directors.

B. Chairperson and Membership. Each Committee will have a Chairperson approved by the Board of Directors. Each Committee member must be a record Owner or the spouse of a record Owner. Committee members must be approved by the Board of Directors.

C. Meetings. The Chairperson of each Committee may call meetings as needed to meet imposed deadlines and to accomplish tasks in a timely manner. The Chairperson is responsible for notifying all Committee members of each meeting. Except in the case of an emergency, Committee members will be given at least two (2) days' notice before each meeting.

SECTION 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Board of Directors of the Association shall be a president, a vice-president, a treasurer, and secretary, all of whom shall be appointed by the Board at its organizational meeting to serve for one (1) year and only the president need be a Director. Assistant officers may also be approved and appointed by the Board, but each need not be a member of the Board of Directors. The same person may hold two (2) offices, the duties of which are not incompatible; provided however, the office of President and Vice President shall not be held by the same person, nor shall the office of both or all of the President, Secretary, Treasurer, Assistant Secretary or Assistant Treasurer be held by the same person. The Board may designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. Any officer may be removed with or without cause by the vote of the majority Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He or she shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association. He or she shall appoint committees.

5.3 Vice-Presidents. The vice-presidents, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the president to effect a particular duty under question, incident to the office of the president. The president will appoint a vice-president to act on their behalf or, if unable to do so, vice-presidents will act on the president's behalf based on seniority.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He or she shall maintain an accurate and up-to-date roster of Owners and their addresses. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary

shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

5.5 Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He/she shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He/she shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated or by a bookkeeper or bookkeeping company specifically designated by the Treasurer.

SECTION 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

SECTION 7. FISCAL MATTERS. The Association shall maintain accounting records according to good accounting practices. The records shall be open for inspection by unit owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. The records shall include, but are not limited to a record of all receipts and expenditures as well as an account for each unit designating the name and current address of the unit owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

7.1 Annual Budget.

A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run from January 1st through December 31st, unless the Board votes otherwise, no later than the end of the year preceding the budget year. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(21)(c), only if applicable, as more fully set forth in the Condominium Act and Administrative Rules as amended from time to time. The failure of the Association to

adopt a budget prior to the commencement of the new budget year shall not invalidate the budget or the annual assessments due pursuant to the untimely adopted budget. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.

B. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests of all members of the Association received by the Board within twenty-one (21) days after the adoption of the annual budget, shall call a special meeting of the members within thirty (30) days after adoption of the annual budget, upon not less than ten (10) days prior notice to those Owners. At the special meeting, the Owners may consider and enact a new budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum is not attained at the special meeting or a substitute budget is not adopted by the members at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the property in the Condominium, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Properties shall be excluded from the computation.

7.2 Reserves.

A. Statutory Reserves for Capital Expenditures and Deferred Maintenance.

1. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance and shall list the information as required by the Condominium Act and applicable Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the remaining estimated useful life and replacement cost of each item, in the manner required by any applicable Administrative Rules as amended from time to time.
2. These reserves shall be fully funded unless a majority of the voting interests of all those Members who are present in person and by proxy at a Members' meeting vote to fund no reserves or less than adequate reserves for a budget year. Proxy questions relating to waiving or reducing the funding of reserves or

using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.** The foregoing language shall also be placed on the ballot distributed at the meeting. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in 7.1 above.

3. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by the same vote of voting interests mentioned in the preceding sentence, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such reserves shall be segregated from operating funds of the Association to the extent required by the Condominium Act and Administrative Rules as amended from time to time. Any interest accruing on all reserve accounts may be used for any reserve category.

B. Other Reserves. In addition to the statutory reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid or minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, subject to advice from the Association's accountant as to tax consequences of same. Any reserves which are not to be restricted must be shown in the operating portion of the budget.

7.3 Annual Assessments. Annual assessments based on the adopted budget shall be paid in twelve (12) equal monthly installments, in advance, due on or before the first days of each and every month in each and every year, unless otherwise specified by the Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall, be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C.2 above shall apply. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. Such purpose shall include any contingent special assessment paid in conjunction with the purchase of an insurance policy authorized by F.S. 718.111(11). In the event that the funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may, at the discretion of the Board, be returned to the Owners or applied as a credit toward future assessments.

A. Proviso. Notwithstanding the foregoing to the contrary, a special assessment unrelated to the Association operation, upkeep, maintenance, repair, replacement, reconstruction and/or insurance must also have the approval of a 75% of the voting interests of all Owners.

7.5 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent owner a notice that the right of acceleration has been exercised, which, notice may be given as part of the notice of intent to foreclose as required by F.S. 718.116, or may be sent separately.

7.6 Depository. The Association shall maintain its accounts in such bank or banks as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board.

A. Proviso. Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.7 Financial Reporting. The Board of Directors shall have performed and shall provide an annual audit of the accounts of the Association, which is not waivable. The Board of Directors shall mail or hand deliver or send via e-mail the form of accounting to each Owner as required by said statute as amended from time to time.

7.8 Fiscal Year. The fiscal year for the Association shall be from January 1st through December 31st, unless otherwise voted by the Board of Directors from time to time.

7.9 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

SECTION 8. SUSPENSIONS AND FINES.

8.1 Suspensions. The Association has the right, in addition to all other available legal remedies, to suspend the rights of an Owner or an Owner's tenants, guests, invitees or both, to use the recreational areas for violations of the Condominium Documents and/or Rules and Regulations. The Association also has the power to suspend the foregoing referenced use rights when an Owner is more than ninety (90) days delinquent in the payment of any fine, fee, or other monetary obligation due and owing to the Association. The Association shall observe all limitations and requirements on this subject as set forth in the Condominium Act, as amended from time to time.

8.2 Fines. A fine may be levied by the Association in an amount not to exceed One Hundred (\$100.00) Dollars per violation and may be levied on the basis of each day of a continuing violation in an amount not to exceed One Hundred (\$100.00) Dollars per day up to a maximum aggregate of One Thousand (\$1,000.00) Dollars, unless a higher amount is permitted by the Condominium Act as amended from time to time. Fine(s) may be re-imposed for the same violation upon providing the same notice and opportunity for a hearing. The Association shall observe all limitations and requirements on this subject as set forth in the Condominium Act, as amended from time to time.

SECTION 9. PARLIAMENTARY RULES. ROBERTS' RULES OF ORDER. The latest edition shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

SECTION 10. EMERGENCY POWERS AND EMERGENCY BY-LAWS.

10.1 Emergency Powers. The Association shall have those emergency powers set forth in F.S. 718.1265, as amended from time to time and subject to any revisions or expansions to the Condominium Act as amended from time to time. The emergency powers shall include but not be limited to providing notice of Board membership meetings in any practicable manner, including publication, radio, U.S. mail, the internet, e-mail, public service announcements and conspicuous posting on the Condominium Property or such other means the Board deems reasonable under the circumstances; canceling and rescheduling of Association meetings; holding of meetings through Zoom or similar platform and/or via telephone conference so long as the notice of meeting so indicates; implementation of a disaster plan; require mandatory evacuations if a governmental entity mandates evacuation; based upon advice of emergency management officials or upon the advice of a licensed professional retained by the Board, to determine whether the Properties can be safely inhabited or occupied; remove debris and treat

for mold; and borrow money and pledge Association assets as collateral to fund repairs and carry out the duties of the Association when operating funds are insufficient without the vote of the members of the Association. The emergency powers shall apply not only to a casualty event but also any disease, pandemic or the like. The foregoing emergency powers shall apply for the duration of the timeframe in which a state of emergency has been declared in the locale in which the Condominium is located.

10.2 Emergency By-Laws. The Association shall have the power to adopt emergency By-Laws pursuant to F.S. 617.0207, as amended from time to time.

SECTION 11. AMENDMENT OF THE BY-LAWS. All amendments to the By- laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least thirty percent (30%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

11.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have twenty (20) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the By-Laws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining 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 By-Laws. See provision for present text."

11.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision in the Declaration or these By-Laws, these By-Laws may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving and by at least two-thirds (2/3) of the voting interests of all members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 11.2 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-

Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded.

11.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary:

A. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

B. Any emergency By-Laws adopted pursuant to F.S. 617.207, amended from time to time, may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of such an emergency, as the term "emergency" is defined in said statute; such By-Laws must be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.B of the By-Laws shall not preclude the members from amending or repealing such emergency By-Laws as referenced in Section 10.2 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures in the statute referred to in Section 10.2 above.

SECTION 12. ARBITRATION. Nonbinding arbitration shall apply to disputes referenced in F.S. 718.1255.

SECTION 13. CERTIFICATE OF COMPLIANCE. A certificate of compliance from a licensed contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

SECTION 14. EMINENT DOMAIN. The Association has the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

SECTION 15. WRITTEN INQUIRIES. When an Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry,

provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board adopt reasonable rules and regulations regarding the frequency and manner of responding to Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

SECTION 16. INDEMNIFICATION.

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

SECTION 17. INCORPORATION. All provisions of F.S. 718.112(2)(a) through (p) are deemed to be included in these By-Laws, except where modified by this Declaration or the By-Laws.

CERTIFICATE OF ADOPTION OF THE AMENDED AND RESTATED BY-LAWS

THE UNDERSIGNED, being the duly elected and acting President of ROYALE TOWERS CONDOMINIUM ASSOCIATION, INC., hereby certify that the foregoing was approved by not less than two-thirds (2/3) of the entire membership of the Board of Directors on December 10, at a board meeting, with quorum present; and was approved via written consent in lieu of a meeting by not less than two-thirds (2/3) of the voting interests of all the members of the Association.

The foregoing both amend and restate the By-Laws in their entirety.

EXECUTED this 11 day of December, 2020.

ROYALE TOWERS CONDOMINIUM
ASSOCIATION, INC.

Sign: _____

PRESIDENT

Print NAME Candido Veiga

Royale Towers Condominium Association, Inc.
1830 N Atlantic Ave, C808
Cocoa Beach, FL 32931

STATE OF FLORIDA)
) §:
COUNTY OF BREVARD)

SWORN TO AND SUBSCRIBED BEFORE ME by means of ☒ physical presence or ☐ on-line notarization, this 11th day of December, 2020, by Candido Veiga, who is personally known to me or who has produced FL DL Exp 3/30/27 (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed the Amended and Restated By-Laws of Royale Towers Condominium Association, Inc., as his/her free act and deed as such duly authorized officer; and that the execution of the Amended and Restated By-Laws of Royale Towers Condominium Association, Inc. is the act and deed of the corporation.

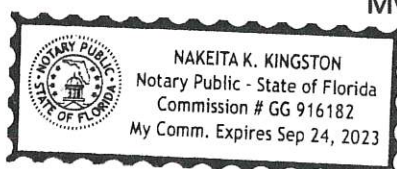
WITNESS my official seal in the County of Brevard, State of Florida, the date and year stated above.

NOTARY PUBLIC:

Sign: _____

(SEAL)

My commission expires: 09/24/23



RACHEL M. SADOFF
CLERK OF THE CIRCUIT COURT & COMPTROLLER
BREVARD COUNTY, FLORIDA

POST OFFICE BOX 2767
TITUSVILLE, FLORIDA 32781-2767
(321) 637-2006
WWW.BREVARDCLERK.US

Transaction #: 2809972
Receipt #: 62675148
Cashier Date: 02/26/2021 02:15:16 PM
Cashier Branch: Parkway



Print Date:
02/26/2021 02:15:39 PM

CUSTOMER INFORMATION		TRANSACTION INFORMATION		PAYMENT SUMMARY	
ROYALE TOWERS CONDOMINIUM ASSOCIATION 5505 N ATLANTIC AVE STE 207 COCOA BEACH, FL 32931		Date Received:	02/26/2021	Total Fees	\$749.50
		Source Code:	Parkway	Total Payments	\$749.50
		Return Code:	Mail (U.S. Postal Service)	Balance Due:	\$0.00
		Trans Type:	Recording		

Payments
CHECK #498
\$749.50

1 Recorded Items		
<u>CONDOMINIUM</u>		
From: To	BK/PG: 9032/1 CFN: 2021049745 Date: 02/26/2021 02:15:15 PM	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	88	\$749.50

Miscellaneous Items
AGENT TRANSMITTAL