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This space reserved for recording clerk

Berry J. Walker, Jr., Esq. **DECLARATION OF CONDOMINIUM**
OF
OCEANS GRAND, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made this 27th day of February, 2006, by OCEANS GRAND, L.L.C., a Delaware limited liability company (the "Developer"), the owner of fee simple title of the land described herein, and with the intent and purpose of submitting said land and all improvements thereon to the condominium form of ownership, the Developer makes the following declarations.

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

The Developer hereby submits to the condominium form of ownership and use the Land, as more fully described in Article III hereof, together with the improvements now and hereafter situated thereon and the easements and rights appurtenant thereto pursuant to Chapter 718, Florida Statutes, as amended to the date hereof (the "Condominium Act").

II. NAME AND ADDRESS.

The name by which this condominium is to be identified is OCEANS GRAND, A CONDOMINIUM (the "Condominium"). The address of the Condominium is 2 Oceans West Boulevard, Daytona Beach Shores, Florida 32118.

III. THE LAND.

The land submitted to condominium (the "Land") is located in Volusia County, Florida and is described in Exhibit "A" attached hereto, upon which will be constructed a residential building and other facilities more completely described in Article V hereof. A survey of the Land is attached hereto and made a part hereof as Exhibit "B". A site plan showing the general location of the Land in relation to the facilities and buildings, as hereinafter more fully described, is attached hereto as Exhibit "B-2". Exhibit "C" is a graphic depiction of the improvements, including the Units, as hereinafter described. Exhibits "A", "B", "B-2" and "C", together with this Declaration, identify the Common Elements and each Unit in the Condominium and their relative size and location.

IV. DEFINITIONS.

A. Units. Each Unit, together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject to the provisions of the condominium documents establishing this Condominium, the Condominium Act and any other covenants and restrictions or easements of record. Each Owner shall be entitled to exclusive possession of his Unit subject to the provisions of the condominium documents and the Condominium Act.

The boundaries of each Unit shall be as follows:

- (1) The upper horizontal boundary of each Unit shall be the lower surface of the unfinished ceiling extended to an intersection with the vertical boundaries.
- (2) The lower horizontal boundary of each Unit shall be the plane of the upper surface of the unfinished floor extended to an intersection with the vertical boundaries.
- (3) The vertical boundaries of each Unit shall be the plane of the unfinished wall exposed to the interior of the Unit.

All glass and other transparent and/or translucent material or screens covering windows and doors and the material covering other openings in the exterior walls of the Units shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors, and other openings.

B. Common Elements. The term "Common Elements" as used herein shall mean and comprise all of the real property and improvements of the Condominium located upon the Land, except Units, including, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and

Common Elements; (2) easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements; (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation, specifically excluding however, any utility main lines, distribution lines, force mains or collection lines and meters owned and maintained by the utility company servicing the Land; (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; (5) fixtures owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium; (6) easements for ingress and egress serving the Condominium; (7) three (3) elevators; (8) the stairways not located within a Unit; (9) the exterior hallways; (10) the roof and exterior walls of the building; (11) a swimming pool, spa and deck area; (12) a social room; (13) a kitchen; (14) a fitness center with male and female bathrooms; (15) a game room; (16) a second floor lobby area with a separate men's and women's toilet; (17) the storage units for each Unit; (18) all paved and landscaped areas not within a Unit but located within the Land; (19) retention and storm drainage facilities; (20) entryway signage; (21) paved surfaces for access and parking; (22) a Surface Water or Stormwater Management System; and (23) all Limited Common Elements, including, but not limited to, Garage Parking Spaces, Storage Units, terraces or balconies, all as more particularly described in Section C below.

C. Limited Common Elements. The term "Limited Common Elements" as used herein shall mean and comprise the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, and consisting of the following:

- (1) the exclusive use of any fixtures, equipment or appliances exclusively serving one Unit, including, if applicable, air conditioning compressors, ducts, pipes, wiring, controls, light fixtures or other apparatus serving only one Unit, even if the same are located outside of the Unit;
- (2) exclusive use of a terrace or balcony attached to the exterior of the building and serving only one Unit;
- (3) the exclusive use of any one, single car, covered garage parking space located on the First Floor of the condominium building ("Garage Parking Space") as assigned by Developer in its sole discretion. The Developer will assign to the Owner of each Unit, as a Limited Common Element, the exclusive use of one Garage Parking Space located on the First Floor of the Parking Garage. There will be a total of Three Hundred Sixty (360) Garage Parking Spaces available. The locations of these Garage Parking Spaces numbered P1 through P 360, inclusive, have been designated on the First Floor Parking and Second Floor Parking, which are attached hereto as pages A-02 and A-04 of Exhibit "C".
- (4) the exclusive use of one storage unit ("Storage Unit" as assigned by the Developer in its sole discretion. The locations of the Storage Units numbered 175 through 202, inclusive, have been designated on the First Floor Parking and Floor Plan (Exhibit "C", page A-02), and the locations of the Storage Units numbered 1 through 174, inclusive, have been designated on the Second Floor Parking and Floor Plan (Exhibit "C", page A-04).

D. Conveyance of Limited Common Elements. At the time of the conveyance by Developer to an Owner of a Unit, the special warranty deed will include an assignment of one Garage Parking Space. Thereafter, the Garage Parking Space designated in said deed of conveyance shall be considered a Limited Common Element for the exclusive use of the Unit conveyed in the deed and shall not be conveyed, assigned or pledged separately from the Unit. In conveyances subsequent to the first conveyance from the Developer, whether or not the deed specifically refers to the Garage Parking Space, the shall same a remain Limited Common Element of the Unit to which it was originally assigned. After Developer has conveyed all of the Units, any spaces not designated or assigned to a Unit on a deed, if any, shall be considered a part of the Common Element and shall be available parking for guests or invitees of Unit Owners.

E. Master Covenants. The term "Master Covenants" shall mean and refer to that certain Restatement of and Fourth Amendment to Declaration of Covenants and Restrictions recorded in the public records of Volusia County, Florida, in Official Records Book 2775, page 860, which Master Covenants apply to the Condominium created by this Declaration.

F. Mortgagee. The term "Mortgagee" shall mean and include any of the following entities owning, insuring, guaranteeing, or holding valid first mortgages on one or more Units in the condominium: banks, life insurance companies, Federal Savings & Loan Associations, Real Estate Investment Trusts, mortgage companies, and the Federal National Mortgage Association, and institutions and agencies of the federal government.

G. Surface Water or Stormwater Management System. The term Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

V. DESCRIPTION OF CONDOMINIUM PROPERTY.

A. Condominium Property. The improvements upon the Land which shall comprise the condominium property (hereinafter referred to as the "Condominium Property"), consist of one (1) twenty (20) story building (the "Condominium Building") containing one hundred eighty-nine (189) "Units"; stairways not in any of Units; three (3) elevators; a fitness center; a men's and a women's bathroom; an entry lobby; an elevator lobby; a mailroom; a social room; a kitchen; a game room; a fire control room; an office; two hundred two (202) dehumidified storage spaces; a parking garage located on the first and second floors ("Parking Garage") which includes a total of three hundred sixty (360) parking spaces ("Parking Spaces"); two (2) mechanical rooms; two (2) second floor toilet rooms; a utility room; two (2) trash rooms and trash chutes on each floor. The Condominium Property also includes a swimming pool and deck area; a pool equipment room; and a Surface Water or Stormwater Management System. The first floor of the Condominium Building (the "First Floor") contains a portion of the Parking Garage including 200 covered Parking Spaces; dehumidified Tenant Storage spaces; two (2) trash rooms; a fitness center; a game room; a kitchen; a men's and a women's bathroom; a mechanical room; and three (3) Units number 102-104. The second floor (the "Second Floor") contains a portion of the Parking Garage including 160 Second Floor Parking Spaces; dehumidified tenant Storage Areas; an outdoor patio; a social room; mail room, fire control room; office; entry lobby; two (2) toilet rooms (one each for men and women); a mechanical room; an elevator lobby and six (6) Units numbered 201-206. The Units are of six (6) types, described and depicted in the graphic depiction attached as a part of Exhibit "C" attached hereto as "A Residence", "B Residence", "C Residence", "D Residence", "E Residence" and "F Residence". Each of the floors of the Condominium Building numbered 3 through 21, inclusive, contain ten (10) Units consisting of one (1) A Residence; four (4) B Residences; two (2) C Residences; two (2) D Residences; and one (1) E Residence; three (3) elevators; and a service corridor.

B. Graphic Description. Building Plans showing the site plan, elevation views; floor plans identifying each Garage Parking Space, Unit Type and the location of each Unit Type on each floor; and Unit Type Plans which describe the dimensions of each Unit Type, the location of the elevators and other common elements are attached as Exhibit "B-2" and Exhibit "C" and constitute a graphic description of the Condominium Building.

C. Surveyor's Certificate. The construction of the improvements on the Land will be substantially complete at the time of recordation of this Declaration and there is attached hereto as the last page of Exhibit "B" a form of certificate of a surveyor authorized to practice in this state which provides that the construction of the Units to be conveyed are substantially complete so that the materials in Exhibits "A" through "C" attached hereto, together with the provisions of the Declaration describing such improvements are an accurate representation of the location and dimension of such improvements and that the identification, location and dimensions of the common elements and of each Unit to be conveyed can be determined from these materials. The Surveyor's Certificate will be signed upon completion of the improvement and will be recorded with this Declaration.

VI. APPURTENANCES TO UNITS.

A. Units. There shall be appurtenant and pass with title to each Unit the rights, shares and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

- (1) An undivided percentage share as described in Article XI hereof, in the Common Elements, as described above.
- (2) The right to use exclusively those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements.
- (3) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "C" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;
- (4) Non-exclusive easements, to be used and enjoyed in common by all present and future Owners of Units in the Condominium, their guests and invitees, for use of those Common Elements or other facilities not designated elsewhere herein as Limited Common Elements including, without limitation, easements for the furnishing and maintenance of utility services to all parts of the Land over, across, in and through the Land and Building, as the fixtures and equipment therefor now exist and/or may be modified or relocated.
- (5) An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit, or upon any portion of the Common Elements, or vice versa, for any reason not caused by or resulting from the willful negligent act of Developer or any Unit Owner or Owners, including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments, as an easement appurtenant to the encroaching Unit or other improvements, to the extent of such encroachment;
- (6) A nonexclusive easement, to be used and enjoyed by all present and future Owners of Units in the Condominium, their guests and invitees, for use and enjoyment and for

ingress and egress over, across and upon the paved areas for access and parking (as hereinafter defined).

- (7) A nonexclusive, perpetual easement running with the land, for access, ingress and egress, use and enjoyment over and across the land owned or maintained by the Master Association referred to herein as the "Shared Property" (hereinafter defined), including but not limited to, private roadways and pedestrian walkways.
- (8) The right to membership in the Master Association upon the terms and conditions set forth in the Master Declaration.
- (9) The right to membership in the "Owners Association" (hereinafter defined) upon the terms and conditions set forth elsewhere herein.
- (10) The right to membership in the golf club operated by the Master Association, membership in which is voluntary for Unit Owners, at a cost established by the Master Association, which amount covers the golf course use fee or Unit Owners can pay a golf course use fee on a daily, per use basis at such amounts as established by the Master Association.

VII. OCEANS GRAND OWNERS ASSOCIATION, INC.

The entity responsible for the operation of this Condominium shall be Oceans Grand Owners Association, Inc., a Florida corporation not-for-profit (the "Owners Association" or "Association"). A copy of the Association's Articles of Incorporation and Bylaws are attached hereto and made a part hereof as Exhibits "D" and "E", respectively. The Association shall administer and manage the Condominium Property; provided, that the Association may, to the extent permitted by the Condominium Act, by contract, delegate its maintenance, management and operational duties and obligations; provided further, however, that the Developer hereby reserves the rights provided in the Condominium Act and this Declaration and the Bylaws of the Owners Association to initially manage and operate the Condominium Property.

VIII. MASTER ASSOCIATION AND SHARED PROPERTY.

A. Purpose. The Condominium created herein is a part of a planned unit development known as the "Oceans West Planned Unit Development" (hereinafter referred to as the Oceans Community located upon land described in the Master Declaration. Certain amenities within the Oceans Community will be for the use and benefit of all of the owners of property within the Oceans Community and will be owned, operated and maintained by the Master Association.

B. Master Association Name. The Master Association is a Florida corporation not-for-profit known as Oceans West Homeowners Association, Inc. (the "Master Association"). A copy of the Articles of Incorporation and Bylaws of the Master Association are attached as Exhibits B and C to the Master Declaration which is attached hereto as Exhibit "F".

C. Property Owned. The property owned by the Master Association includes: a golf course, private roadways, pedestrian walkways, and landscaped areas located throughout the Oceans Community which are located upon the property shown in the Plat of Oceans West a Planned Unit Development, recorded in Plat Book 38, page 66-71, inclusive of the public records of Volusia County, Florida, as amended by the subdivision plat of Oceans West Planned Unit Development recorded in Plat Book 39, pages 6-11, inclusive of the public records of Volusia County, Florida. All the forgoing property, as well as additional property described in the Master Declaration shall be hereinafter referred to as the "Shared Property".

IX. VOTING RIGHTS OF UNIT OWNERS.

A. Owners Association. The Owner or Owners of each Unit shall become a member or members of the Owners Association automatically upon and simultaneously with the delivery of a deed of conveyance of fee title of the Unit. There shall be appurtenant, and pass with title, to each Unit one vote as a member of the Owners Association, which may be exercised by the Owner(s) as set forth in the Articles of Incorporation and Bylaws of the Owners Association. Membership in the Owners Association shall terminate when a Unit Owner's vested interest in the fee title to the Unit terminates. Membership in the Owners Association cannot be separately transferred, assigned or pledged in any manner except as an appurtenance to the respective Unit.

B. Master Association. The voting rights of each Unit Owner as to the Master Association are set forth in the Master Declaration attached hereto as Exhibit "B".

X. AMENDMENT OF DECLARATION.

Except for amendments which the Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice. Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

B. Proposal. Amendments to this Declaration may be proposed by (i) the Board of Directors (the "Board") of the Owners Association by (a) resolution adopted by a majority vote of the Directors elected from this Condominium present at any regular or special meeting of the Board at which a quorum is present; or (b) by a written instrument signed by a majority of the Board elected from this Condominium; or (2) by the Owners of a majority of the Units, whether by vote of such Owners as members of the Owners Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption. Any amendment to this Declaration so proposed by the Board or members of the Owners Association shall be transmitted to the President of the Owners Association; or, in the absence of the President, to a Vice President or other acting chief executive officer. The meeting of the members of the Owners Association to consider the vote upon the proposed Amendment shall be held after due Notice in accordance with the Notice requirements contained in the Bylaws of the Owners Association, not sooner than fourteen (14) days, nor later than sixty (60) days from the date of receipt of the proposed Amendment. The Amendment may be considered at a Special or Annual Meeting, provided there is compliance with the time and notice requirements set forth herein and in the Bylaws of the Owners Association. Any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the Bylaws of the Owners Association and such waiver, when delivered to the Secretary of the Owners Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted and shall become effective, by and upon the affirmative vote at such meeting of Unit Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the Units; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than sixty-six and two-thirds percent (66-2/3%) of all Units. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

- (1) Change the configuration or size of any Unit unless the record Owner thereof and all record Owners of liens thereon shall join in the execution and acknowledgment of the amendment;
- (2) Discriminate against any Unit Owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record Owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment;
- (3) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner(s) in the Common Expenses, unless the record Owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment.
- (4) Make any change in Article XIII hereof, entitled "Insurance" nor in Article XIV hereof, entitled "Reconstruction or Repair After Casualty" unless the record owners of all liens on Units shall join in the execution and acknowledgment of the amendment;
- (5) Adversely affect the lien or priority of any previously recorded mortgage to a Mortgagee.

D. Effective Date and Recording Evidence of Amendment. An amendment of this Declaration shall be effective when properly recorded in the public records of Volusia County, Florida, which is the county where the Declaration will be recorded. The President of the Owners Association, or in the absence of the President, a Vice President or other acting chief executive officer of the Owners Association, shall cause to be filed in the public records of Volusia County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit Owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Owners Association that such amendment was adopted by the Owners Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record Owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Owners Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

E. Amendment to Correct Omission or Error in Condominium Documents. Notwithstanding any provision to the contrary set forth in this Article or elsewhere in this Declaration, the Developer, or a majority of the Unit Owners, may amend this Declaration to correct any inadvertent scrivener's error or omission which does not materially alter or affect the rights of Unit Owners, or add any surveyor's certificate(s) as described in Article V, Section C hereof, all without the consent or joinder of any Unit Owner or Mortgagee of any Unit.

XI. COMMON EXPENSES AND COMMON SURPLUS.

The term "Common Expenses", as used herein, shall mean all expenses for which the Owners of Units in the Condominium shall be liable to the Owners Association, including, without limitation, all such expenses related

to the maintenance, operation and repair of the Surface Water or Stormwater Management System. The term "Common Surplus," as used herein, shall mean the excess of all receipts from Owners of Units in the Condominium, including, without limitation, assessments, rents, profits, and revenues on account of the Common Elements of the Condominium, over the amount of the Common Expenses of the Condominium. Each Unit Owner shall share the Common Expenses and shall own the Common Surplus and the Common Elements in percentage shares as set forth below. As to each A Residence Unit, including Units 308, 408, 508, 608, 708, 808, 908, 1008, 1108, 1208, 1408, 1508, 1608, 1708, 1808, 1908, 2008, and 2108, the percentage share shall be 0.449%. As to each B Residence Unit, including Units 104, 201, 202, 204, 205, 301, 302, 304, 305, 401, 402, 404, 405, 501, 502, 504, 505, 601, 602, 604, 605, 701, 702, 704, 705, 801, 802, 804, 805, 901, 902, 904, 905, 1001, 1002, 1004, 1005, 1101, 1102, 1104, 1105, 1201, 1202, 1204, 1205, 1401, 1402, 1404, 1405, 1501, 1502, 1504, 1505, 1601, 1602, 1604, 1605, 1701, 1702, 1704, 1705, 1801, 1802, 1804, 1805, 1901, 1902, 1904, 1905, 2001, 2002, 2004, 2005, 2101, 2104, and 2105, the percentage share shall be 0.484%. As to each C Residence Unit, including Units 307, 309, 407, 409, 507, 509, 607, 609, 707, 709, 807, 809, 907, 909, 1007, 1009, 1107, 1109, 1207, 1209, 1407, 1409, 1507, 1509, 1607, 1609, 1707, 1709, 1807, 1809, 1907, 1909, 2007, 2009, 2107, and 2109, the percentage share shall be 0.448%. As to each D Residence Unit, including Units 206, 300, 306, 400, 406, 500, 506, 600, 606, 700, 706, 800, 806, 900, 906, 1000, 1006, 1100, 1106, 1200, 1206, 1400, 1406, 1500, 1506, 1600, 1606, 1700, 1706, 1800, 1806, 1900, 1906, 2000, 2006, 2100, and 2106, the percentage share shall be 0.676%. As to each E Residence Unit, including Units 103, 203, 303, 403, 503, 603, 703, 803, 903, 1003, 1103, 1203, 1403, 1503, 1603, 1703, 1803, 1903, 2003, and 2103, the percentage share shall be 0.644%. As to the F Residence Unit, including Unit 102, the percentage share shall be 0.647%.

XII. MAINTENANCE, REPAIRS AND REPLACEMENTS

Responsibility for maintenance, repairs, and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

A. Unit Owner's Responsibility. Each Unit Owner shall maintain, repair and replace, at his expense: his Unit, and the fixtures, equipment and appliances comprising a part thereof, located therein or exclusively serving the same even if located outside the Unit, and including, without limitation, all doors within the Unit and those which open to the Unit from the outside, interior walls and partitions, windows and window apparatus and glass, sliding glass and screen doors, heating and air conditioning equipment within the Unit, the air conditioning compressor located outside of the Unit, and the ducts, pipes, wirings, controls and other apparatus serving only that Unit, even if located outside the Unit. Each Unit Owner shall be responsible for the cost of keeping his Limited Common Elements in a clean and orderly condition. Notwithstanding the obligation of the Unit Owners for maintenance, repair and replacement of their Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. If a Unit Owner fails to perform promptly his responsibilities of repair, maintenance and replacement, the Association shall be entitled to seek all remedies available at law, including the right to take legal action to require the Unit Owner to perform the responsibilities. The Association, in addition, shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

B. Owners Association's Responsibility. The Owners Association shall be responsible for and shall assess against and collect from the Owners of all Units in the Condominium the costs of maintaining, repairing, replacing and keeping in clean and orderly condition all of the Common Elements provided, however, that each Unit Owner shall keep his own patio or balcony clean and orderly. The Owners Association shall, at the expense of the Owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacement of or to Common Elements. The Owners Association shall be responsible for repairing and replacing all Limited Common Elements and shall assess against and collect from the Owner of all Units in the Condominium, the cost of such repair and replacement. The Owners Association shall have a reasonable right of entry into any Unit for the purpose of maintenance, repair or replacement of any Common Elements or any portion of the Unit to be maintained by the Owners Association or as necessary to prevent damage to the Common Elements or to a Unit or Units. The Owners Association shall have the right to grant permits, easements, and licenses over the Common Elements for the proper maintenance or operation of the Condominium. The Owners Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District. The Owners Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Owners Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Owners Association shall have a perpetual nonexclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

C. Maintenance and Repair Necessitated by Negligence of Unit Owners. A Unit Owner shall be responsible for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of such Unit Owner or his guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by proceeds of insurance carried by the Association. In addition, the Association shall have all rights and remedies set forth in Section A of this Article XII.

D. Association Right to Perform Remedial Maintenance. The Association shall have the right, but not the obligation to perform remedial and continuing maintenance to Units, the Limited Common Elements and other areas which are the responsibility of the Unit Owner where it has been determined by the Association that the Unit Owner having responsibility for the maintenance of the subject property has failed to properly maintain same in good condition as determined by the Association in its sole discretion. In such event, the Association shall provide written notice to the Unit Owner indicating the failure of maintenance and requesting that such failure be remedied and abated within ten (10) days thereafter. If such failure is not remedied and abated within said time period, in addition to the rights and remedies of the Association set forth in Section A of this Article XII, the Association shall have the right, but not the obligation to perform said maintenance and charge the Unit Owner for the cost of such maintenance and repair performed by the Association, or its designees.

XIII. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain. The Owners Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Owners Association shall be purchased for the benefit of the Owners Association and the Unit Owners and their Mortgagees and all policies of insurance shall be deposited with and held by the "Insurance Trustee" (as hereinafter described). A certificate evidencing a Mortgagee endorsement shall be issued to the Mortgagee of each Unit. The Owner of each Unit may, at the expense of such Owner, obtain insurance coverage against damage to and loss of the contents of the Unit, including wall coverings, floor coverings and ceiling coverings, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that each policy of such insurance purchased by a Unit Owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Owners Association, and their respective employees, agents, guests and invitees.

B. Required Coverage. The Owners Association shall purchase and carry casualty insurance covering all of the buildings and other improvements of the Condominium, including, without limitation, Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Owners Association; such insurance to include or afford protection against:

- (1) Loss or damage by fire or other hazards covered by standard extended coverage or for other perils by endorsements;
- (2) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location, and use to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage, and war risk insurance, if available. The insurance obtained pursuant to this subsection will not provide insurance coverage for wall, floor and ceiling coverings within a Unit.
- (3) Comprehensive general liability insurance in the amount of \$1,000,000 for personal injury and \$500,000 for property damage and an umbrella policy of \$1,000,000.00 for both, insuring the Owners Association, the Board of Directors, any management firm, at the discretion of the Board of Directors, and each Unit Owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the Condominium Property. This coverage shall exclude Unit Owner liability coverage for claims arising in connection with that portion of the property used and occupied exclusively by a particular Unit Owner. Such comprehensive general liability insurance shall also cover cross liability claims of one insured against the other and water damage and fire legal liability coverage. The Board of Directors shall review such limits once a year.
- (4) Workmen's Compensation insurance to meet the requirements of law;
- (5) Loss or damage by flood, to the extent, if any, required or necessitated by law, including, without limitation, the Flood Disaster Protection Act of 1973, or any similar law or regulation; and
- (6) Adequate fidelity bonding of all persons who control or disburse funds of the Owners Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Owners Association or its management at any one time. As used in this section, the term "persons who control or disburse funds of the Association"

includes, but is not limited to, those individuals authorized to sign checks, and the president, secretary, and treasurer of the Association. The Owners Association shall bear the cost of bonding.

C. Optional Coverage. The Owners Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Owners Association, in its sole discretion, may determine from time to time to be in the best interests of the Owners Association and Unit Owners, including Directors' liability insurance coverage, or as an institutional Mortgagee may reasonably require while it holds a mortgage encumbering any Unit.

D. Premiums. Premiums for all insurance obtained and purchased by the Owners Association shall be paid by the Owners Association. The cost of insurance premiums, and other incidental expenses incurred by this Owners Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as Common Expenses.

E. Additional Provisions. Any policy obtained by the Owners Association must provide for the following, if available:

- (1) Recognition of any Insurance Trust Agreements.
- (2) Waiver of the right of subrogation against Unit Owners individually.
- (3) The insurance will not be prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Owners collectively.
- (4) The policy shall be primary in the event that the Unit Owner has other insurance covering the same loss.
- (5) The policy may not be canceled or substantially modified without at least sixty (60) days prior written notice to the Owners Association and each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

F. Assured. All policies of insurance obtained and purchased by the Owners Association shall be for the benefit of the Owners Association, its members and their Mortgagees, as their interests may appear. All proceeds of insurance policies purchased by the Owners Association shall be payable to the Owners Association. The proceeds from insurance against any casualty loss shall be held for the use of the Owners Association, its members and their respective Mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Owners Association is hereby constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Owners Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

G. Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Owners Association shall be bound by the Owners Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Owners Association.

H. Insurance Trustee. The Owners Association shall have the right, but not the obligation to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Owners Association's selection of the Insurance Trustee. If the Owners Association fails or elects not to appoint such Insurance Trustee, the Owners Association will perform all obligations imposed upon such Trustee by this Declaration.

The Insurance Trustee shall be either a bank with trust powers, doing business in the State of Florida, the Board of Directors of the Owners Association or an attorney who is a member of the Florida Bar. The Insurance Trustee, if a bank or attorney, shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The duties of the Insurance Trustee, if a bank or attorney, shall be to hold such insurance policies as may be placed with it pursuant to this Article XIII, Section H and to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Owners Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. The Owners Association shall pay a reasonable fee to the Insurance Trustee, if a bank or attorney, for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder, such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their mortgagees, as their respective interests may appear, the Insurance Trustee, if a bank or attorney, may rely upon a certificate of the President and Secretary of the Owners Association, executed under oath and provided to the Insurance Trustee upon request to the Owners Association, such certificate to certify the name or names of the Owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to the Unit Owner(s) and mortgagee(s), as their

respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any Mortgage or Mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such Mortgage(s), unless the insurance proceeds represent a distribution to the Unit Owners and the mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Owner(s) of the Unit, and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

I. Application of Insurance Proceeds. The proceeds of casualty insurance paid to the Insurance Trustee shall be applied and paid as follows:

- (1) **Common Elements Only.** The proceeds paid to the Insurance Trustee for loss of or damage to real property or improvements constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the Owners of all Units, and their respective Mortgagees, as their interests may appear, in shares equal to each Unit Owners' percentage interest in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Owners Association shall deposit with the Insurance Trustee, from any Owners Association Reserve Fund which may have been established for such Common Element repair or replacement, the difference between the total cost of repairing, replacing or reconstructing such loss or damage to the Common Elements and the amount of the insurance proceeds. If no such Owners Association Reserve Fund has been established, or if any such Owners Association Reserve Fund has been established and is insufficient to pay said difference, the Owners Association shall assess the amount of the difference against, and collect it from, all Unit Owners, as a Common Expense.
- (2) **Units.** The proceeds paid to the Insurance Trustee for loss of or damage to a building, constituting Common Elements, and one or more Units thereof only, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to all Unit Owners and their respective Mortgagees, as their interests may appear, in shares equal to each Unit Owner's percentage interest in the Common Elements. If the insurance proceeds shall be insufficient to pay for the repair, replacement or reconstruction of the Common Elements and all Units which have been damaged or destroyed, the Owners Association shall assess the amount of the difference against, and collect it from all Unit Owners, as a Common Expense and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If and when insurance proceeds are paid to the Owners Association for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the Owner(s) of the Unit and the Mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Owner(s) of the Unit, and the Mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

J. Deposit to Insurance Trustee After Damage. Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Owners Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the total costs thereof, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit Owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from (i) the day on which the Insurance Trustee receives the insurance proceeds or (ii) the date of receipt of cost estimates for repair or replacement, whichever last occurs.

XIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property which shall be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Condominium Building.

- (1) **Substantial Destruction of the Building.** If seventy-five (75%) percent or more of the Units within the Condominium are totally destroyed, neither the Building nor any of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated, unless seventy-five percent (75%) of the Owners of Units agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.
- (2) **Partial Destruction to the Building.** If less than seventy-five (75%) percent of the Units within the Condominium are wholly or partially damaged and twenty-five (25%) percent of the Units remain habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed so that the Building and/or Unit(s) shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Common Elements. Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless the Condominium is terminated by virtue of substantial destruction to the Units occurring simultaneously therewith, or, by agreement in accordance with this Declaration after partial destruction to the Units.

C. Responsibility. If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance, repair and replacement is that of the affected Unit Owners, then such Unit Owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Owners Association shall be responsible for carrying out the repair and reconstruction thereof.

D. Plans and Specifications. Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed, provided that the Board of Directors of the Owners Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Certificate. The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Owners Association to determine whether or not damage or destroyed Condominium Property shall be repaired or reconstructed.

F. Construction Funds. All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Owners Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

- (1) **Owners Association.** If the total funds assessed against and collected from Unit Owners by the Owners Association for payment of repair and reconstruction costs is more than \$100,000.00, then all such sums shall be deposited by the Owners Association with and disbursed by the Insurance Trustee. In all other cases the Owners Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.
- (2) **Insurance Trustee.** The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Owners Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:
 - (a) **Unit Owner.** The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all Unit Owners, shall be paid by the Owners Association to the affected Unit Owners and, if any of such Units are mortgaged, to the Unit Owners and their Mortgagees jointly.
 - (b) **Owners Association — Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Owners Association is less than One Hundred Thousand and No/100 Dollars (\$100,000.00), then the Construction fund shall be disbursed in payment of such costs upon the order of the Owners Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the Construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

- (c) **Owners Association — Major Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Owners Association is more than One Hundred Thousand and No/100 Dollars (\$100,000.00), then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Owners Association and upon approval of an architect registered to practice in Florida and employed by the Owners Association to supervise the work.
- (d) **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessment paid by such owner into the construction fund shall not be made payable to any Mortgagee.
- (e) **Certificate.** Notwithstanding the provisions herein, the Insurance Trustee, if a bank or attorney, shall not be required to determine whether or not assessments paid by Unit Owners shall be deposited by the Owners Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Owners Association or upon approval of an architect or otherwise, 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. Instead, the Insurance Trustee may rely upon a certificate of the Owners Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid, provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Owners Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Owners Association shall be first obtained by the Owners Association.

XV. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with and subject to the following provisions so long as the Condominium exists:

A. Units. Each of the Units shall be occupied only by a single family, its servants and guests or lessees, as a residence and for no other purposes. Except as the right to divide and subdivide is permitted under Article XXI of this Declaration, no Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

B. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

C. Nuisances. No immoral, noxious, offensive or unlawful activity shall be carried on within the Condominium Property nor shall anything be done therein or thereon which may be or become an annoyance to Unit Owners, their guests or invitees. No nuisance shall be permitted within the Condominium Property nor shall any use or practice be permitted which is or becomes a source of annoyance to Unit Owners or which interferes with the peaceful use and possession thereof by the Unit Owners. Additionally, nothing shall be done or maintained on any Unit, or upon any Common Elements or Limited Common Elements, which will increase the rate of insurance on any Unit, or the Common Elements, Limited Common Elements or other portions of the Condominium Property, or result in the cancellation thereof. Nothing shall be done or maintained in any Unit, upon the Common Elements or Limited Common Elements, which will be in violation of any law, ordinance, statute, regulation, or rule of any governmental authority having jurisdiction over the Condominium Property or portion thereof or in violation of any provision of this Declaration, the Articles or Bylaws as they may be amended from time to time or in violation of any rules and regulations which may be promulgated by the Board of Directors of the Association from time to time, as elsewhere provided herein. No waste shall be committed in any Unit, the Common Elements, the Limited Common Elements or any other portion of the Condominium Property.

Notwithstanding the foregoing, each Unit Owner hereby acknowledges that all activities undertaken by Developer, Developer's affiliates, their respective lessees, licensees and designees shall be deemed as not constituting a nuisance and such activities and the parties performing them shall be specifically exempted from this provision.

D. Leasing. Entire Units, but not less than entire Units, may be leased for minimum term of one (1) month; provided occupancy is only by the tenant and his family, servants and guests. The form of lease is subject to approval by the Association. The Unit Owner and the tenant will be jointly and severally liable to the Association for any damage to Condominium Property and to pay any claim for injury or damage to property caused by the negligence of the tenant.

E. Parking.

- (1) Parking areas are solely for those vehicles authorized by the Declaration and the rules and regulations of the Association, as promulgated and amended from time to time. No vehicle prohibited by any of the aforementioned rules and regulations shall be permitted to be parked or stored at any place on the Condominium Property. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours.
- (2) No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.
- (3) Vehicles shall only be washed in designated vehicle wash areas, if any.

F. Antennae. No aerial or antenna or satellite dish or disc shall be erected or maintained on or about the exterior of any Unit, without the express written consent of the Developer or the Association.

G. No Signs. No signs of any kind shall be exhibited in any way on the Land other than those placed or erected by the Developer or its successor, or which have been approved, in writing, by the Developer, or by the Owners Association after transfer of control of the Condominium to the Unit Owners as provided in the Articles of Incorporation of the Owners Association.

H. Use of Units. No Unit may be used for commercial purposes, except that, until all Units have been conveyed by Developer, Developer reserves the right to use a Unit as a model and/or sales office.

I. Balconies/Terraces. No carpeting shall be permitted on balconies or terraces and nothing shall be placed on balcony railings. Any screen enclosures shall be of uniform design and subject to the prior approval of the Owners Association.

J. Pets. No pets shall be permitted to reside in any Unit or allowed on the Condominium Property except by prior written consent of the Board of Directors of the Association. No Unit Owner shall have more than two (2) pets in any Unit. Owners maintaining pets on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of, any damage to persons or property resulting therefrom.

K. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board; provided, however, that all such regulations and amendments thereto may be changed or revoked by two-thirds of the Unit Owners, who are present at any meeting at which a quorum exists. The Board shall have the power to grant variances to the rules and regulations from time to time. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

L. Rights of the Developer. Until Developer has completed and sold all of the Units, neither the Unit Owners nor the Owners Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land, and the display of signs, provided such rights shall not be exercised in an unreasonable manner; and further provided, that Developer retains the right, so long as it holds fee simple title to any Unit in the Condominium, to establish a plan for leasing any Unit or Units in the Condominium, whether such Unit or Units be owned by it or not which Unit Owners could elect to participate in, at their option, and thereafter to administer such plan for voluntarily participating Unit Owners on such terms as Developer may provide. Notwithstanding the foregoing, the Developer does not reserve the right to sell Units subject to any such lease.

M. Additional Use Restrictions. The use of each Unit shall be further subject to those certain use restrictions contained in the Master Declaration.

XVI. COMPLIANCE AND DEFAULT.

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Owners Association and Master Association and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Copies of each of these documents, and all other relevant Owners Association documents shall be retained for inspection at the office of the Owners Association, or at such other place in Volusia County, Florida, as Developer may designate from time to

time. Failure of the Unit Owner to comply therewith shall entitle the Owners Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Right to Enforce. The Owners Association shall have the primary right to enforce the covenants contained herein, in the Master Declaration and the Rules and Regulations, including the right to impose fines as are authorized by said Rules and Regulations. The right to enforce the covenants contained in herein and in the Master Declaration, Rules and Regulations and the Rules and Regulations of the Master Association shall not preclude enforcement by the Master Association.

B. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

C. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

D. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, the Covenants, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XVII. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Owners Association has been granted the right to make, levy and collect assessments against the Owners of all Units. The following provisions shall govern the making, levying and collecting of such assessments; the payment of the costs and expenses of operating and managing the Condominium and the property owned by the Owners Association.

A. Determination of Assessments. Each Unit Owner shall pay to the Owners Association the percentage share of the total assessments as deemed necessary by the Board of Directors for the operation of the Condominium Property and the Common Elements.

B. Time for Payment. The assessment levied against the Owner of each Unit and his Unit shall be payable monthly on the first day of each calendar month or in a manner as shall from time to time be fixed by the Board as permitted by the Condominium Act.

C. Annual Budget of Association.

- (1) **In General.** Subject to the requirements of the Condominium Act and the Bylaws, the Board shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. The Annual Budget shall also include funds to be used for the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit Owner shall, however, not affect the liability of such Owner for such assessment. Should the Board at any time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. Reserve Fund. The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units. Capital expenditures payable from this reserve account shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing, if applicable. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item.

E. Use of Owners Association Funds. All monies collected by the Association, shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and Bylaws. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common

Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

F. Delinquency or Default. The payment of any assessment or installment thereof due to the Owners Association, shall be in default if not paid to the Owners Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the highest rate allowed by law until the same, and all interest due thereon, has been paid in full. A late charge may be assessed in such amounts as may be determined from time to time by the Board.

G. Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Owners Association for the payment of all assessments, whether the assessment be regular or special; interest and late charges on such delinquent assessments or installments thereof as above provided; and for all cost of collecting the assessments and interest thereon, including reasonable attorney's fees, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

H. Liability Not Subject to Waiver. No Owner of a Unit may exempt himself from liability for any assessment levied against such Owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

I. Lien for Assessment. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements or Limited Common Elements which lien shall and does secure the monies due for all: (1) assessments levied against the Owner(s) of and each Unit, and (2) interest, if any, which may become due on delinquent assessments owing to the Owners Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Owners Association in enforcing its lien upon the Unit and its appurtenances, including those which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure (4) any and all late fees incurred and unpaid. The lien granted to the Owners Association may be established and foreclosed in the Circuit Court in and for Volusia County, Florida, and in any suit for the foreclosure of said lien, upon approval by the Court, the Owners Association shall be entitled to rental from the Owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. If the Court requires payment of rent, it is agreed that the rental required to be paid shall be equal to the rental charged on comparable types of Units in Volusia County, Florida.

J. Recording and Priority of Lien. The claim of lien of the Owners Association shall be effective from and relate back to the date of recording of this Declaration, except as to first mortgages of record, in which event the claim of lien shall be effective from and after recording, in the Public Records of Volusia County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record Owner, the amount and the date when due. All claims of lien shall continue in effect for a period of one (1) year from the date of recording unless, prior to the expiration of such one (1) year period, the Association commences foreclosure proceedings. Such claims of lien shall include assessments which are due and payable when the claim of lien is recorded and assessments coming due subsequent to the date of recording said claim of lien, plus interest, costs, attorney s fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Owners Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Owners Association shall be subordinate to the lien of any first mortgage recorded prior to the claim of lien.

K. Effect of Foreclosure or Judicial Sale. In the event that any person, firm, partnership or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such person, firm or corporation so acquiring title shall be liable and obligated for assessments or common expense which became due prior to the mortgagee's acquisition of title; however, a first mortgagee's liability for assessments or common expense accruing prior to acquisition of title is limited to assessments or common expenses accruing within a period not exceeding six (6) months prior to acquisition of title and; provided, further, the first mortgagee's liability shall not exceed one percent (1.0%) of the original mortgage debt and; further, that the first mortgagee shall be liable and obligated for assessments and common expenses, as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Units as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collections of such payment by means other than foreclosure.

L. Effect of Voluntary Transfer. When the Owner of any Unit proposes to lease, sell, or mortgage the Unit, the Owners Association, upon written request of the Owner of such Unit, shall furnish to the proposed lessee, purchaser or Mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Owners Association by the Owner of such Unit. Such statement shall be executed by any officer of the Owners Association and any lessee, purchaser or Mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Owners Association shall be bound by such statement. The Owners Association shall have the option of imposing such fees as may be allowed by statute for providing such information.

In the event that a Unit is to be leased, sold, or mortgaged at the time when payment of any assessment against the Owner of the Unit and Unit due to the Owners Association shall be in default (whether or not a claim of lien has been recorded by the Owners Association) then the rent, proceeds of such sale, or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser, or Mortgagee first to payment of any then delinquent assessment or installment thereof due to the Owners Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Unit responsible for payment of such delinquent assessment. The party acquiring title shall pay the amount owed to the Owners Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Owners Association to record a claim of lien against the Unit and proceed in the same manner as provided in this section for the collection of unpaid assessments.

M. Liability for Assessments. In any conveyance of a Unit (except for limitations applying in conveyances in lieu of foreclosure and judicial sale, as provided in subparagraph K of this Article XVII), the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Owners Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

XVIII. REGISTRY OF OWNERS AND MORTGAGEES.

The Owners Association shall at all times maintain a Register of the names of the Owners and Mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Owners Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The Owner of each Unit encumbered by a mortgage shall notify the Owners Association of the name and address of the Mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgages encumbering a Unit may notify the Owners Association of any such mortgage(s), and upon receipt of such notice, the Owners Association shall register in its records all pertinent information pertaining to the same.

XIX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

A. Developer's Rights. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the common expenses of the Condominium, and owns the common surplus of the Condominium unless the Owner of the Unit and all record owners of liens on the Unit join in the execution of the amendment and unless all the record Owners of all other Units in the Condominium approve the amendment.

B. Rights of Unit Owners and Owners Association. Except for the rights of the Developer reserved in Section A of this Article XIX above and except for the right of the Unit Owner to construct the interior finishing of that portion of the Unit which is not visible from the Common Elements, neither a Unit Owner nor the Owners Association shall make any alterations, improvements or additions to Units, Common Elements, Limited Common Elements, or the Condominium Building unless all required approvals, as hereinafter provided, are first obtained.

- (1) **Interior Alterations.** With regard to any alterations, improvements, or additions of any kind or nature, to a Unit or Limited Common Element, which affects or is visible, from the common elements, including, but not limited to, removing, in whole or in part, replacing, rerouting, or otherwise affecting any column, bearing wall or partition, pipe, duct, wire or conduit, or obstructing any easement herein provided for, the Unit Owner shall be required to submit plans for such alteration, improvements or additions to the Owners Association Board for prior approval. The Owners Association Board may request additional information from the Unit Owner prior to issuing its approval or disapproval of the submitted plans. The Owners Association Board shall be required to approve or disapprove the proposed plans within thirty (30) days of submission of the same by the Unit Owner. In the event the Owners Association fails to approve or disapprove said plans within said thirty (30) day period, the Board shall be deemed to have approved the plans.
- (2) **Exterior Alterations.** With regard to any alterations, modification, improvements or additions which shall: (1) remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment, or appliance in or on an exterior Unit or building wall, or (2) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters, which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (3) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any

protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, (4) otherwise change, modify, or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings, of the same type, or (5) otherwise affect or be visible from the exterior of the Condominium Building, the Unit Owner or Owners Association, whichever is applicable, shall be required to obtain approval from the Owners Association as more fully set forth below:

- (a) **Owners Association.** The Unit Owner shall be required to submit plans for such alteration, improvements or additions to the Board of Directors of the Owners Association for prior approval. The Owners Association Board may request additional information from the Unit Owner prior to issuing its approval or disapproval of the submitted plans. The Owners Association Board shall be required to approve or disapprove the proposed plans within thirty (30) days of submission of the same by the Unit Owner. In the event the Owners Association fails to approve or disapprove said plans within said thirty (30) day period, the Board shall be deemed to have approved the plans.
- (b) **Hurricane Shutters.** The Owners Association Board shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the Volusia County building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

In any litigation or other dispute arising out of this Article and if the Owners Association shall be the prevailing party, it shall be entitled to reimbursement of its costs incurred in the litigation or dispute, including, without limitation, reasonable attorneys' fees.

XX. TERMINATION.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

A. Destruction. In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Unit Owners of the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Mortgagees and other Mortgagees approved by the Owners Association. If the proposed termination is submitted to a meeting of the members of the Owners Association, the notice of which meeting gives notice of the proposed termination, and if the approval of 75% of the Owners of Units, and of the record owners of all mortgages upon Units in the Condominium are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Units of the dissenting Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

- (1) **Exercise of Option.** The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased of an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
- (2) **Price.** The sales price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Owners Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Owners Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- (3) **Payment.** The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.
- (4) **Closing.** The sale shall be closed within ten (10) days following the determination of the sales price.

C. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Owners Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Volusia County, Florida.

D. Shares of Owners After Termination. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Owners Association as tenants in Common in undivided shares, and their respective Mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owner's Units prior to the termination as set forth elsewhere herein.

E. Amendment. Except as to those matters addressed in Sections 718.110(4) and (8), Florida Statutes, amendment to this Declaration must be approved by the Owners of not less than two-thirds of the Units.

XXI. CONDEMNATION.

A. General. Whenever all or any part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Owners Association. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Owners Association, as hereinafter provided in this Article XXI.

B. Units. If the taking includes one or more Units, or any part or parts thereof, whether or not there is included in the taking any part of the Common Elements, then the award shall be disbursed as provided by law. All related matters, including, without limitation, alteration of the percentage shares of undivided interest of the Owners in the Common Elements, shall be handled pursuant to and in accordance with the consent of all Owners (or such lesser number of Owners as may then be prescribed by the Condominium Act for the purpose of altering the percentage shares of undivided interest of the Owners in the Common Elements) expressed in a duly recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided elsewhere herein whereupon the development may be terminated in the manner herein prescribed.

C. Common Elements. If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Owners Association. The Owners Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

XXII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

A. Lease. So long as Developer, or any Mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, provided, however, that any such Unit may be leased for minimum term of one (1) month; that occupancy is only by the tenant and his family, servants and guests; and that the form of lease is subject to approval by the Association.

B. Resale. So long as the Developer or its designee maintains a sales office for Developer's unsold Units:

- (1) No Unit Owner shall permit to be erected on his/her Unit any sign advertising any unit or dwelling for sale;
- (2) No Unit Owner may sell or resell any Unit unless he/she shall first offers to sell such Unit to the Developer or its designee at the same price and on the same terms and conditions at which said Unit Owner is willing to sell; and
- (3) Such Unit Owner shall offer to grant the Developer or a licensed broker designated by Developer a six (6) month exclusive brokerage listing for such Unit.

This Paragraph shall not apply to a bank or lending institution sale in foreclosure, arising as a result of and in compliance with the terms or order of the Court by reason of a judgment of foreclosure, but shall apply to any subsequent sale by the successful bidder therein, other than the foreclosing bank or lending institution, which shall not be bound by said restriction on resale.

XXIII. RIGHTS OF MORTGAGEES.

Any Mortgagee of a Condominium Unit who makes a request in writing to the Owners Association for the items provided in this section shall have the following rights:

- (1) To be furnished with at least one (1) copy of the annual financial statement and report of the Owners Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within sixty (60) days following the end of each fiscal year.
- (2) To be given written notice by the Owners Association of the call of a meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of Owners Association, which notices shall state the nature of the amendment being proposed.
- (3) To be given notice of default by any member owning any Unit encumbered by a mortgage held by such Mortgagee of the Unit Owner's obligations under this Declaration which is not cured within thirty (30) days, such notice to be given in writing and to be sent to the principal office of such Mortgagee or to the place which it or they may designate in writing to the Owners Association.
- (4) To be given an endorsement to the insurance policies covering the Common Elements requiring that such Mortgagee be given any notice of cancellation provided for in such policy.
- (5) Mortgagees shall have the right to examine the books and records of the Owners Association upon reasonable notice during ordinary working hours.

XXIV. MISCELLANEOUS.

A. Security Disclaimer. NEITHER THE ASSOCIATION, DEVELOPER OR THEIR RESPECTIVE OFFICERS, BOARDS OF DIRECTORS, EMPLOYEES, AGENTS, OR SUCCESSORS SHALL IN ANY MANNER BE DEEMED TO BE INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM PROPERTY. NEITHER THE ASSOCIATION, THE DEVELOPER OR SUCCESSORS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE THE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

EACH OWNER AND OCCUPANT OF ANY UNIT, AND THEIR RESPECTIVE GUESTS, TENANTS, AND INVITEES, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, DEVELOPER, THEIR BOARDS OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, SUCCESSORS AND DESIGNEES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT AND THEIR RESPECTIVE GUESTS, TENANTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND IMPROVEMENTS THEREON AND TO THE CONTENTS OF UNITS. EACH OWNER AND OCCUPANT OF ANY UNIT AND THEIR RESPECTIVE GUESTS, TENANTS AND INVITEES ACKNOWLEDGES AND UNDERSTANDS THAT OCEANS GRAND, A CONDOMINIUM IS WITHIN THE JURISDICTIONAL LIMITS OF VOLUSIA COUNTY, FLORIDA AND SERVICED BY THE SHERIFF'S DEPARTMENT OF VOLUSIA COUNTY WHO WILL BE RESPONSIBLE FOR THE SAFETY OF THE OWNERS AND ALL OCCUPANTS OF UNITS. ALL OWNERS ARE ADVISED TO NOTIFY THE SHERIFF'S DEPARTMENT OF VOLUSIA COUNTY OF ANY AND ALL HOME, SAFETY AND PROPERTY EMERGENCIES IN OCEANS GRAND, A CONDOMINIUM.

B. Rights to the St. John's River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System. Any amendment to the Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

C. Severability. The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Owners Association shall not affect the validity of the remaining portions thereof.

D. Applicability of Declaration of Condominium. All present or future Owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

E. Construction. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act as amended to the date hereof is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

F. Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon

Developer, its successors and assigns, and upon all parties who may subsequently become Owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its duly authorized officer on the date set forth above.

Signed, sealed and delivered
 in the presence of:
[Signature]
 Print Name: AND M. WAKELY

[Signature]
 Print Name: Corrie Rappaport

OCEANSGRAND, L.L.C., a Delaware limited liability company

By: New Boston Oceans Grand Limited Partnership,
 a Delaware limited partnership

Its: Managing Member

By: New Boston Fund IV, Inc., a Delaware corporation

Its: General Partner

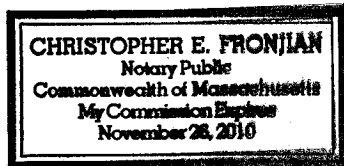
Name: **Jerome L. Rappaport, Jr.**
President

Its: _____

Address: 60 State Street, Suite 1500
 Boston, Massachusetts 02109-1803

STATE OF MASSACHUSETTS)
) ss
 COUNTY OF SUFFOLK)

The foregoing Declaration of Condominium was acknowledged before me this 27th day of February 2006, by Jerome L. Rappaport Jr., the President of New Boston Fund IV., Inc., a Delaware corporation, the General Partner of New Boston Oceans Grand Limited Partnership, a Delaware limited partnership, the Managing Member of Oceans Grand, LLC, a Delaware limited liability company, who is personally known to me ~~or who has produced~~ _____ as identification.



[Signature]
 Notary Public, State of Massachusetts

Name: Christopher Fronjian
 My Commission Expires: 11/26/2010
 My Commission Number is: _____

EXHIBIT "A"
Legal Description of Land

Part of Blocks 'E' and 'F', and part of vacated Lantana Street, McElroy's Belleville Subdivision, as recorded in Map Book 11, Page 98, Public Records of Volusia County, Florida, and being more particularly described as follows:

FROM A POINT OF REFERENCE, being a point 1,111 feet more or less west and 25 feet north of the southeast corner of Section 27, Township 15 South, Range 33 East, being also a point on the easterly line of South Peninsula Drive, an 80 feet street as presently established;

RUNNING THENCE North 21° 48' 00" West along said easterly line, a distance of 348.01 feet to the point of curvature of a curve concave westerly;

THENCE along said curve to the left having a radius of 2,911.79 feet and a central angle of 05° 34' 00", an arc distance of 282.90 feet to the point of tangency thereof;

THENCE continue along said easterly line of South Peninsula Drive North 27° 22' 00" West a distance of 164.25 feet;

THENCE departing said easterly line, running North 65° 33' 14" East, 105.90 feet to the point of BEGINNING;

THENCE continue North 65° 33' 14" East, 314.00 feet to a point;

THENCE North 24° 26' 46" West, 415.17 feet to a point;

THENCE North 69° 26' 46" West. 63.64 feet to a point;

THENCE South 65° 33' 14" West, 269.00 feet to a point;

THENCE South 24° 26' 46" East, 460.17 feet to the Point of BEGINNING, containing 3.30 acres more or less.

EXHIBIT "B"

Survey

Surveyor's Certification

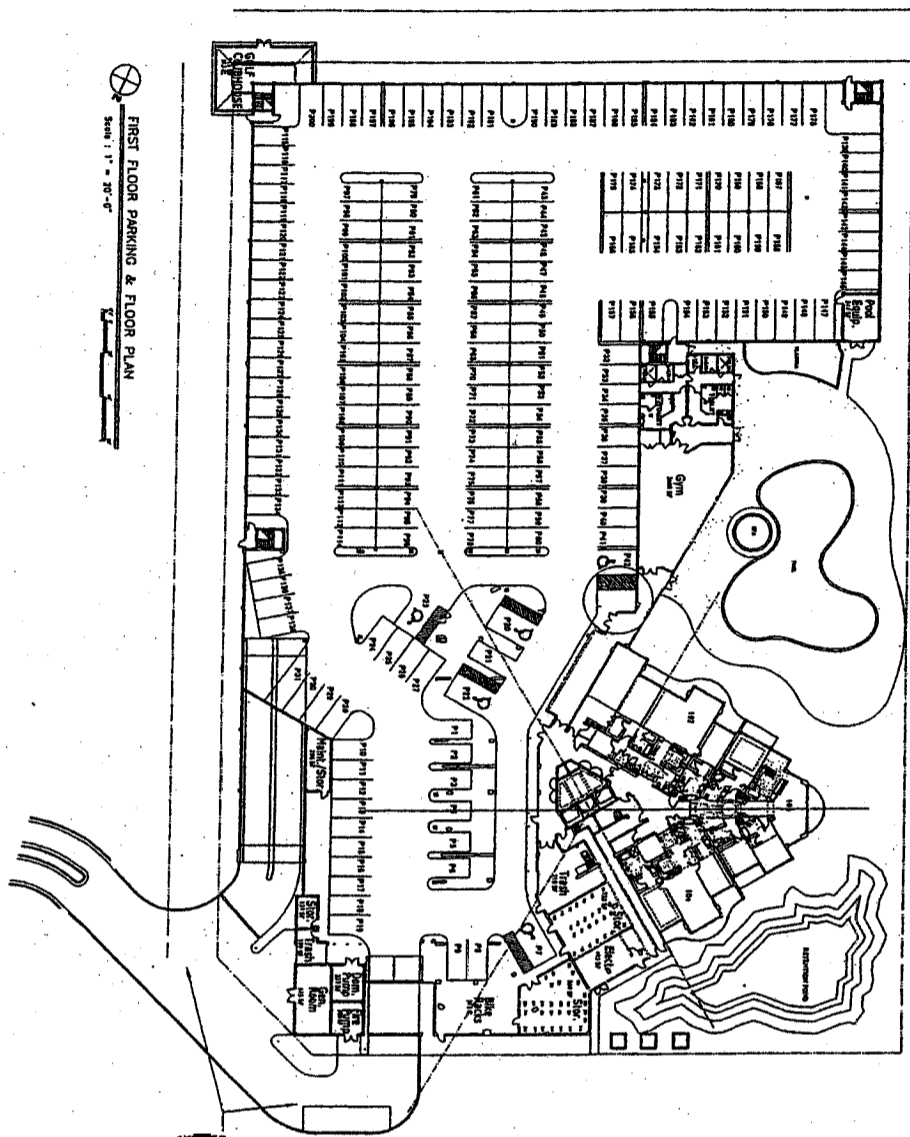
This is to certify that the construction of the improvements in Oceans Grand, a Condominium is substantially complete so that this material, together with the provisions of the Declaration describing the Condominium Property and Exhibits A, B, B-2 and C are an accurate representation of the location and dimensions of the improvements so that the Common Elements and each Unit can be determined from these materials.

EXHIBIT "B-2"

Site Plan

EXHIBIT B

Instrument# 2006-058950 # 23
Book: 5782
Page: 4524



FIRST FLOOR PARKING & FLOOR PLAN
Scale: 1" = 20'-0"

General Notes:
 All improvements shown are proposed.
 All dimensions shown are in feet and inches.
 All elevations shown are in feet above mean sea level.
 All utility lines shown are in accordance with the latest available records.
 All utility lines shown are in accordance with the latest available records.

All improvements shown are proposed.

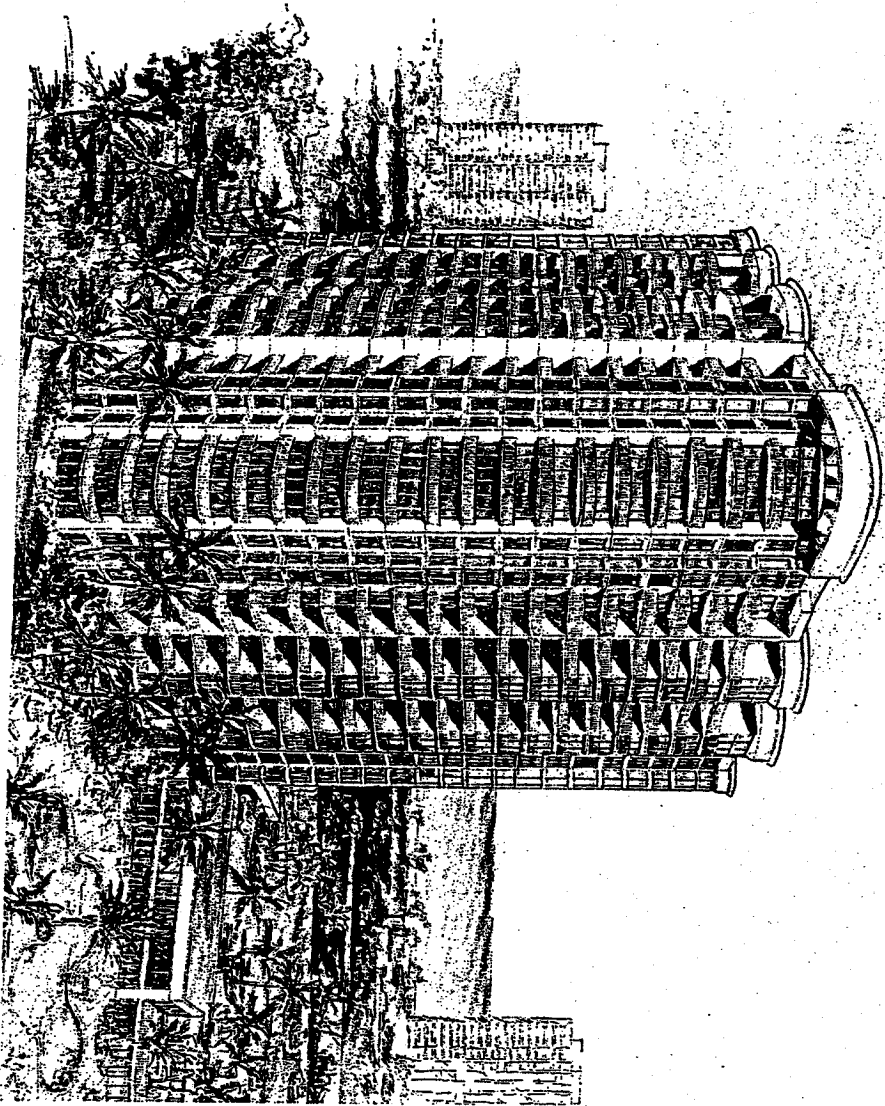


<p>DATE: 04/20/06 DRAWN: J.E.P. CHECKED: J.E.P. SCALE: AS SHOWN</p>	<p>PROJECT: JESSON, 1140 ADDRESS: 1140 JESSON AVENUE, SUITE 100, FORT WORTH, TEXAS 76104 CLIENT: JESSON, 1140 PROJECT NO: 1140</p>	<p>DESIGNER: J.E.P. J.E.P. J.E.P.</p>	<p>REVISIONS: NO. DESCRIPTION DATE</p>	<p>DATE: 04/20/06 DRAWN: J.E.P. CHECKED: J.E.P. SCALE: AS SHOWN</p>	<p>SEWER: JOHN T. GARDNER & SONS, INC. 1100 W. 10TH STREET, SUITE 100 FORT WORTH, TEXAS 76104 A Subsidiary of ocean's Grand A Subsidiary of Ocean's Grand Shows, Florida</p>	<p>REGISTERED ARCHITECT J.E.P. J.E.P. J.E.P.</p>
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EXHIBIT "C"

Graphic Depiction of the Improvements

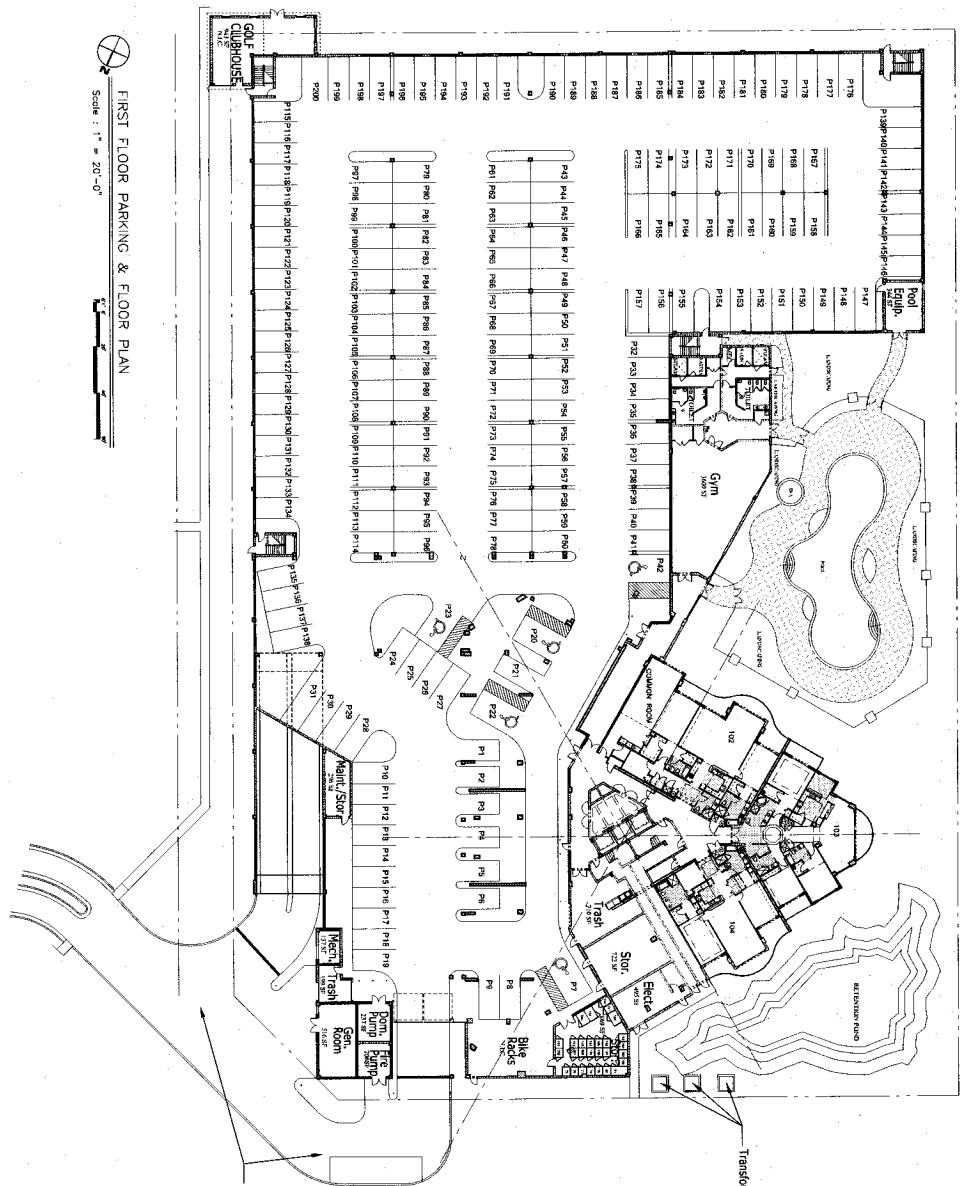
EXHIBIT C



Adache Grand
A CONDOMINIUM
Daytona Beach Shores, Florida

ADACHE GROUP ARCHITECTS, INC.
FT. LAUDERDALE, FLORIDA

<p>DATE: 08/01/09 SCALE: 1/8" = 1'-0" PROJECT: ADACHE GRAND CONTRACT NO.: 09-10-1258</p>	<p>PROJECT ARCHITECT TEAM ARCHITECT: ADACHE GROUP ARCHITECTS, INC. 1000 N. UNIVERSITY BLVD., SUITE 1000 FORT LAUDERDALE, FLORIDA 33304 TEL: 954.776.1111 FAX: 954.776.1112 ARCHITECT: ADACHE GROUP</p>	<p>REGISTERED ARCHITECT R. A. ADACHE</p>	<p>REGISTERED ARCHITECT ADACHE GROUP ARCHITECTS, INC. 1000 N. UNIVERSITY BLVD., SUITE 1000 FORT LAUDERDALE, FLORIDA 33304 TEL: 954.776.1111 FAX: 954.776.1112</p>	<p>REGISTERED ARCHITECT ADACHE GROUP ARCHITECTS, INC. 1000 N. UNIVERSITY BLVD., SUITE 1000 FORT LAUDERDALE, FLORIDA 33304 TEL: 954.776.1111 FAX: 954.776.1112</p>	<p>REGISTERED ARCHITECT ADACHE GROUP ARCHITECTS, INC. 1000 N. UNIVERSITY BLVD., SUITE 1000 FORT LAUDERDALE, FLORIDA 33304 TEL: 954.776.1111 FAX: 954.776.1112</p>
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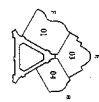


FIRST FLOOR PARKING & FLOOR PLAN
 Scale: 1" = 20'-0"

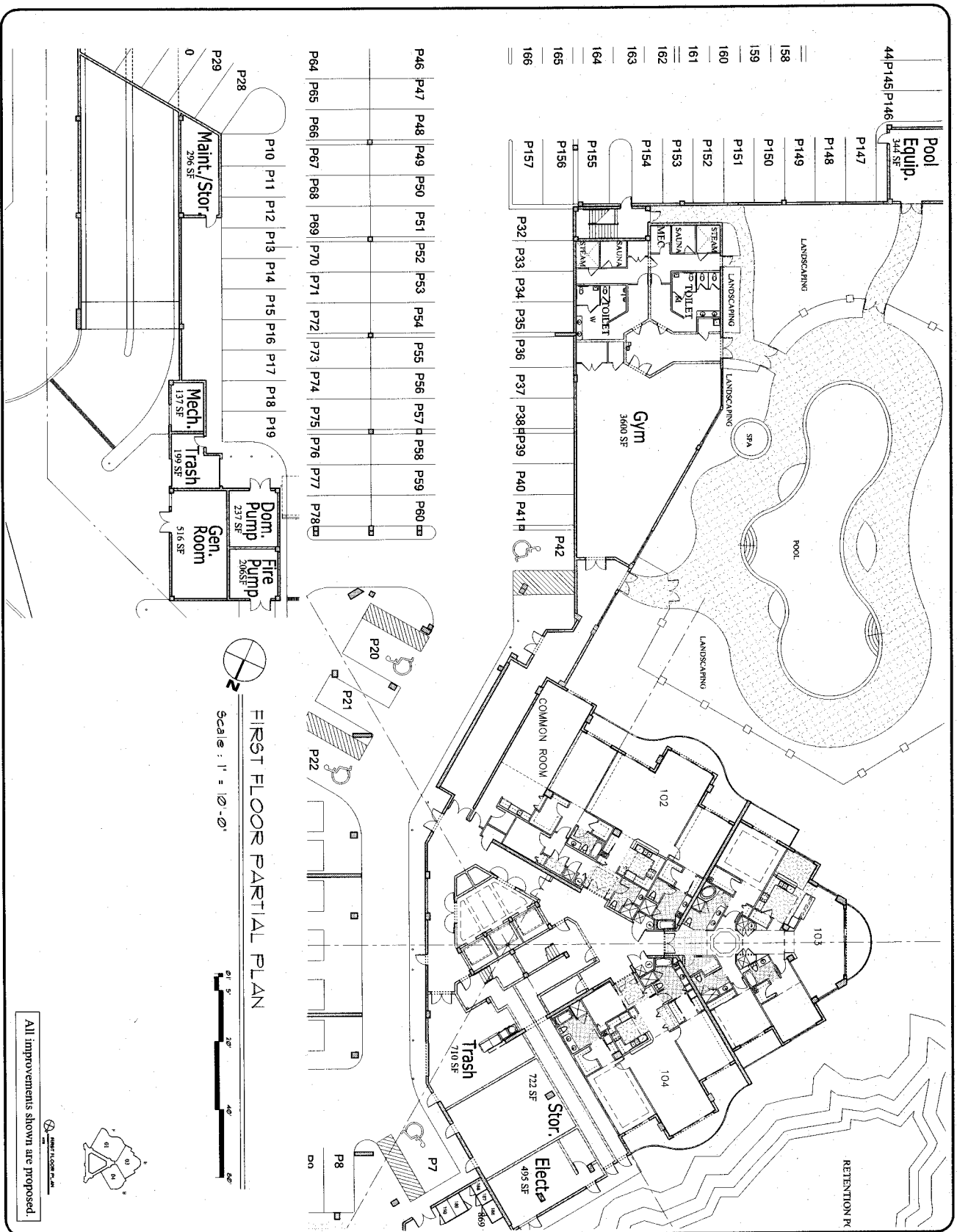
Common Elements:
 All improvements shown including links and Limited Common Elements are Common Elements.
 265 Garage Parking Spaces
 265 Storage Units
 Motors attached to each Unit

This drawing is to be prepared by the City of Dallas. The City of Dallas is not responsible for the accuracy of the information shown on this drawing.

All improvements shown are proposed.

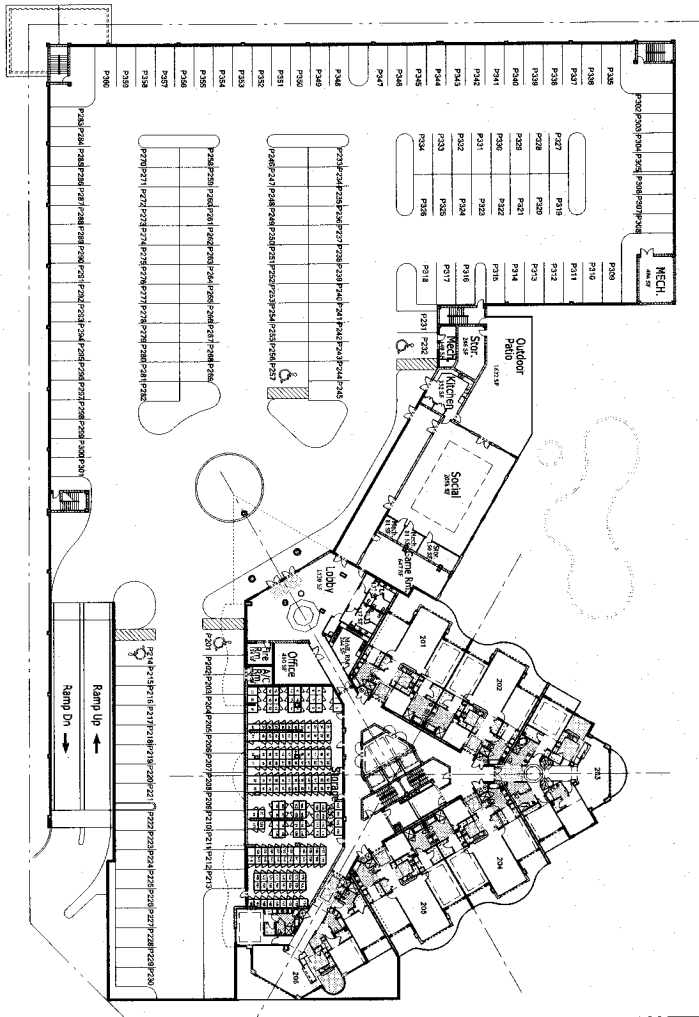


<p>PROJECT DESIGN TEAM</p> <p>ARCHITECT JENSEN PARTNERS, INC. 2000 WEST FAULCON BLVD., SUITE 200 FORT WORTH, TEXAS 76102 PHONE: 817.339.2222 FAX: 817.339.2222</p> <p>LANDSCAPE ARCHITECTS JENSEN PARTNERS, INC. 2000 WEST FAULCON BLVD., SUITE 200 FORT WORTH, TEXAS 76102 PHONE: 817.339.2222 FAX: 817.339.2222</p> <p>M.E. ENGINEER JENSEN PARTNERS, INC. 2000 WEST FAULCON BLVD., SUITE 200 FORT WORTH, TEXAS 76102 PHONE: 817.339.2222 FAX: 817.339.2222</p> <p>ARCHITECTURAL ENGINEER JENSEN PARTNERS, INC. 2000 WEST FAULCON BLVD., SUITE 200 FORT WORTH, TEXAS 76102 PHONE: 817.339.2222 FAX: 817.339.2222</p>	<p>OWNER JOHN T. CULLUM & JOHN, INC. 1000 WEST FAULCON BLVD., SUITE 200 FORT WORTH, TEXAS 76102 PHONE: 817.339.2222 FAX: 817.339.2222</p> <p>ocean's Grand A Condominium 2650 South Street, Fort Worth, Texas</p>	<p>DATE: 11/11/06</p> <p>EXTENSIONS:</p> <p>ISSUED DATE: 11/11/06</p> <p>DATE: 11/11/06</p> <p>SHEET TITLE: Site Plan First Floor Plan</p> <p>DATE: 11/11/06</p> <p>SCALE: 1" = 20'-0"</p> <p>DATE: 11/11/06</p> <p>SCALE: 1" = 20'-0"</p> <p>DATE: 11/11/06</p> <p>SCALE: 1" = 20'-0"</p> <p>DATE: 11/11/06</p> <p>SCALE: 1" = 20'-0"</p>	<p>SHEET NO.: A-07</p>
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All improvements shown are proposed.

<p>PROJECT DESIGN TEAM ARCHITECT: [Firm Name] LANDSCAPE ARCHITECTS: [Firm Name]</p>	<p>M.P. ENGINEER PROFESSIONAL ENGINEER</p>	<p>OWNER: JOHN T. CULBERT & SONS, INC. 1401 W. 15th Avenue, Suite 200 Fort Lauderdale, FL 33304 Phone: (954) 575-4444</p> <p>DESIGNER: A Consultant Daytona Beach Shores, Florida</p>	<p>REVISIONS</p> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>																					<p>SHEET TITLE First Floor Partial Plans</p>	<p>DATE: 12/20/06 SCALE: 1/8" = 1'-0" DATE: 12/20/06</p> <p>DATE: 12/20/06 SCALE: 1/8" = 1'-0" DATE: 12/20/06</p> <p>DATE: 12/20/06 SCALE: 1/8" = 1'-0" DATE: 12/20/06</p>





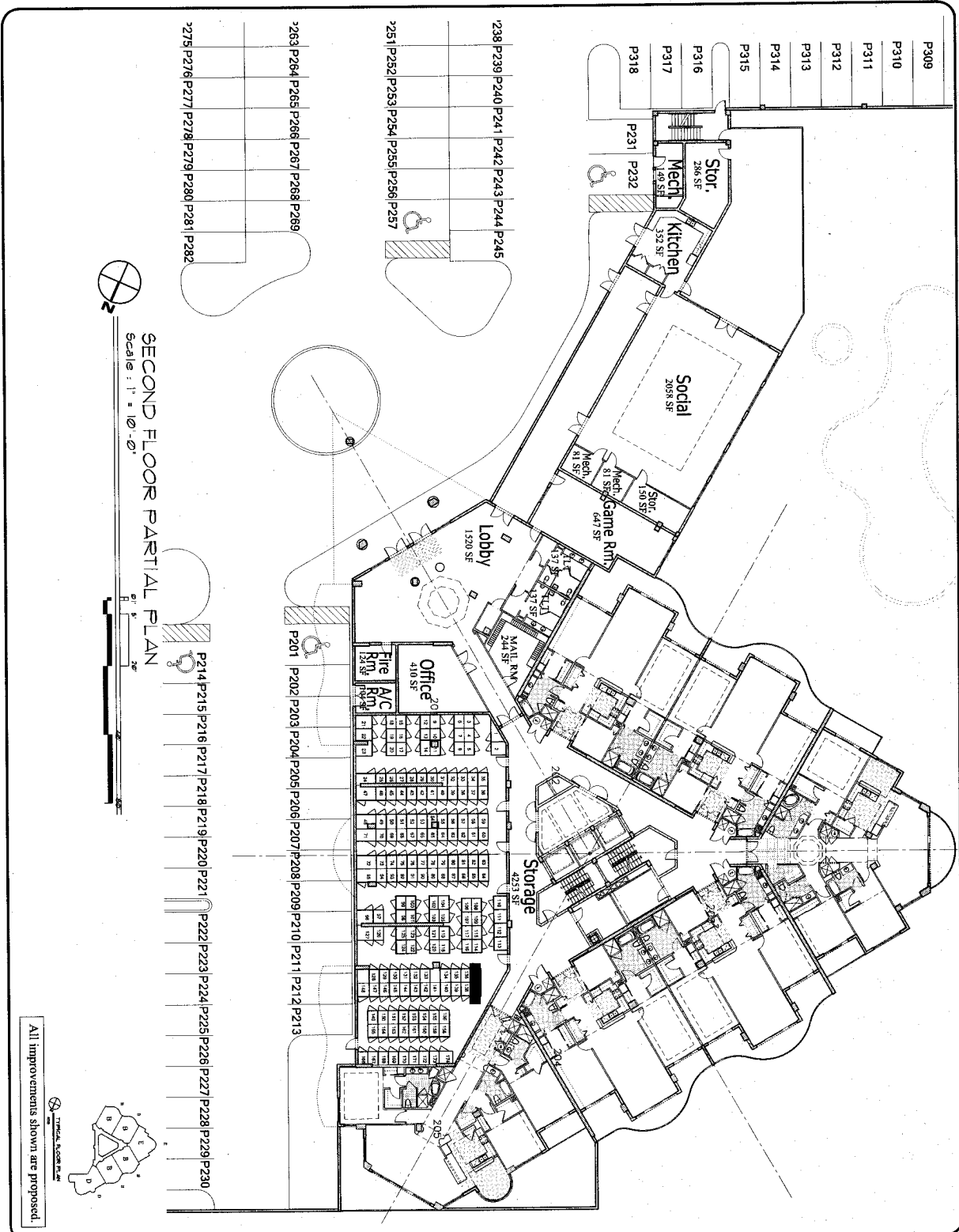
 SECOND FLOOR PARKING & FLOOR PLAN
 Scale: 1" = 20'-0"



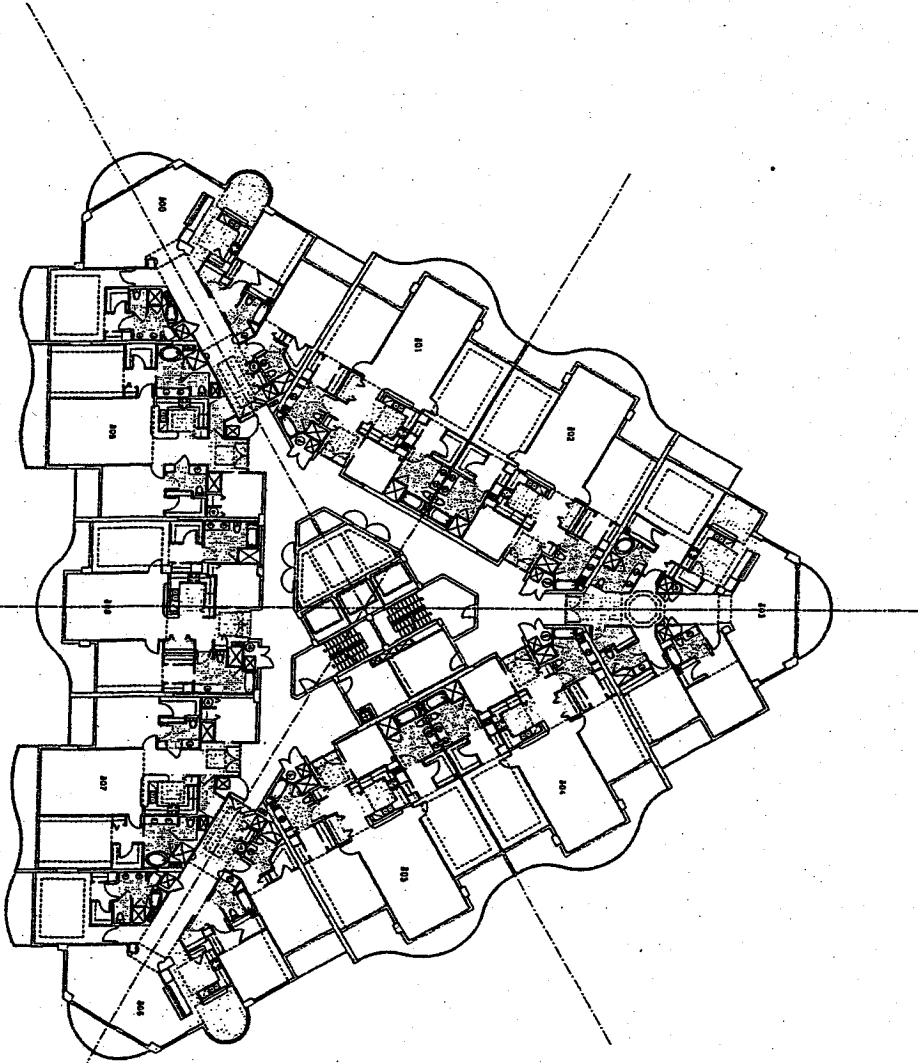
All improvements shown are proposed.



<p>PROJECT ARCHITECT TEAM ASSOCIATES ARCHITECT GROUP ASSOCIATES, INC. 1700 UNIVERSITY AVENUE, SUITE 1100 ANN ARBOR, MI 48106-1515 (734) 763-4100 WWW.AGASOCIATES.COM</p>	<p>M.P. JENSEN ENVIRONMENTAL ENGINEER</p>	<p>OWNER: JOHN C. CATALANO & SONS, INC. 2000 WESTLAND AVENUE, SUITE 100 ANN ARBOR, MI 48106-1515 (734) 763-4100 WWW.CATALANOANDSONS.COM</p> <p>GREENS Grand A Condominium 2000 Westland Avenue, Ann Arbor, Michigan</p>	<p>SCALE: 1" = 20'-0"</p>	<p>DATE DRAWING PREPARED: 08/10/2006</p> <p>SHEET NO.: A-04</p>																				
<p>REVISIONS:</p> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>																						<p>DESIGN NOTE: ALL WORK SHALL BE IN ACCORDANCE WITH THE 2006 INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL EGRESS ROUTES CLEAR AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS AND SIDEWALKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL EGRESS ROUTES CLEAR AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS AND SIDEWALKS.</p>		
<p>SHEET TITLE: SECOND FLOOR Parking Plan</p>																								

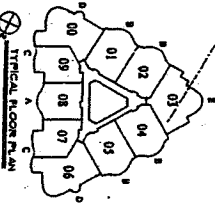


<p>PROJECT ARCHITECT TEAM ARCHITECT: GARDNER & THEOBALD, INC. 1000 WEST 10TH AVENUE, SUITE 200 DENVER, COLORADO 80202 ARCHITECT: JAMES PETERSON</p>	<p>MECHANICAL ENGINEER M.E. ANDERSON</p>	<p>OWNER: DENVER CITY CENTER & BUNKY, INC. 1000 WEST 10TH AVENUE, SUITE 200 DENVER, COLORADO 80202 (303) 733-0000</p> <p>GENERAL CONTRACTOR: Ocean's Grand A Construction 1400 West South Street, Suite 100</p>	<p>DATE: 08/20/06 DRAWN BY: J.P. CHECKED BY: J.P. SCALE: AS SHOWN</p>	<p>SHEET TITLE: Second Floor Section 1 of 1</p>	<p>PROJECT: DENVER CITY CENTER & BUNKY 1000 WEST 10TH AVENUE, SUITE 200 DENVER, COLORADO 80202</p>
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4th FLOOR PLAN TYPICAL

Scale: 1" = 10'-0"



All improvements shown are proposed.

FLOOR PLAN
 4th Floor
 Typical Floor Plan

PROJECT NO.
 2006-058950

SHEET NO.
 A-069

DATE:
 08/13/2006

DRAWN BY:
 J. W. ...

CHECKED BY:
 J. W. ...

APPROVED BY:
 J. W. ...

PROJECT MANAGER:
 J. W. ...

ARCHITECT:
 J. W. ...

SCALE:
 1" = 10'-0"

DATE:
 08/13/2006

PROJECT NO.
 2006-058950

SHEET NO.
 A-069

DATE:
 08/13/2006

DRAWN BY:
 J. W. ...

CHECKED BY:
 J. W. ...

APPROVED BY:
 J. W. ...

PROJECT MANAGER:
 J. W. ...

ARCHITECT:
 J. W. ...

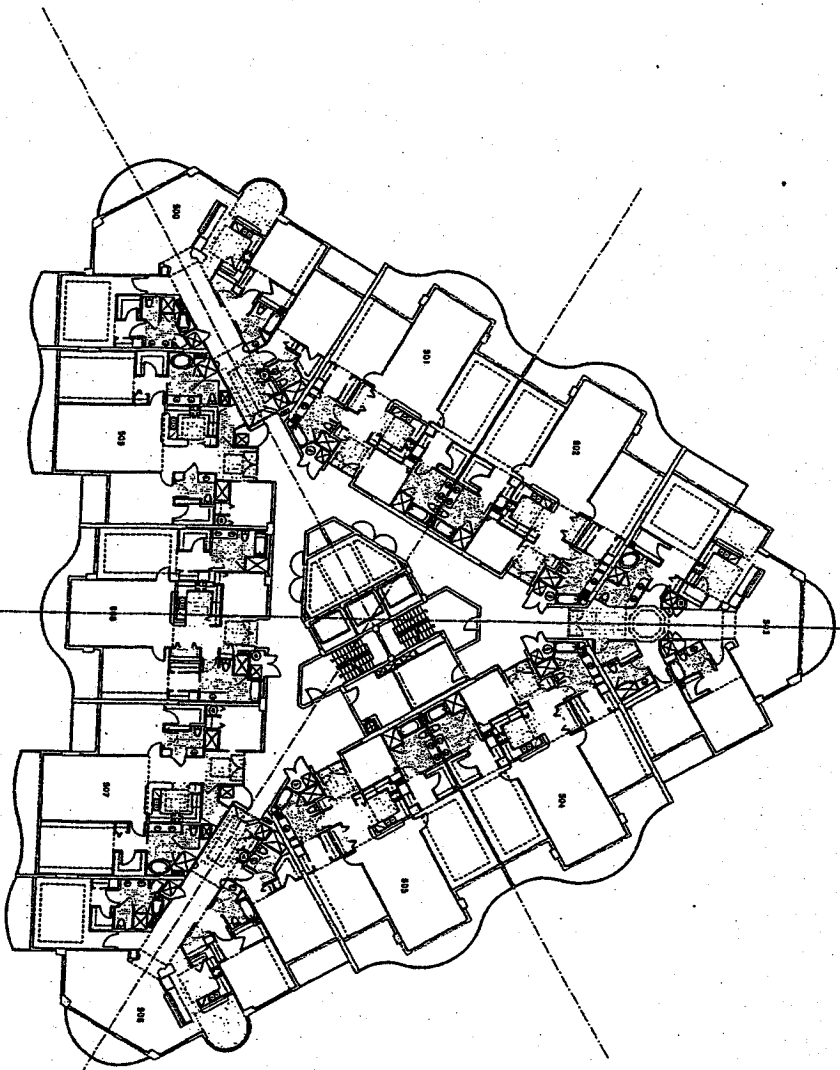
SCALE:
 1" = 10'-0"

DATE:
 08/13/2006

PROJECT NO.
 2006-058950

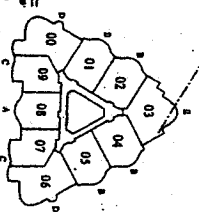
SHEET NO.
 A-069

DATE:
 08/13/2006



5th FLOOR PLAN TYPICAL

Scale: 1" = 10'-0"



All improvements shown are proposed

PROJECT ARCHITECT TEAM:
 ARCHITECT:
 ARCHITECT FIRM
 ARCHITECT FIRM
 ARCHITECT FIRM

ALL RIGHTS RESERVED
 NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT

GENERAL NOTES:
 SEE ATTACHED SPECIFICATIONS FOR COMPLETE LIST OF MATERIALS AND CONDITIONS.
 ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.
 ALL WORK IS TO BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
 ALL WORK IS TO BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
 ALL WORK IS TO BE ACCORDING TO THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.

Seans Grand
 A Condominium
 8700 South Shore, Florida

DATE: 03/21/07
 DRAWN BY: [Name]
 CHECKED BY: [Name]

PROJECT NO.: [Number]
 SHEET NO.: [Number]
 DATE: [Date]

5th Floor Plan
 Part of P121

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]

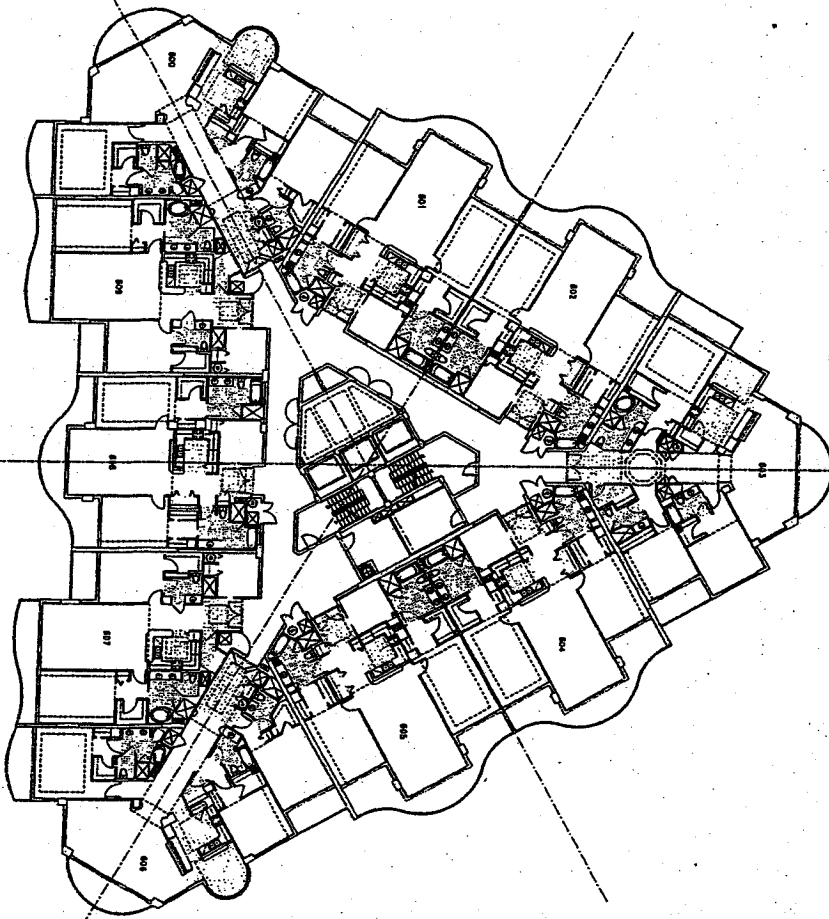
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 CHECKED BY: [Name]

DATE: [Date]
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 CHECKED BY: [Name]

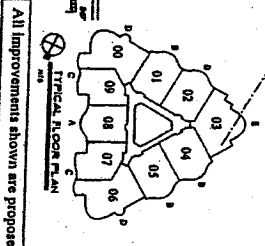
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 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]

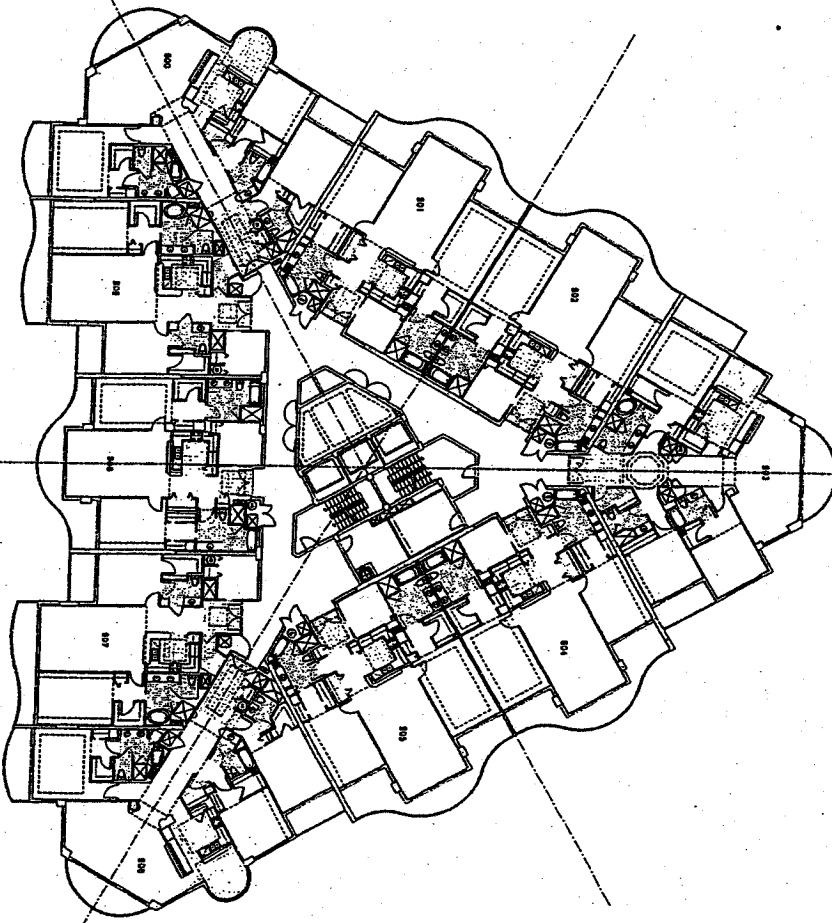


6TH FLOOR PLAN TYPICAL
Scale: 1/8" = 10'-0"

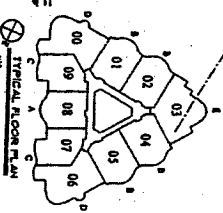


All Improvements shown are proposed.

<p>OWNER: MAYOR'S OFFICE CITY OF MIAMI 300 MIAMI AVENUE MIAMI, FL 33133</p>	<p>ARCHITECT: KLEINFELDER ASSOCIATES 1000 BAYVIEW BLVD SUITE 1000 MIAMI BEACH, FL 33139</p>	<p>GENERAL CONTRACTOR: M.P. ASSOCIATES 1000 BAYVIEW BLVD SUITE 1000 MIAMI BEACH, FL 33139</p>	<p>DATE: 10/10/10</p> <p>PROJECT: MAYOR'S OFFICE</p>	<p>PROJECT NUMBER: MAYOR'S OFFICE</p>	<p>PROJECT TITLE: MAYOR'S OFFICE</p>
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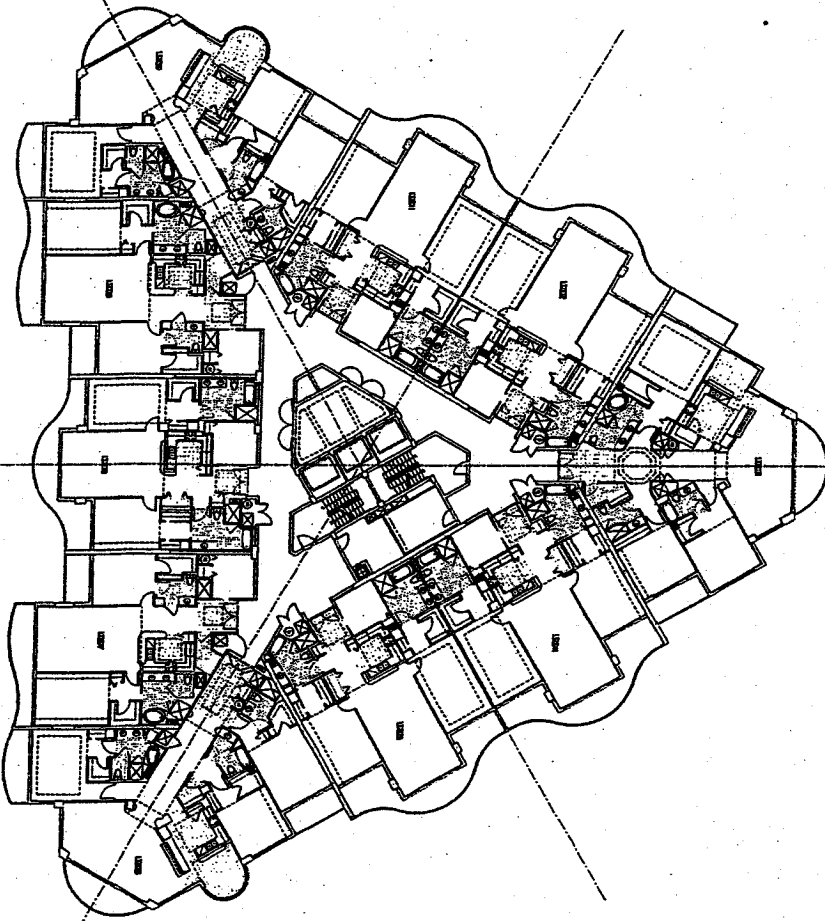


9th FLOOR PLAN TYPICAL
Scale: 1" = 10'-0"



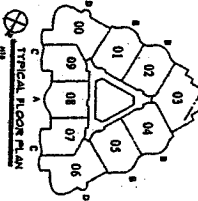
All improvements shown are proposed.

<p>PROJECT ARCHITECT: YANU ARCHITECTS 1000 N. GARDNER AVENUE SUITE 1000 DENVER, CO 80202 TEL: 303.733.1100 WWW.YANUARCHITECTS.COM</p>	<p>OWNER: DORIS S. GUSTAFSON & SONS, INC. 1000 N. GARDNER AVENUE, SUITE 1000 DENVER, CO 80202 TEL: 303.733.1100 WWW.DSGS.COM</p> <p>DESIGNER: SEAN'S Grand A Consulting Design Firm, Since 1984, Field</p>	<p>SCALE: 1" = 10'-0"</p>	<p>EXHIBIT: 9th FLOOR PLAN TYPICAL FLOOR PLAN Pgs 3 to 21</p>	<p>DATE EXAMINED: 10/11/06</p> <p>DATE PREPARED: 10/11/06</p> <p>PROJECT NO.: A-061</p>
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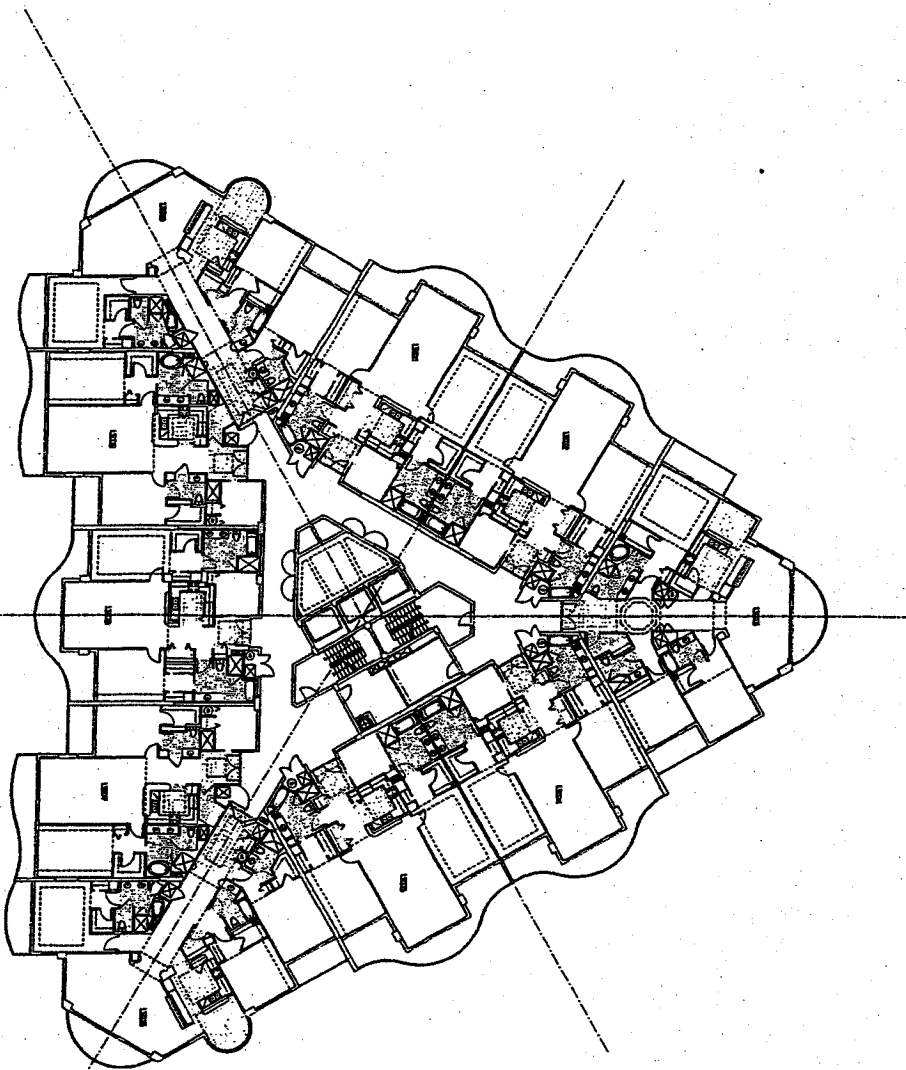
10th FLOOR PLAN TYPICAL

Scale : 1" = 10'-0"



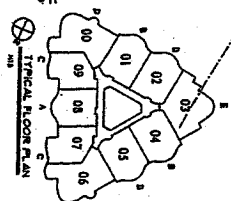
All improvements shown are proposed.

<p>EXHIBIT DESIGN TEAM ARCHITECT: [Faint text] ENGINEER: [Faint text] LANDSCAPE ARCHITECT: [Faint text]</p>	<p>DATE: [Faint text]</p>	<p>OWNER: JOHN S. CALDWELL & SONS, INC. 1000 BROADWAY, SUITE 2000 NEW YORK, NY 10018 212-692-1200</p>	<p>OWNER: JOHN S. CALDWELL & SONS, INC. 1000 BROADWAY, SUITE 2000 NEW YORK, NY 10018 212-692-1200</p> <p>ARCHITECT: GREENBERG GRAND A Corporation 200 West Street, Suite 2000 New York, NY 10014 212-692-1200</p>	<p>EXHIBIT: [Faint text]</p>	<p>DATE: [Faint text]</p>	<p>PROJECT: [Faint text]</p>	<p>SCALE: [Faint text]</p>	<p>DATE: [Faint text]</p>
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19th FLOOR PLAN TYPICAL

Scale: 1" = 10'-0"



All improvements shown are proposed.

PROPOSED IMPROVEMENTS
 ALL WORK SHOWN, UNLESS OTHERWISE NOTED, IS PROPOSED. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND MAKE ANY NECESSARY ADJUSTMENTS TO THE PROPOSED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY RECORDS AND AS-BUILT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY RECORDS AND AS-BUILT DRAWINGS.

DESIGNER
 JOHN W. CALDWELL & SONS, INC.
 1000 N. W. 10th Street, Suite 1000
 Fort Lauderdale, Florida 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 www.jwcaldwell.com

REGISTERED PROFESSIONAL ENGINEER
 J.W. CALDWELL
 License No. 15000
 State of Florida

REGISTERED PROFESSIONAL ARCHITECT
 JOHN W. CALDWELL
 License No. 15000
 State of Florida

DATE: 05/08/08
DRAWN BY: JWC
CHECKED BY: JWC
SCALE: AS SHOWN

SHEET NO. A-067

