

AMENDED DECLARATION OF CONDOMINIUM

of

HARBOR HOUSE WEST
a Condominium
Sarasota, Florida

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby submit to condominium ownership pursuant to Chapter 711, Florida Statutes, 1967, known as the Condominium Act, the following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, being more particularly described as follows, to-wit:

Being the South 25 feet of Lot 12, all of Lots 13 and 14, and the North 55 feet of Lot 15, Block "A", Golden Gate Point, recorded in Plat Book 1, Page 135, Public Records of Sarasota County, Florida.

ALSO:

Any lands which may lie between said property and the waters of Sarasota Bay.

1. NAME. The name by which this condominium shall be known and identified is HARBOR HOUSE WEST, a condominium, and its address is 226 Golden Gate Point, Sarasota, Florida.

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act, (Section 711.03, Florida Statutes, 1967) and as follows unless the context otherwise requires:

2.1 APARTMENT means unit as defined by the Condominium Act and where appropriate includes an appurtenant screen porch or lanai.

2.2 APARTMENT OWNER means unit owner as defined by the Condominium Act.

2.3 ASSOCIATION means Harbor House West, Inc., and its successors.

2.4 COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association, as well as the items stated in the Condominium Act.

2.5 COMMON EXPENSES include:

a. (1) Expenses of administration, (2) expenses of maintenance, (3) expenses of operation, (4) expenses associated with deferred maintenance, (5) expenses connected with repairs or replacements required because of damage, depreciation or obsolescence, (6) expenses incurred for additional improvements to, or additional property that will be part of, the common elements.

b. Expenses declared common expenses by provisions of this Declaration or the ByLaws.

c. Any valid charge against condominium property as a whole.

d. Charges for utility services except such services as are metered separately to each unit.

2.6 CONDOMINIUM means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7 SINGULAR, PLURAL GENDER. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 UTILITY SERVICES as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and ByLaws, shall include but not be limited to electric power, gas, hot and cold water, garbage and sewage disposal and cable-television apparatus.

2.9 DEVELOPER means Wood Thompson Developments, Inc., a Florida corporation, its successors and assigns.

3. SURVEY AND FLOOR PLANS. A survey of the land subject to this condominium and a graphic description of the improvements, and a plat plan locating the improvements thereon, and a floor plan identifying each unit and the common elements, and their relative locations and approximate dimensions are attached hereto, incorporated herein and marked Exhibit "A". The condominium units shall be known and numbered as described in said Exhibit "A".

3.1 EASEMENTS are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed unless approved in writing by the apartment owner.

3.2 IMPROVEMENTS-GENERAL DESCRIPTION.

a. APARTMENT BUILDING. The condominium includes one apartment building which contains seven (7) floors and twenty-four (24) apartments. The condominium further includes twenty-four (24) covered parking areas numbered so that there exists at least one covered parking area for each apartment, with sixteen (16) of said covered parking areas being located in separate buildings indicated as “garages” on Exhibit “A”.

b. OTHER IMPROVEMENTS. The condominium includes an elevator, gardens and landscaping, and other facilities located substantially as shown upon the plans which are part of the common elements.

3.3 APARTMENT. Each apartment, which term as used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies between the boundaries of the apartment, which boundaries are as follows:

a. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the apartment shall be in the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary – the horizontal plane of the lower surfaces of the ceiling (including attics where applicable).

(2) Lower Boundary – the horizontal plane of the lower surfaces of the floor slab.

b. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls--the intersecting vertical planes adjacent to and which include the interior of the outside walls of the apartment building bounding an apartment fixture, balcony, screen porch or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls-- the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(i) When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an

intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

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

c. Areas shown as “garden” within the confines of apartments 11 and 12, shall be considered part of these respective apartments.

3.4 COMMON ELEMENTS. The common elements include the land and all other parts of the condominium not within the apartments unless otherwise provided herein.

3.5 Covered parking areas assigned to respective apartments are hereby declared to be limited common elements reserved for the use of the particular unit to which they are attached or assigned as the case may be.

3.6 All screening used exclusively by a unit shall not be considered a common element but shall be considered a part of said unit.

3.7 All air conditioning units, including compressors, used exclusively by a unit shall be considered a part of said unit and shall not be considered a common element.

3.8 Areas abutting apartments 11 and 12 designated “terrace” and Units 11 and 12 on Exhibit “A” are hereby declared to be limited common elements and reserved to the exclusive use of apartment 11 or apartment 12 as the case may be.

3.9 Each apartment shall be required to utilize “cable” television, with the individual “hook-up” expense of the television set or sets located in any particular apartment and the monthly operation fees to be considered as being “common expenses” and assessed as such.

4. THE CONDOMINIUM ACT. Chapter 711, Florida Statutes, 1967, is incorporated herein by reference, and all provisions thereof shall apply to this condominium.

5. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS. Each unit owner shall own an equal undivided share in the common elements and shall bear his/her share of the costs involved in their operation and maintenance.

6. AMENDMENTS OF DECLARATION.

6.1 This Declaration may be amended at any time by affirmative vote of the majority of the units except that 100% of the units shall be required to amend paragraph “5” hereof or any part thereof. The consent of institutional mortgagees shall also be required to amend paragraph

“5” above. A resolution submitting a proposed amendment for membership consideration may be advanced by either the Board of Directors or by written petition signed by not less than twenty percent (20%) of the members of the Association.

6.2 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

7. BYLAWS. The operation of the condominium property shall be governed by the ByLaws of Harbor House West, Inc., a copy of which is attached and made a part hereof as Exhibit “B”.

8. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

8.1 The operation of the condominium shall be vested in Harbor House West, Inc., a non-profit Florida corporation.

8.2 No unit owner, except as an officer of the association, shall have any authority to act for the association.

8.3 The powers and duties of the Association shall include those set forth in the ByLaws referred to herein, but in addition thereto the Association shall:

a. have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units;

b. have the power to make and collect assessments and to lease, maintain, repair and replace the common elements;

c. maintain accounting records according to good accounting practice, which shall be open to inspection by unit owners at all times;

d. prescribe such “house rules” as it shall, from time to time, consider essential.

e. have the power to levy reasonable fines for the failure of the Unit Owner or its occupant licensee or invitee to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules and restrictions of the Association.

(i) Each fine shall be in an amount determined in each instance as provided herein not to exceed the amount of One Hundred Dollars (\$100.00) provided that a fine

for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day thereof not to exceed the total aggregate amount of One Thousand Dollars (\$1,000.00).

(ii) A fine levied by the Board of Directors may not be imposed unless the Board first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. The role of the committee of other Unit Owners is limited to determining whether to confirm or reject the fine levied by the Board of Directors. If the committee does not confirm the fine, the fine may not be imposed.

(iii) In the event a hearing is timely requested and therefore held, the committee shall consider all evidence and testimony presented at the hearing prior to the determination whether to confirm or reject the fine levied by the Board. After a fine is levied by the Board and confirmed by the committee, the Association shall provide a written demand for payment to the Unit Owner and violator.

(iv) The Owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the Owner's tenant, resident invitee, occupant, licensee, guest or visitor or any other person using the Unit or Common Elements with the permission of the Unit Owner. If not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law (currently 18%) and shall be subject to a late payment fee of \$25. The Association may also elect to post and maintain an unpaid fine on the Owner's account for a period not to exceed ten (10) years. The Owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of a fine, including but not limited to attendance by the Association's attorney at the hearing and the filing and prosecution of a lawsuit. A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

9. MAINTENANCE; LIMITATION UPON IMPROVEMENT.

9.1 The maintenance of the common elements shall be the responsibility of the association.

9.2 There shall be no material alteration or substantial additions to the common elements except in a manner provided herein. The exterior appearance of any structure in the condominium shall not be altered in any way.

9.3 No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

10. COMMON EXPENSES AND COMMON SURPLUS.

10.1 Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.

10.2 The common surplus shall be owned by unit owners in the shares provided in this Declaration.

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

11.1 A unit owner, regardless of how title was acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.

11.2 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment was made.

11.3 Assessments and installments not paid when due shall incur a late fee and bear interest from the date when due until paid in an amount as many be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law (currently a \$25 or 5% of Assessment late fee and 18% interest for delinquent period). The Board may accelerate unpaid Assessments in the manner prescribed by law. Any bank transaction fees incurred by a Unit Owner are the responsibility of the Unit Owner. For Owners who are more than ninety (90) days past due with payment of Assessments, the Association is authorized to: suspend the right of the Owner to use the Common Elements and/or suspend the voting rights of the Owner, in accordance with Section 718.303, Florida Statutes, until the Owner has paid all monetary obligations due the Association, as well as to request the Community Association to suspend the right of the Owner to use recreational Common Areas.

11.4 The association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel, until paid. Such lien shall also include reasonable attorneys' fees incurred by the association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or other lien recorded prior to the time of the recording of the claim of lien by the association.

11.5 Liens for assessments may be foreclosed by suit brought in the name of the association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in Chapter 711, Florida Statutes, 1967.

11.6 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

12. TERMINATION OF CONDOMINIUM. If all unit owners and the holders of all liens affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, said property shall be deemed to be thereafter owned in

common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

13. EQUITABLE RELIEF. In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of competent jurisdiction for equitable relief, which may, but need not necessarily include termination of the condominium and a partition.

14. LIMITATION OF LIABILITY.

14.1 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

14.2 The owner of a unit shall have no personal liability for any damage caused by the association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

15. LIENS.

15.1 Subsequent to recording this Declaration no liens of any nature shall thereafter arise or be created against the condominium property as a whole except with the unanimous consent of the unit owners. During such period liens may arise or be created only against the several condominium parcels.

15.2 Labor performed or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the mechanic's lien law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon, but if duly authorized by the association such labor or materials shall be deemed to be performed or furnished with the express consent of each unit owner and shall be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

15.3 In the event a lien against two or more condominium parcels becomes effective each owner thereof may relieve his condominium parcel of the lien by payment of the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such condominium parcel.

16. REMEDIES FOR VIOLATION. Each unit owner shall be governed by and conform with this Declaration and the ByLaws attached hereto. Failure to do so shall entitle the association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. Any unit owner against whom successful legal action is brought by the association shall be liable to the association for all legal expenses and costs of enforcement, including court costs, attorneys' fees and appellate costs.

17. EASEMENTS.

17.1 Owner of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, elevators, walks and other common elements.

17.2 All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachment no longer exists.

18. MEMBERSHIP IN ASSOCIATION.

18.1 Harbor House West, Inc., a non-profit Florida corporation, was chartered to perform the acts and duties desirable for apartment house management for the units and common elements and to levy and enforce collection of assessments necessary to perform acts and duties as aforesaid.

18.2 Each owner is, by virtue of that ownership, a member of the Harbor House West Inc. Condominium Association, and remains a member until termination of the ownership. A prospective purchaser of a unit in the Condominium shall apply to the board of directors for approval of the purchase. Prior to approval of the application, the prospective purchaser shall meet with a designated member of the board to review the Association's Declaration of Condominium, Bylaws and House Rules. In order to receive approval, the prospective purchaser shall agree, in writing, to abide by the regulations and stipulations in the aforementioned documents. Upon receiving title to the unit, the owner becomes subject to those regulations and stipulations.

18.3 Owners of each unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the ByLaws attached hereto as Exhibit "B".

19. ASSESSMENTS.

19.1 The Board of Directors of the association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in

sufficient detail to show separate estimates for each of the common expense classifications described in Paragraph “2.5”.

19.2 The basis for the annual assessment for each fiscal year against each unit is set forth in paragraph 5 above. Such assessments shall be due in quarterly installments on the first day of each quarter of the year for which the assessments are made, but the Board of Directors has the power to establish other collection procedures. In addition, the association has the power to levy equal special assessments against each unit if a deficit should develop in the treasury for the payment of common expenses.

20. SALE, RENTAL, LEASE OR TRANSFER.

20.1 It is the intent of this provision to restrict occupancy of Units to only the Owner of a Unit, those persons who reside with the Owner, and approved tenants, provided that such occupancy meets the requirements for single-family residential use. Units may only be used for single-family residential use, short-term occupancy by non-paying guests, family members of Owners and approved tenants. Single-family residential use shall mean Unit occupancy by a single housekeeping entity comprised of one (1) person, two (2) people no matter how related, or three (3) or more persons all of them are related to each other by blood, marriage or legal adoption, provided that total permanent occupancy of a Unit shall not exceed two (2) persons per bedroom.

a. No Owner may lease his/her/its Unit within the first twenty-four (24) months of acquisition and/or transfer of title of the Unit to the Owner. After the twenty-four (24) month period has passed, an Owner may lease the Unit upon obtaining the prior written approval of the Board of Directors. An Owner intending to lease the Unit shall provide the Association with written notice of intent to lease the Unit, along with a copy of the proposed lease and/or standard lease application form that may be promulgated by the Board of Directors from time to time.

b. Within fifteen (15) days from receipt of the Owner’s notice of intent to lease his Unit, and any additional information which may be required by the Board of Directors, the Board of Directors shall either approve or disapprove of the lease. Failure of the Board of Directors to respond within fifteen (15) days from receipt of all information necessary and required by the Board of Directors shall be deemed as an approval of the lease. The Association may deny permission to lease the Unit on reasonable grounds, including the following: (1) failure of the owner to submit all documents required for approval or to submit the screening fee as described below; (2) the Owner is delinquent in the assessments for his Unit; (3) occupancy of the Unit by the proposed tenant would violate any provision of this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association; (4) the Owner or proposed tenant makes any misrepresentation on any of the lease approval forms; or (5) the proposed tenant is a convicted felon whose civil rights have not yet been restored.

c. No tenant may occupy the Unit prior to obtaining the Board of Directors’ approval unless the tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective tenant

occupies the Unit prior to receipt of approval from the Board of Directors, and any lease in existence shall be deemed voidable in the Board of Directors' sole discretion.

d. No Unit shall be leased or rented for a term less than three (3) months and may only be leased once in a twelve (12) month period. No individual rooms shall be rented and no transient occupants shall be accommodated in any Unit. The lease or rental of any Unit shall not release or discharge an Owner thereof from compliance with any of the obligations and duties as an Owner.

e. The Owner shall provide the Association with a copy of the executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the Owner to provide the tenant with a copy of the Condominium documents as well as the Rules and Regulations. Every lease shall contain or be deemed to contain a provision that the tenant is subject to this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association.

f. The Association shall have the authority to charge a non-refundable \$50.00 screening fee in connection with the approval required for the leasing of a Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law as set forth in Chapter 718, Florida Statutes, as same may be amended from time to time.

g. The Board of Directors, at its option, shall have the right to require a personal interview with the proposed tenant prior to approving or denying the lease. The Board of Directors may designate a committee or any individual(s) to conduct such interview.

h. Tenant shall comply with all use and occupancy restrictions set forth in this Declaration.

i. In the event of an unauthorized lease, the Association shall have the authority to evict a purported tenant in the name of the owner as the proposed landlord. Said Owner shall reimburse the Association for all eviction expenses, including attorney's fees and disbursements incurred in connections with such proceedings, and the Association may levy a Special Assessment against the Unit Owner for the collection thereof.

j. Unit owner will maintain an escrow \$1000.00 with the Association's treasurer to be used for any unanticipated repairs that may occur within the leased unit during an owner's absence. The assessment escrow deposit shall be held by the Association in a non-interest bearing account. The Owner shall deposit with the Association, upon written demand, an amount sufficient to restore such escrow deposit to its original amount of \$1000.00.

20.2 Prior to the sale or transfer of any Unit to any person other than the transferrer's spouse, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale or transfer is to be made, and such other information as may be required by the Board of Directors. Within ten (10) days, the Board of Directors shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the Owner of its decision.

20.3 In the event the Board of Directors fails to act, or disapproves of the proposed transaction, and if the Unit Owner still desires to do so, he shall, fifteen (15) days before such sale or transfer, give written notice to the Secretary of the Corporation of his intention to sell or transfer on a certain date and the bonafide price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first right over non-members to purchase on the terms and conditions contained in the notice, provided that they so notify the Secretary of the Association, in writing, at least ten (10) days before the date of the intended sale, which information the Association shall promptly forward to the Owner. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the sale on the day and at the price and terms given in his notice. If he fails to comply with the terms hereof, any other member shall have the right to redeem from the purchase, subject to his reimbursing the purchaser for any monies expended, and immediately after such reimbursement, the purchaser shall convey all his right, title and interest to the member making the redemption.

21. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

- a. Promptly pay the assessments levied by the association.
- b. Maintain in a clean and sanitary condition and repair his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceiling, floors) whether or not part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
- c. Not use or permit the use of his unit for any purpose other than as a single-family residence by approved occupants, their servants and their house guests. Single-family residential use shall mean unit occupancy by a single housekeeping entity comprised of one (1) person, two (2) people no matter how related, or three (3) or more persons all of whom are related to each other by blood, marriage or legal adoption; provided that, total permanent occupancy of a unit shall not exceed two (2) persons per bedroom.
- d. The Owner of each Unit may keep two (2) pets (cat or dog), which pet(s) shall not exceed thirty-five (35) pounds each at maturity or one (1) such pet, which shall not exceed seventy (70) pounds at maturity. Invitees and guests of Unit Owners are permitted to temporarily keep a pet in a Unit or on the Common Elements. Tenants, and their invitees and guests, are not permitted to keep (temporarily or permanently) or maintain a pet or animal in a Unit or on the Common Elements. A tenant who currently has a pet in a Unit on the date this Declaration amendment is recorded in the public records is grandfathered and may keep that pet. However, the grandfathered pet shall not be replaced upon its death or removal from the Condominium Unit.

The pet must be leashed or carried at all times while outside the Unit. Any Unit Owner, Tenant or Occupant who keeps or maintains any pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association and each Unit

Owner, Tenant or Occupant free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall be otherwise registered and inoculated as required by law. Unit Owners, Tenants or Occupants shall be responsible for immediately picking up all excrement deposited by any pet. Failure to immediately pick up and properly dispose of such excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce removal of any pet which becomes a source of annoyance to other residents. Tropical fish or caged birds are permitted.

e. Not alter, relocate, or eliminate - either totally or in part - either the interior or exterior walls of a unit without the written consent of the Board of Directors and any mortgagee(s) involved in the ownership of the unit. No change in the configuration or location of common waste water lines is permitted, except for ground floor units. At no cost to the Association, and with prior written approval from the Board of Directors, ground floor units may be permitted to change the configuration or location of common waste water lines but only if additional cleanouts are installed prior to relocating any lines.

f. Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises, or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements;

g. Conform to and abide by the ByLaws and uniform House Rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the association, and to see that all persons using owner's property, by, through or under him do likewise;

h. Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building whether within a unit or part of the common elements;

i. Allow the Board of Directors or agents and employees of the Association to enter his/her unit for purposes of maintenance, inspection, or for replacement of alterations to the unit that are not in compliance with this Amended Declaration and By-Laws of the Association, or to deal with any emergency threatening the unit or any of the common elements. Prior to the sale of a unit, designated members of the Board of Directors shall inspect the unit to determine that it is in compliance with this Amended Declaration and the By-Laws. Any feature of the unit that is not in compliance shall be made to comply before the Board approves the purchase of the unit.

j. Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials except as provided by this Amended Declaration or uniform regulations promulgated by the association;

k. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the Board of Directors of the association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the association shall pay for and be responsible for repairs and electrical wiring within the common elements;

l. Comply with all the provisions of this Amended Declaration;

m. Keep garbage disposals supplied with all apartments in running condition. Insofar as possible, all garbage must be disposed of by using the garbage disposals. Garbage, including bottles and cans, that are not suitable for disposal through the garbage disposals must be placed in waterproof sacks, bags, or other similar containers before being placed in the condominium trash chute.

n. Apply sound control, acoustically tested, to a rating approved by the Board of Directors under all floor coverings.

o. Except as otherwise approved by the Board of Directors, not use condominium garages for any other purpose except the protection of passenger vehicles. Commercial, recreational and oversized vehicles are prohibited (except for short periods as approved by the Board of Directors). No closets or shelves may be erected or installed therein.

p. Hurricane Protection. On or before December 31, 2023, each Unit within the Condominium must have hurricane protection in the form of impact resistant glass, shutters or other hurricane protection installed on all exterior windows, sliding glass doors and other apertures. All such hurricane protection must meet or exceed the Florida Building Code and the Miami-Dade County Code and protocols for High Velocity Hurricane Zones in effect as of the effective date of this amendment or any such stricter codes and protocols that may be in effect as of the installation date of such hurricane protection. However, those Units with existing hurricane protection (installed prior to the effective date of this amendment) that meets or exceeds the 2007 Florida Building Code are exempt from this requirement until such time as such hurricane protection is replaced. The cost of installing, maintaining, repairing and replacing such hurricane protection shall be the responsibility of the Unit Owner.

All hurricane protection installations must have prior written approval from the Board of Directors, which may be conditioned upon the submission of appropriate plans and specifications evidencing that the proposed installation will conform to the Association's guidelines and specifications. Any Owner who fails to install approved hurricane protection by December 31, 2023 shall be deemed to authorize the Association, after reasonable written notice from the Association, to perform any necessary installation of hurricane protection with respect to such Unit, which shall be done at the expense of the Unit Owner and which shall be secured by a lien against the Unit enforceable in the same manner as the lien for any other assessment levied by the Association, which lien shall also secure interest, costs and attorneys' fees.

22. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain it as required above, the association or any other unit owner shall have the right to

proceed in a court of equity to seek compliance with the foregoing provisions; or the association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the association shall have the right for its employees or agents to enter the unit and do the necessary work to enforce compliance with the above provision.

23. DESTRUCTION OF IMPROVEMENTS AND INSURANCE.

23.1 The association shall obtain fire and extended coverage insurance insuring all of the insurable improvements within the condominium property for the full insurable value thereof, and the premium for such coverage and all other insurance deemed desirable by the association shall be assessed against the owners of each unit as heretofore provided.

23.2 In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the policy shall be made to the members owning such units and their mortgagees as their interest may appear, if there be mortgages on said unit, and it shall be the duty of those members to effect the necessary repairs to the improvements within their respective units.

23.3 In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the policy shall be made jointly to the association and to the holders of mortgages in the units, and the proceeds shall be expended or disbursed as follows:

a. If the mortgagees agree, all payees shall endorse the insurance company's check to the association, and the association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units, in such event should the insurance proceeds be sufficient to repair the improvements within the common elements but insufficient to repair all of the damage within the units, the proceeds shall be applied first to completely repair the improvements within the common elements and the balance of the funds shall be apportioned to repair improvements within members' units in proportion to the loss sustained to improvements within said units as estimated by the insurance carrier, and the members owning interest in units containing damaged improvements shall be subject to a special assessment and shall contribute to the association the remaining funds necessary to repair and restore the improvements within their units.

b. In the event all mortgagees do not agree to the endorsement of the proceeds as provided in subparagraph a above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no institutional first mortgagee or not with legal capacity to perform such escrow, then, the payees shall endorse the insurance check to the association, as escrow agent) shall disburse funds as follows:

(i) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event the association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the association and the contractor, which contract shall be subject to the prior written approval of the escrow agent.

(ii) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests may appear, to obtain the necessary funds to repair and restore the improvements within the common elements and units. In the event the majority of the voting members vote in favor of a special assessment, the association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the paragraph above, and the condominium project shall be terminated as hereinafter provided.

23.4 If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above and vote to abandon the condominium project, same shall be abandoned in accordance with paragraph 12 above. As evidence of the members' resolution to abandon, the President and Secretary to the association shall effect and place in the public records of the county an affidavit stating that such resolution was properly passed to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

23.5 In addition to the insurance coverage specifically mentioned hereinbefore, the association shall obtain insurance which shall cover risks of all types affecting the common elements. Liability insurance, in an amount to be determined by the Directors of the association, shall also be obtained on the common elements; provided, however, said amount shall not be less than \$300,000 and, provided, further, that said liability coverage shall name both the association and unit owners of record.

23.6 Under all circumstances the association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damages to improvements within the units or common elements.

24. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the

singular shall include the plural. The provisions of this Amended Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used, herein, the term “member” means and refers to any person, natural or corporate, who is a unit owner, and the term “association” is used synonymously with “corporation” and refers to Harbor House West, Inc.

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