

**CERTIFICATE OF VOTE TO OPT-OUT AND F  
WITH A FIRE SPRINKLER SYSTEM  
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.  
(Condominiums A, B and C)**

WHEREAS, OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., (hereinafter Association) is a Florida not-for-profit corporation which operates and maintains Ocean Harbour Condominium A, according to the Declaration of Condominium thereof as recorded in Official Records Book 338, Page 1356, et.seq, and amended at Official Records Book 338, Page 1414 et.seq, and amended at Official Records Book 753, Page 1733 et.seq, and amended at Official Records Book 2578, Page 1048 et.seq, and amended at Official Records Book 3350, Page 1283 et.seq., Public Records of St. Lucie County, Florida. Ocean Harbour Condominium B, according to the Declaration of Condominium thereof as recoded in Official Records Book 338, Page 1287 et.seq, and amended at Official Records Book 338, Page 1344 et.seq, and amended at Official Records Book 753, Page 1733 et.seq., and amended at Official Records Book 2578, Page 1048 et.seq., and amended at Official Records Book 3350, Page 1283 et.seq., Public Records of St. Lucie County, Florida. Ocean Harbour Condominium C, according to the Declaration of Condominium thereof as recorded in Official Records Book 344, Page 398 et.seq., and amended at Official Records Book 753, Page 1733 et.seq, and amended at Official Records Book 2578, Page 1048 et.seq, and amended at Official Records Book 3350, Page 1283 et.seq., Public Records of St. Lucie County, Florida.

WHEREAS, Section 718.112(2)(i), Florida Statutes, provides, in pertinent part, that a condominium may vote to opt-out of and forego any requirement(s) to retrofit the common elements, association property and units of a residential condominium with a fire sprinkler system by the affirmative vote of a majority of all of the total voting interest in the affected condominium; and

NOW, THEREFORE, the undersigned hereby certifies that not less than a majority of the total voting interest Buildings A, B and C voted to opt-out of and forego any requirement(s) to retrofit the common elements, association property and units of the Condominium with a fire sprinkler system.

IN WITNESS WHEREOF, we have affixed our hands this 18<sup>th</sup> day of March, 2016 at St. Lucie County, Florida.

WITNESSES

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

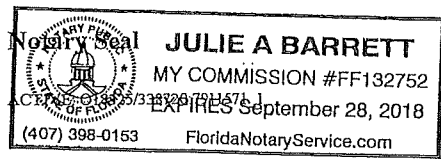
Sign: Lauri L. Stevens  
Print: Lauri L. Stevens  
Sign: Cheryl Grandy  
Print: Cheryl Grandy

By: Dalelyne Siwik, President  
Print Name: DALELYNE SIWIK  
By: Robert Bubello, Secretary  
Print Name: ROBERT BUBELLO

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2016 by Dalelyne Siwik as President and Robert Bubello as Secretary of Ocean Harbour Condominium Association, Inc.,  who are personally known to me or  who have produced identification [Type of Identification: \_\_\_\_\_].

Julie Barrett  
Notary Public  
Commission Stamp/Seal:



Record and Return to:  
Jane L. Cornett  
Cornett, Gooze & Associates, P.A.  
P.O. Box 66  
Stuart, FL 34995

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 2872185 06/02/2006 at 08:00 AM  
OR BOOK 2578 PAGE 1048 - 1052 Doc Type: GTF  
RECORDING: \$44.00

=====THIS SPACE FOR RECORDER'S USE=====

**CERTIFICATE OF AMENDMENT TO THE**  
**DECLARATIONS OF CONDOMINIUM**  
**OF**  
**OCEAN HARBOUR CONDOMINIUMS A, B, C, D AND**  
**OCEAN HARBOUR TOWER CONDOMINIUM E**  
**ST. LUCIE COUNTY, FLORIDA**

The Declaration of Ocean Harbour Condominium "A" was recorded in the public records of St. Lucie County, Florida at Official Records Book 338, page 1356, et seq. and amended at Official Record Book 338, page 2310, et seq. and amended at Official Record Book 753, page 1733.

The Declaration of Ocean Harbour Condominium "B" was recorded in the public records of St. Lucie County, Florida at Official Records Book 338, page 1287, et seq. and amended at Official Record Book 753, page 1733.

The Declaration of Condominium of Ocean Harbour Condominium "C" was recorded in the public records of St. Lucie County, Florida at Official Records Book 344, page 398, et seq. and amended at Official Record Book 344, page 457, et seq. and amended at Official Record Book 753, page 1733.

The Declaration of Ocean Harbour Condominium "D" was recorded in the public records of St. Lucie County, Florida at Official Records Book 469, page 2640, et seq. and amended at Official Record Book 469, page 2640, et seq. and amended at Official Record Book 753, page 1739, et seq.

The Declaration of Ocean Harbour Tower Condominium "E" was recorded in the public records of St. Lucie County, Florida at Official Records Book 1011, page 2069, et seq.

The same Declarations of Condominium of Ocean Harbour Condominiums A, B, C, D and Ocean Harbour Tower Condominium E are hereby amended as approved by the membership by vote sufficient for approval at a special members' meeting held on February 28, 2006 and reconvened on March 24, 2006.

1. Article 13.8 of the Declarations of Condominium of OCEAN HARBOUR CONDOMINIUMS A, B, C, D and Ocean Harbour Tower Condominium E is amended to read as follows:

13. USE RESTRICTIONS.

13.8 The installation and maintenance of hurricane shutters on all windows and sliding glass doors is mandatory by each Unit Owner. The type, color and material to be used shall be as approved by the Association through its Board of Directors. By May 1, 2006, all Owners must either have shutters in place or must provide to the Association a copy of the work order requesting installation and proof of payment.

Should any Owner fail, by May 1, 2006, to have the shutters in place or to provide satisfactory evidence that the shutters have been ordered and will be paid for by the Unit Owner, the Association may proceed to order the installation and bill the Unit Owner for such installation. The non-complying Unit Owner must pay for this installation within fifteen (15) days of receipt of the bill. Should a non-complying Owner fail to pay when requested to do so, the cost of that shutter installation, along with reasonable administrative fees incurred by the Association, shall be deemed a special assessment against that particular non-complying unit and Owner. Such assessment shall be treated the same as any other assessment levied by Ocean Harbor Condominium Association pursuant to Article 9 of the Declarations and will be collectible as set out in Article 9.

2. The foregoing amendment to the Declarations of Condominium of Ocean Harbour Condominium A, B, C, D and Ocean Harbour Tower Condominium E was adopted by the membership by vote sufficient for approval at special members' meeting held on February 28, 2006 and reconvened on March 24, 2006.

3. The adoption of this amendment appear upon the minutes of said meeting and is unrevoked.

4. All provisions of the Declaration of Condominiums A, B, C, D and Ocean Harbour Tower Condominium E are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed on May 22, 2006.

Nina Gerli  
Witness #1 Signature

Witness #1 Printed Name

Nina Gerli  
Witness #2 Signature

Barbara A. Crespo  
Witness #2 Printed Name

Barbara L. Crespo  
Witness #1 Signature

Nina Gerli  
Witness #1 Printed Name

Nina Gerli  
Witness #2 Signature

Barbara Crespo  
Witness #2 Printed Name

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

OCEAN HARBOR CONDOMINIUM  
ASSOCIATION, INC.

By: Dalelyne Siwik  
Dalelyne Siwik, President

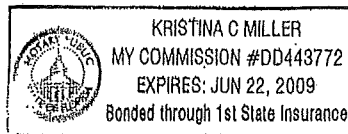
By: Jerry Freeman  
Jerry Freeman, Secretary

CORPORATE SEAL

The foregoing instrument was acknowledged before me on May 22, 2006, by Dalelyne Siwik as President of Ocean Harbour Condominium Association, Inc., who is personally known to me [ ] or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

Kristina C Miller  
Notary Public

Printed Name: Kristina C Miller  
Notary Stamp



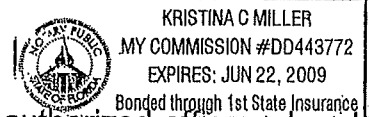


STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on May 22, 2006, by Jerry Freeman as Secretary of Ocean Harbour Condominium Association, Inc., who is personally known to me [] or [] who has produced identification [Type of Identification: pass book].

Kristina C. Miller  
Notary Public  
Name: Kristina C. Miller Printed  
Notary Stamp

**CERTIFICATE**



Ocean Harbour Condominium Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Declarations of Condominium of Ocean Harbour Condominium A, B, C, D and Ocean Harbour Tower Condominium E, a copy of which is attached hereto, was duly and regularly adopted and passed by a vote sufficient for approval by the membership at a special members' meeting held on February 28, 2006 and reconvened on March 24, 2006.

Nina Gerli  
Witness #1 Signature

Witness #1 Printed Name

Nina Gerli  
Witness #2 Signature

Barbara L. Cresp  
Witness #2 Printed Name

Barbara L. Cresp  
Witness #1 Signature

Nina Gerli  
Witness #1 Printed Name

Nina Gerli  
Witness #2 Signature

Barbara Cresp  
Witness #2 Printed Name

Barbara L. Cresp

OCEAN HARBOUR  
CONDOMINIUM ASSOCIATION,  
INC.

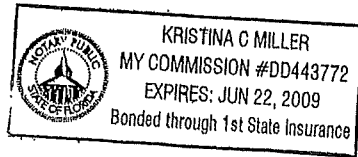
By: Dalelyne Siwik  
Dalelyne Siwik, President

By: Jerry Freeman  
Jerry Freeman, Secretary

**CORPORATE SEAL**

STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on May 22, 2006, by Dalelyne Siwik as President of Ocean Harbour Condominium Association, Inc., who is personally known to me  or  who has produced identification [Type of Identification: person known].



Kristina C. Miller  
Notary Public

Name: Kristina C. Miller Printed  
Notary Stamp

STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on May 22, 2006, by Jerry Freeman as Secretary of Ocean Harbour Condominium Association, Inc., who is personally known to me  or  who has produced identification [Type of Identification: person known].

Kristina C. Miller  
Notary Public

Name: Kristina C. Miller Printed  
Notary Stamp



Record and Return to:  
Jane L. Cornett  
Cornett, Gooze & Associates, P.A.  
P.O. Box 66  
Stuart, FL 34995

=====THIS SPACE FOR RECORDER'S USE=====

**CERTIFICATE OF AMENDMENT TO THE**  
**DECLARATIONS OF CONDOMINIUM**  
**OF**  
**OCEAN HARBOUR CONDOMINIUMS A, B, C, D & E**  
**ST. LUCIE COUNTY, FLORIDA**

The Declaration of Ocean Harbour Condominium "A" was recorded in the public records of St. Lucie County, Florida at Official Records Book 338, page 1356, et seq. and amended at Official Record Book 338, page 1414, et seq. and amended at Official Record Book 753, page 1733, et seq., and amended at Official Record Book 2578, Page 1048, et seq.

The Declaration of Ocean Harbour Condominium "B" was recorded in the public records of St. Lucie County, Florida at Official Records Book 338, page 1287, et seq. and amended at Official Record Book 753, page 1344, et seq. and amended at Official Records Book 753, Page 1733, et seq. and amended at Official Record Book 2578, Page 1048, et seq.

The Declaration of Condominium of Ocean Harbour Condominium "C" was recorded in the public records of St. Lucie County, Florida at Official Records Book 344, page 398, et seq. and amended at Official Record Book 753, page 1733, et seq. and amended at Official Record Book 2578, Page 1048, et seq.

The Declaration of Ocean Harbour Condominium "D" was recorded in the public records of St. Lucie County, Florida at Official Records Book 469, page 2640, et seq. and amended at Official Record Book 469, page 2699, et seq. and amended at Official Record Book 753, page 1739, et seq. and amended at Official Record Book 2578, Page 1048, et seq.

The Declaration of Ocean Harbour Tower Condominium "E" was recorded in the public records of St. Lucie County, Florida at Official Records Book 1011, page 2069, et seq. and amended at Official Record Book 1208, Page 1485, et seq. and amended at Official Record Book 2578, Page 1048, et seq.

1. By Warranty Deed dated November 16, 2011, Ocean Harbour Condominium Association, Inc. acquired ownership of a parcel of land located to the east of the existing Condominiums. This deed is recorded at Official Record Book 3341, Page 1263-1265, St. Lucie County public records. The legal description of this property is attached as Exhibit "A".

2. The Declarations of Condominium of Ocean Harbour Condominiums A, B, C, D & E are hereby amended to dedicate the property described in the attached Exhibit "A" as common elements for Condominiums A, B, C, D & E

3. This dedication of property as common elements is made in compliance with Article 5.1 of the Declarations of Condominiums for Condominiums A, B, C, D & E at Ocean Harbour.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed on December 27, 2011.

WITNESSES: Ocean Harbour Condominium Association, Inc.

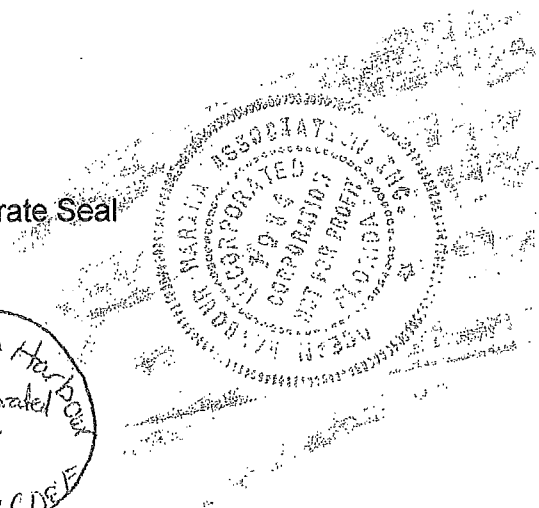
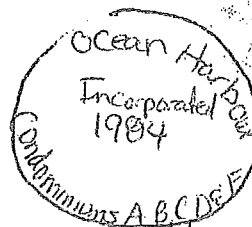
LR Mumpfy  
Witness #1 Signature  
Dana R Mumpfy  
Witness #1 Printed Name  
Lauri L Stevens  
Witness #2 Signature  
Lauri L Stevens  
Witness #2 Printed Name

By: Thomas Rebig  
Thomas Rebig, President

LR Mumpfy  
Witness #1 Signature  
Dana R Mumpfy  
Witness #1 Printed Name  
Lauri L Stevens  
Witness #2 Signature  
Lauri L Stevens  
Witness #2 Printed Name

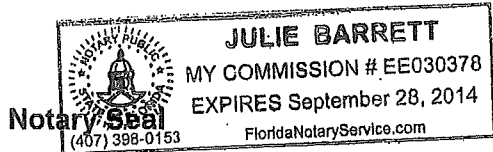
By: Eugene Eger  
Eugene Eger, Secretary

Corporate Seal



STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 2011 by Thomas Rebik, as President of Ocean Harbour Condominium Association, Inc., [] who is personally known to me or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

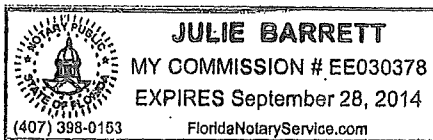


Julie Barrett  
Signature of Notary Public

STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 2011 by Richard ~~Carey~~ <sup>Eugene Carey</sup>, as Secretary of Ocean Harbour Condominium Association, Inc., [] who is personally known to me or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

**Notary Seal**



Julie Barrett  
Signature of Notary Public

DECLARATION OF CONDOMINIUM  
 OF  
 OCEAN HARBOUR CONDOMINIUM A  
 St. Lucie County, Florida  
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Record and Return to:  
Jane L. Cornett  
Cornett, Gooze & Associates, P.A.  
P.O. Box 66  
Stuart, FL 34995

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
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**OCEAN HARBOUR TOWER CONDOMINIUM E**  
**ST. LUCIE COUNTY, FLORIDA**

The Declaration of Ocean Harbour Condominium "A" was recorded in the public records of St. Lucie County, Florida at Official Records Book 338, page 1356, et seq. and amended at Official Record Book 338, page 2310, et seq. and amended at Official Record Book 753, page 1733.

The Declaration of Ocean Harbour Condominium "B" was recorded in the public records of St. Lucie County, Florida at Official Records Book 338, page 1287, et seq. and amended at Official Record Book 753, page 1733.

The Declaration of Condominium of Ocean Harbour Condominium "C" was recorded in the public records of St. Lucie County, Florida at Official Records Book 344, page 398, et seq. and amended at Official Record Book 344, page 457, et seq. and amended at Official Record Book 753, page 1733.

The Declaration of Ocean Harbour Condominium "D" was recorded in the public records of St. Lucie County, Florida at Official Records Book 469, page 2640, et seq. and amended at Official Record Book 469, page 2640, et seq. and amended at Official Record Book 753, page 1739, et seq.

The Declaration of Ocean Harbour Tower Condominium "E" was recorded in the public records of St. Lucie County, Florida at Official Records Book 1011, page 2069, et seq.

The same Declarations of Condominium of Ocean Harbour Condominiums A, B, C, D and Ocean Harbour Tower Condominium E are hereby amended as approved by the membership by vote sufficient for approval at a special members' meeting held on February 28, 2006 and reconvened on March 24, 2006.



1. Article 13.8 of the Declarations of Condominium of OCEAN HARBOUR CONDOMINIUMS A, B, C, D and Ocean Harbour Tower Condominium E is amended to read as follows:

13. USE RESTRICTIONS.

- 13.8 The installation and maintenance of hurricane shutters on all windows and sliding glass doors is mandatory by each Unit Owner. The type, color and material to be used shall be as approved by the Association through its Board of Directors. By May 1, 2006, all Owners must either have shutters in place or must provide to the Association a copy of the work order requesting installation and proof of payment.

- Should any Owner fail, by May 1, 2006, to have the shutters in place or to provide satisfactory evidence that the shutters have been ordered and will be paid for by the Unit Owner, the Association may proceed to order the installation and bill the Unit Owner for such installation. The non-complying Unit Owner must pay for this installation within fifteen (15) days of receipt of the bill. Should a non-complying Owner fail to pay when requested to do so, the cost of that shutter installation, along with reasonable administrative fees incurred by the Association, shall be deemed a special assessment against that particular non-complying unit and Owner. Such assessment shall be treated the same as any other assessment levied by Ocean Harbor Condominium Association pursuant to Article 9 of the Declarations and will be collectible as set out in Article 9.

2. The foregoing amendment to the Declarations of Condominium of Ocean Harbour Condominium A, B, C, D and Ocean Harbour Tower Condominium E was adopted by the membership by vote sufficient for approval at special members' meeting held on February 28, 2006 and reconvened on March 24, 2006.

3. The adoption of this amendment appear upon the minutes of said meeting and is unrevoked.

4. All provisions of the Declaration of Condominiums A, B, C, D and Ocean Harbour Tower Condominium E are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed on May 22, 2006.

Nina Gerli  
Witness #1 Signature

Witness #1 Printed Name

Nina Gerli  
Witness #2 Signature

Barbara A. Crespo  
Witness #2 Printed Name

Barbara L. Crespo  
Witness #1 Signature

Nina Gerli  
Witness #1 Printed Name

Nina Gerli  
Witness #2 Signature

Barbara Crespo  
Witness #2 Printed Name  
Barbara Crespo

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

OCEAN HARBOR CONDOMINIUM ASSOCIATION, INC.

By: Dalelyne Siwik  
Dalelyne Siwik, President

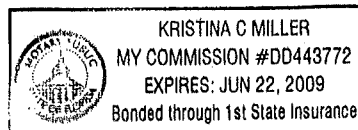
By: Jerry Freeman  
Jerry Freeman, Secretary

**CORPORATE SEAL**

The foregoing instrument was acknowledged before me on May 22, 2006, by Dalelyne Siwik as President of Ocean Harbour Condominium Association, Inc., who is personally known to me [ ] or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

Kristina C Miller  
Notary Public

Printed Name: Kristina C Miller  
Notary Stamp



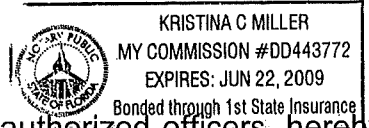
STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on May 22, 2006, by Jerry Freeman as Secretary of Ocean Harbour Condominium Association, Inc. , who is personally known to me [] or [] who has produced identification [Type of Identification: pass book].

Kristina C. Miller  
Notary Public

Name: Kristina C. Miller Printed  
Notary Stamp

**CERTIFICATE**



Ocean Harbour Condominium Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Declarations of Condominium of Ocean Harbour Condominium A, B, C, D and Ocean Harbour Tower Condominium E, a copy of which is attached hereto, was duly and regularly adopted and passed by a vote sufficient for approval by the membership at a special members' meeting held on February 28, 2006 and reconvened on March 24, 2006.

Nina Gerli  
Witness #1 Signature

OCEAN HARBOUR  
CONDOMINIUM ASSOCIATION,  
INC.

Witness #1 Printed Name  
Nina Gerli

By: Dalelyne Siwik  
Dalelyne Siwik, President

Witness #2 Signature  
Barbara L. Cresp

Witness #2 Printed Name  
BARBARA L. Cresp

By: Jerry Freeman  
Jerry Freeman, Secretary

Nina Gerli  
Witness #1 Printed Name

Witness #2 Signature  
Nina Gerli

**CORPORATE SEAL**

Witness #2 Printed Name  
Barbara L. Cresp

Barbara L. Cresp

STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on May 22, 2006, by Dalelyne Siwik as President of Ocean Harbour Condominium Association, Inc., who is personally known to me  or  who has produced identification [Type of Identification: person known].

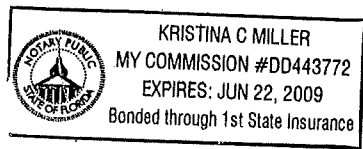


Kristina C. Miller  
Notary Public  
Name: Kristina C. Miller Printed  
Notary Stamp

STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on May 22, 2006, by Jerry Freeman as Secretary of Ocean Harbour Condominium Association, Inc., who is personally known to me  or  who has produced identification [Type of Identification: person known].

Kristina C. Miller  
Notary Public  
Name: Kristina C. Miller Printed  
Notary Stamp



1131872

Fee	\$ 28.50	DOUGLAS DIXON
Lic. Assump	\$ _____	St. Lucie County,
Doc Tax	\$ _____	Clerk Circuit Court
Int Tax	\$ _____	By: <u>D</u>
Total	\$ 28.50	Deputy Clerk

**AMENDMENTS  
 TO THE  
 DECLARATION OF CONDOMINIUM  
 OF  
 OCEAN HARBOUR CONDOMINIUM A, B and C  
 ST. LUCIE COUNTY, FLORIDA**

1. Sections 4, 8 and 15 of the Declaration of Condominium of Ocean Harbour Condominium A, B and C, St. Lucie County, Florida, as recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 338, Page 1287; Official Record Book 338, 1356; Official Record Book 344, Page 398 and amended at Official Record Book 338, Page 1344; Official Record Book 338, Page 2310; Official Record Book 344, Page 457, are hereby further amended as approved at a special meeting of the members and unit owners of Ocean Harbour Condominium Association, Inc. held on July 9, 1991, to read as follows:

4. DEFINITIONS

4.8 Common Expenses include:

(d) Expenses of insurance, maintenance, operation, repair, replacement or betterment of the lift station sewage treatment facilities owned, operated, leased or maintained by the Association.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT

8.1 Apartments.

(a) By the Association. The Association will maintain, repair and replace:

1. All portions of apartments contributing to the support of the apartment building, the surfaces of outside walls of

the apartment building, all exterior painting of doors, door frames and window frames. All exterior fixtures and rails., and all materials constituting the floor areas of apartments other than walls, doors, and windows. Such will be at the expense of the Association unless made necessary by the negligence of any apartment owner., members of his family, or his guests, employee, agents or lessees. In event of such negligence it may be done by the association at the expenses of the apartment owner. THE ASSOCIATION WILL NOT BE RESPONSIBLE FOR THE REPLACEMENT OF DOORS, WINDOW PANES, SCREENS, SLIDING GLASS DOORS OR INTERIOR FLOOR, WALL AND CEILING COVERINGS.

(b) By the Apartment Owners. The responsibility of the apartment owners will be as follows:

To maintain, repair and replace all doors, windows, screens, sliding glass doors, interior walls and all other portions of the apartment and fixtures and equipment contained within the apartment, except the portions that have to be maintained and repaired by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

(d) Alteration and Improvement. No structural alterations or exterior visible improvements will be made in the portions of any apartment to be maintained by the Association without the prior written approval of the Board of Directors of the Association. Any exterior installation accomplished by an owner, such as screens, awnings, shutters, carpeting, etc. shall be at the owner's sole expense and at the owner's risk. A copy of plans for any structural work will be prepared by an architect licensed to

practice in the State of Florida and filed with the Board of Directors for their review and approval.

(e) All owners at Ocean Harbour shall be responsible for properly maintaining all items as listed above. In the case where an owner shall fail to make a repair as required, the Association will have the alternative, in its sole discretion, of accomplishing the necessary repair and charging the owner for the reasonable costs thereof. In any action to collect the costs of such repair, the Association will be entitled to recover its reasonable attorneys fees and costs incurred.

#### 8.2 Common Elements.

(b) Alterations and Improvements. There will be no material alterations or additions to the common elements, including the acquisition of real property as common elements or Association property without prior approval in writing by the record owners of at least sixty-seven percent (67%) of the common elements and which alterations and improvements do not interfere with the rights of any owners without their consent. The share of any cost of such alteration or addition will be assessed to the apartment owners in the shares that their shares in the common elements bear to each other. There will be no change in the shares and rights of an apartments owner in the common elements altered or improved. No such alterations or additions shall be made without the written consent of any mortgage providing funds for the construction of the project.

15. COMPLIANCE AND DEFAULT.

15.4. In addition to other rights as set out above, the Association may assess a fine for violation of the rules and regulations, restrictions of this Declaration or the Articles or By-Laws against any owner. Owners will be responsible for compliance by all tenants, guests and lessees. The fine procedures shall be in accordance with Florida law.

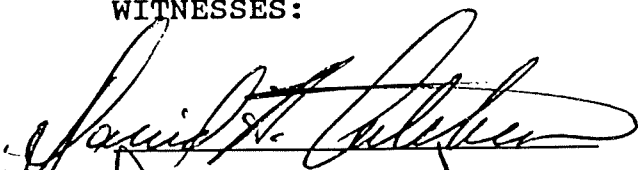
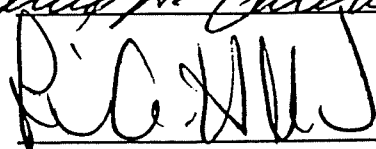
2. The foregoing amendments were adopted and passed by 75% of the entire membership of Ocean Harbour Condominium Association, Inc., at a special meeting held July 9, 1991.

3. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Declaration of Condominium of Ocean Harbour Condominium A, B and C, St. Lucie County, Florida, are herein confirmed and shall remain in full force and effect except as specifically amended herein.


IN WITNESS WHEREOF, the undersigned corporation has caused these articles of amendment to be executed in its name by its President, its Secretary, and its Corporate Seal affixed this 22nd day of August, 1991.

WITNESSES:

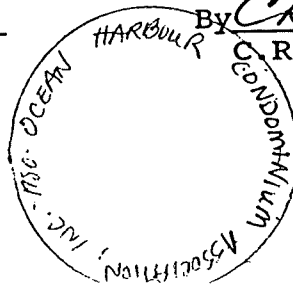
  
\_\_\_\_\_  
  
\_\_\_\_\_

OCEAN HARBOUR CONDOMINIUM  
ASSOCIATION, INC.

BY   
\_\_\_\_\_  
ETHEL WOJAK, President

BY   
\_\_\_\_\_  
R. MCKINSTRY, Secretary

Corporate Seal





STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Ethel Wojak as President and C.R. McKinstry as Secretary, of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 22nd day of August, 1991.

*[Handwritten Signature]*

Notary Public  
My commission expires:

NOTARY PUBLIC  
MY COMMISSION  
EXPIRES

CERTIFICATE

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., by its duly authorized officers, hereby certify that the amendments to the Declaration of Condominium, a copy of which is attached hereto, were duly and regularly adopted and passed by 75% of the entire membership of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., at a special meeting held July 9, 1991.

EXECUTED this 22nd day of August, 1991.

WITNESSES:

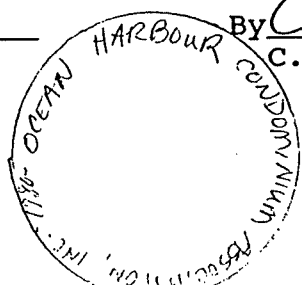
OCEAN HARBOUR CONDOMINIUM  
ASSOCIATION, INC.

*[Handwritten Signature]*  
*[Handwritten Signature]*

By *[Handwritten Signature]*  
ETHEL WOJAK, President

By *[Handwritten Signature]*  
C.R. MCKINSTRY, Secretary

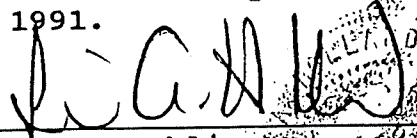
Corporate Seal

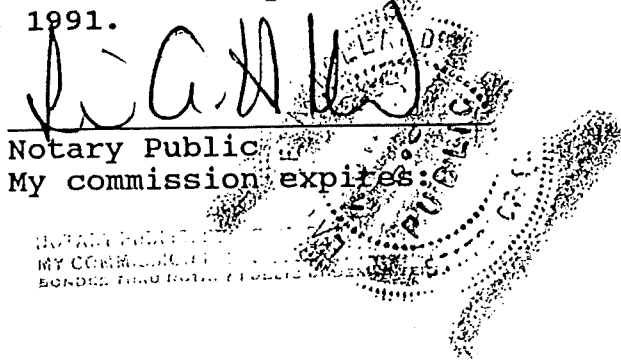


STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Ethel Wojak as President and C.R. McKinstry as Secretary, of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 22nd day of August, 1991.

  
Notary Public  
My commission expires:

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
BONDED THIS FOURTH OF FEBRUARY 1991

This instrument prepared by and return to:  
JANE L. CORNETT, ESQUIRE  
WACKEEN, CORNETT & GOOGE, P.A.  
401 East Osceola Street  
Stuart, Florida 34994

1131872

'91 SEP -3 P1:06

FILED AND RECORDED  
DOUGLAS DIXON CLERK  
ST. LUCIE COUNTY, FL.

499806

AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
OCEAN HARBOUR CONDOMINIUM A  
NORTH BEACH, ST. LUCIE COUNTY, FLORIDA

THIS AMENDMENT, made this 16th day of September, 1980, by  
OCEAN HARBOUR OF NORTH BEACH DEVELOPMENT CORPORATION, a Florida  
corporation, hereinafter called "Developer", for itself, its successors  
and assigns.

WITNESSETH:

WHEREIN, the Developer makes the following Amendment to the  
Declaration of Condominium of Ocean Harbour Condominium A, as recorded  
in Official Record Book 338, page 1356, public records of St. Lucie  
County, Florida, to-wit:

1. That pursuant to Section 5.3 of said Declaration of Condominium  
the Certificate of Surveyor attached hereto as "Exhibit A" is hereby  
filed to reflect the correct Certificate of Surveyor to show substantial  
completion of construction of the condominium.

2. That the attached Certificate of Surveyor certifies the facts  
required by Section 718.104(4)(e), Florida Statutes.

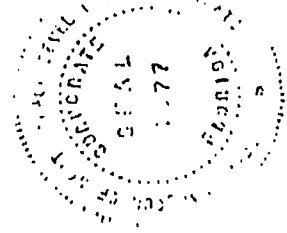
IN WITNESS WHEREOF, the Developer has executed this Amendment  
to the Declaration of Condominium the day and year first set forth  
hereinabove.

Signed, sealed and delivered OCEAN HARBOUR OF NORTH BEACH DEVELOPMENT  
in the presence of: CORPORATION, a Florida corporation

[Signature]

By Tony Soto-Longo  
Tony Soto-Longo, President

(CORPORATE SEAL)



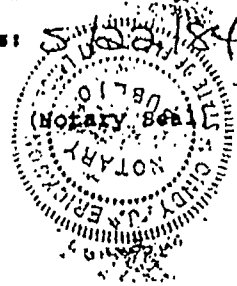
STATE OF FLORIDA  
COUNTY OF MARTIN

Before me, the undersigned authority, personally appeared  
TONY SOTOLONGO, well known to me to be the President of OCEAN  
HARBOUR OF NORTH BEACH DEVELOPMENT CORPORATION and who executed  
the foregoing Amendment, and he acknowledged before me and to me  
that he executed said Amendment for the purposes expressed therein.

WITNESS my hand and official seal, this 16th day of September,  
1980.

*C. J. S. S. S.*  
Notary Public, State of Florida

My Commission expires: *5/20/84*



AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
OCEAN HARBOUR CONDOMINIUM A  
NORTH BEACH, ST. LUCIE COUNTY, FLORIDA

THIS AMENDMENT, Made this 25th day of August,  
1980, by OCEAN HARBOUR OF NORTH BEACH DEVELOPMENT CORPORATION, a  
Florida Corporation, hereinafter called "Developer", for itself, its  
successors and assigns.

W I T N E S S E T H :

WHEREIN, the Developer makes the following Amendment  
to the Declaration of Condominium of Ocean Harbour Condominium A,  
to which this Amendment is attached and recorded in the Official  
Records of St. Lucie County, Florida, to-wit:

1. That pursuant to Section 5.3 of said Declaration  
of Condominium the Certificate of Surveyor attached hereto as  
Exhibit "A" is hereby filed due to the fact that substantial  
completion of construction of the condominium has taken place.
2. That the attached Certificate of Surveyor certifies  
the facts required by Section 718.104(4)(e), Florida Statutes.

IN WITNESS WHEREOF, the Developer has executed this  
Amendment to the Declaration of Condominium the day and year  
first set forth hereinabove.

Witnesses:

OCEAN HARBOUR OF NORTH BEACH  
DEVELOPMENT CORPORATION

MaScott  
Quicksan

By:

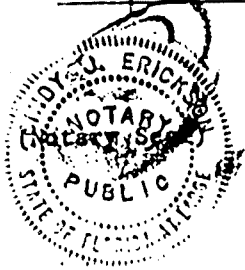
Tony Sotoyongo  
Tony Sotoyongo, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF MARTIN )

BEFORE ME, the undersigned authority, personally appeared TONY SOTOLONGO, well known to me to be the President of Ocean Harbour of North Beach Development Corporation and who executed the foregoing Amendment, and he acknowledged before and to me that he executed said Amendment for the purposes expressed therein.

WITNESS my hand and official seal this 25th day of August, 1980.



*J. Erickson*  
NOTARY PUBLIC  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 22, 1984  
Dated This 25th day of August 1980

DECLARATION OF CONDOMINIUM  
OF OCEAN HARBOUR CONDOMINIUM A  
ST. LUCIE COUNTY, FLORIDA

This Declaration of Condominium made this 25th day of August, 1980, by OCEAN HARBOUR OF NORTH BEACH DEVELOPMENT CORPORATION, a Florida Corporation, hereinafter called the "Developer", for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, 1977, hereinafter called the Condominium Act; and the Developer does hereby submit the condominium property to condominium ownership.

2. NAME AND ADDRESS

The name by which this condominium is to be identified is OCEAN HARBOUR CONDOMINIUM A, and its mailing address is 5151 N. State Road A1A, North Beach, Fort Pierce, Florida 33450, hereinafter called "The Condominium".

3. THE LAND

3.1 Description. The lands owned by Developer, which by this instrument are submitted to the condominium forms of ownership, are located in St. Lucie County, Florida, more particularly described in Exhibit "A-1", which is attached hereto and made a part hereof.

3.2 Title Exceptions.

(a) Construction loan mortgage to Inland Mortgage and Investment Corp., dated December 22, 1978, encumbering Exhibit "A-1" lands, securing \$ 3,300,000.00, and filed for record in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Official Records Book 300, Page 2029.

(b) Purchase Money mortgage to JAMES J. PARDIECK, Trustee, dated December 22, 1978, encumbering Exhibit "A-1" lands, securing \$ 1,500,000.00 and filed for record in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida, in Official Records Book 300, page 2023.

(c) Subject to reservation of 200 foot wide road easement for the benefit of the Department of Transportation of the State of Florida lying 100 feet on each side of the centerline of State Road A-1-A.

4. DEFINITIONS

The terms used in this Declaration and on its Exhibits, and in all amendments thereto, shall have the meanings stated in the Condominium Act (Section 718.103, Florida Statutes, 1977) and as follows unless the context otherwise requires:

4.1 Apartment means unit as defined by the Condominium Act.

4.2 Apartment Owner means unit owner, as defined by the Condominium Act.

4.3 Assessment means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the apartment owner.

4.4 Association means OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

4.5 Association Properties or Property owned by the Association means real property which has been or will be deeded to the Association and the improvements thereon. This real property is not submitted to condominium ownership and, therefore, is not a portion of the common elements of any condominium in the OCEAN HARBOUR development. As this Association Property is deeded to the Association, the conveyance shall contain use restrictions limiting ownership and use to the Association and unit owners within OCEAN HARBOUR CONDOMINIUMS A, B, C, D and E. The expenses for the operation and maintenance of this Association Property shall be equitably apportioned by the Association to those unit owners who are entitled to use the property.

4.6 By-Laws means the By-Laws of the Association existing from time to time.

4.7 Common Elements means the portions of the condominium property not included in the apartments.

4.8 Common Expenses include:

- (a) Expenses of administration;
- (b) Expenses of insurance, maintenance, operation, repair, replacement, or betterment of the common elements and of the portions of the apartments to be maintained by the Association;
- (c) Expenses of insurance, maintenance, operation, repair, replacements or betterment of the Recreational Facilities owned, operated, leased, or maintained by the Association;
- (d) Expenses of insurance, maintenance, operation, repair, replacement or betterment of the sewage treatment facilities owned, operated, leased or maintained by the Association.
- (e) Expenses declared common expenses by provisions of this Declaration or by the By-Laws of the Association;
- (f) Any valid charge against the condominium property as a whole.

4.9 Common Surplus means the excess of all receipts of the Association over the common expenses.

4.10 Condominium means that form of ownership of property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

4.11 Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

4.12 Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, mortgage bank, mortgage banker, union pension fund, or other such institutions or agencies, private or public, in the business of provid-



ing mortgage financing, an agency of the United States Government, or any lender, institutional or otherwise, which has loaned funds for the construction of the condominium or for the purchase of any unit.

4.13 Singular, Plural, Gender. Whenever the context so permits, the use of plural will include the singular, the use of the singular will include the plural, and the use of any gender will be deemed to include all genders.

## 5. DEVELOPMENT PLAN

The Condominium is described and established as follows:

### 5.1 Dedication of Recreational and Common Use Properties.

(a) The Developer shall construct certain improvements upon the common elements which improvements shall, among other things, consist of landscaping, automobile parking areas, swimming pools, tennis court, and other facilities located substantially as shown on the drawing attached hereto as Exhibit "A-1".

(b) The common elements are shown on Exhibit "A-1" attached hereto. The Owner and the Developer further declare and covenant that said common elements shall at all times be open and useable by the apartment owners and their guest and employees of condominium units in the several condominiums known as OCEAN HARBOUR. The Owner and the Developer further declare that this covenant shall run with the land and shall be enforceable by the County of St. Lucie, State of Florida.

(c) Each apartment owner in each of the five (5) condominiums jointly to be known as OCEAN HARBOUR shall have equal rights to possession and use of the common elements. The assessment for said facilities shall include without limitation, maintenance, taxes and insurance, and shall be charged to the apartment owners entitled to the use of said facilities. Each of the five (5) condominiums to be created at OCEAN HARBOUR shall share equally in the cost of maintaining both of the pools and the tennis courts. They shall also share equally in the cost of maintaining all of the roadways and parking areas at OCEAN HARBOUR. All of the apartment owners of Condominiums B, C, D and E are hereby granted a perpetual easement across all of the property of OCEAN HARBOUR CONDOMINIUM A. The Declaration of Condominium for Condominiums B, C, D, and E shall contain this same grant of easement across those lands to the unit owners of Condominium A.

(d) Water and Sewer service shall be furnished by Bryn Mawr Utilities pursuant to agreement. Each apartment shall share equally in the cost of water and sewer service. These costs shall be considered a part of the common expenses of the Condominium and therefore a part of the quarterly assessment made for common expenses.

5.2 Survey and Plot Plans. A legal description of the land, a survey of the land and the common elements on the land, plot plans showing location and dimensions of each apartment and of the common elements are attached hereto as Exhibit "A-1" through "A-11". For the purpose of identification, all apartments in the buildings located on said land are given identifying letter and number combinations and no apartment bears the same identifying letter and number as does any other apartment.

5.3 Surveyor's Certificate. On the date of the execution of this Declaration of Condominium, the condominium building was not substantially completed; however, upon substantial completion of construction, Developer shall amend the Declaration to include a Certificate of a Surveyor certifying the facts required by Section 718.104(4)(e), Florida Statutes.

#### 5.4 Amendment of Plans.

(a) Alteration of Apartment Plans. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, as long as it owns the apartments to be altered. No such change will increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in Article 16 hereof. If the Developer shall make any changes in apartments, as herein authorized, such changes will be reflected by an amendment of this Declaration, and if more than one apartment is concerned, the Developer shall equitably apportion between the apartments the shares in the common elements appurtenant to the apartments concerned, in such proportions as the floor space of each apartment bears to that of every other apartment. However, no changes or amendments to the design plan of the apartments may be made by the Developer without the consent of the construction mortgagee.

(b) Amendment of Declaration. When the condominium improvements have been substantially completed, this Declaration shall be amended to include the Certificate of a Surveyor authorized to practice in this State certifying that the construction is substantially complete, and that the provisions of this Declaration describing the condominium property, together with the exhibits attached hereto, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

5.5 Easements are reserved through the condominium property, as shown in the Exhibits, in order to adequately serve this condominium and the four (4) other condominiums to be known as OCEAN HARBOUR, which shall be established and constructed substantially as shown in Exhibit "A-2" hereto attached; however, such easements as may exist or may be required through an apartment will be only according to the plans and specifications for the apartment building, or as the building is constructed. As to all easements there is reserved to the Association, its agents, successors or assigns and to the apartment owners their agents, heirs or assigns, and to the apartment owners of the four (4) other condominiums to be known as OCEAN HARBOUR, their agents, heirs or assigns, the right of ingress, egress and access to such an extent as may be necessary or required for the full use, enjoyment, maintenance or repair of said easement or any improvements using or located thereon.

5.6 Easement Appurtenant. Cross easements to all common elements are hereby granted to all apartment owners in OCEAN HARBOUR CONDOMINIUMS A, B, C, D, and E as an easement appurtenant, as more specifically provided in Section 5.1(c) above.

#### 5.7 Improvements - General Description.

(a) Apartment Building. The condominium includes one apartment building. It consists of eight (8) floors and contains apartments and common elements.

(b) Other Improvements. The condominium includes grounds, landscaping, automobile parking areas, and other facilities located substantially as shown upon the plans and which are part of the common elements.

5.8 Apartment Boundaries. Each apartment will include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the apartments will be the following boundaries, extended to an intersection with the perimetrical boundaries:

1. Upper Boundary (first through seventh floor apartments) - The horizontal plane of the lower surfaces of the ceiling slab;

2. Upper Boundary (eighth floor apartments) - The horizontal plane of the upper surfaces of the sheetrock;

3. Lower Boundary (all apartments) - the horizontal plane of the lower surfaces of the floor slab.

(b) Perimetrical Boundaries. The perimetrical boundaries of the apartments will 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 exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon; and when there is attached to the building a balcony, porch, stairway or other portion of the building serving only the apartment being bounded, such boundaries will 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 lines of walls bounding an apartment extended to intersection with other perimetrical boundaries, with the following exceptions:

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

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

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

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

5.9 Common Elements. The common elements of the condominium consist of the land and all other parts of the condominium property not within the apartments, including but not limited to service rooms, and all tangible personal property which is used in the maintenance and operation of the condominium.

#### 6. OWNERSHIP OF COMMON ELEMENTS

There will be an equal undivided 1/39th share in the common elements appurtenant to each apartment of the condominium.

The fee title to each apartment will include both the apartment and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective apartment, even though the description in the instrument of conveyance or encumbrances may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in the common elements appurtenant to each apartment will be null and void.

#### 7. COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium will be shared by the apartment owners in equal shares regardless of the purchase prices of the apartments or their locations.

Expenses of operating, maintaining, improving and repairing the recreational facilities owned by the Association, and expenses of operating, maintaining, improving and repairing the sewage facilities serving the apartments, shall be a common expense, and shall be apportioned equally among all apartment owners who now may be or hereafter may become members of the Association.

Any common surplus of the Association will be owned by the apartment owners in the same proportions as their interest in all of the common elements.

#### 8. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvements, will be as follows:

##### 8.1 Apartments.

(a) By the Association. The Association will maintain, repair and replace:

1. All portion of apartments contributing to the support of the apartment building, the surfaces of outside walls of the apartment building, the surfaces of interior building walls facing common elements, the outside surfaces of said doors, the outside windows of apartments, and all materials enclosing the floor areas of apartments other than walls, doors and windows. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owners.

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, except electrical switches, electrical outlets, light bulbs, appliances, bathroom fixtures, kitchen fixtures and similar equipment, contained within or attached to the portions of the apartments to be maintained by the Association. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents, or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services and all fixtures and equipment contained within portions of the apartments to be maintained by the apartment owners, if necessary to properly furnish utility services to parts of the condominium other than the apartment within which they are contained. Such will be done at the expense of the owner of the apartment where the work is done.

4. All incidental damage caused to apartments by such work will be promptly repaired by the Association, at the expense of the party responsible for the expense of such work.

(b) By the Apartment Owners. The responsibility of the apartment owners will be as follows:

1. To maintain, repair, and replace all portions of apartments and the fixtures and equipment contained within apartments, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

2. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or the surfaces of the interior buildings walls facing common elements without prior written approval of the Association.

3. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(c) Insurance Proceeds. The liability of the Association and apartment owners for maintenance, repair and replacements, as aforesaid will be reduced to the extent by which such expenses are met by the proceeds of insurance carried by the Association.

(d) Alteration and Improvement. Except as elsewhere reserved to Developer, no structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owners of apartments in which such work is to be done and of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida will be filed with said Board of Directors prior to the start of such work.

## 8.2 Common Elements.

(a) By the Association. The maintenance, repair, replacement and operation of the common elements will be the responsibility of the Association and a common expense. However, the liability of the Association for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by it.

(b) Alterations and Improvements. Except as herein reserved to the Developer, there will be no alterations or additions to the common elements without prior approval in writing by the record owners of at least 75 percent of the common elements and which alterations and improvements do not interfere with the rights of any owners without their consent. The share of any cost of such alteration or addition will be assessed to the apartment owners in the shares that their shares in the common elements bear to each other. There will be no change in the shares and rights of an apartment owner in the common elements altered or improved. No such alterations or additions shall be made without the written consent of any mortgagee providing funds for the construction of the project.

## 9. ASSESSMENTS.

The making and collection of assessments against Apartment Owners for common expenses will be pursuant to the By-Laws of the Association, subject to the following provisions:



9.1. Share of Common Expense. Each apartment owner will be liable for a proportionate share of the common expenses, and will share in the common surplus, as provided for in Article 7 of this Declaration.

9.2. Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten (10) days after date when due, will not bear interest; but all such sums not paid on or before ten (10) days after the date when due will bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account will be first applied to interest and then to the assessment payment first due.

9.3. Lien for Assessments. Assessments shall be due and payable on the first day of each calendar quarter of the year for which assessments are made, or thirty (30) days after the mailing to the unit owners of a statement for the assessment coming due, whichever date shall last occur. The Association shall record a Claim of Lien if an assessment shall remain unpaid for sixty (60) days after the same shall become due and payable as set forth above. No foreclosure judgment shall be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose the lien to collect the unpaid assessment. The lien for unpaid assessments shall secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien.

9.4. Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and it may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose an assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

9.5. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where a mortgagee or a third party acquired title to an apartment as a result of the foreclosure of an institutional first mortgage of record, or where such a mortgagee accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, or executors, legal representative, successors and assigns will not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to such acquisition of title. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectable from all of the apartment owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

However, any person who acquires an interest in an apartment (except through foreclosure on an institutional first mortgage of record, or deed in lieu thereof) as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, will not be entitled to occupancy of the apartment or enjoyment of the common elements, until such time as all unpaid assessments due and owing by the former owner have been paid.

9.6. Assignment of Claim and Lien Rights. The Association, acting through the Board of Directors, will have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any apartment owner or group of apartment owners, or to any third party.

## 10. ASSOCIATION

The operation of the Condominium will be by OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, membership in which is mandatory by each apartment owner, one vote per unit. The Association will fulfill its functions pursuant to the following provisions.

10.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B".

10.2. The By-Laws of the Association will be the By-Laws of the condominium, a copy of which is attached hereto as Exhibit "C".

10.3. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to apartment owners, lessees, invitees or licensees for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

10.4. Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

10.5. Multiple Condominiums. The Association shall be administering and operating other condominiums in OCEAN HARBOUR. It shall be the Association's sole responsibility and discretion to determine which items of cost, expense and income are attributable in their entirety to the Condominium, and which are to be apportioned amongst more than one condominium, as well as the basis of such apportionment, and in all events the Associations' determination as to such attribution shall be conclusive and binding, and all costs and expenses attributed to the Condominium, whether in their entirety or as an apportionment of an expense shared by more than one condominium, shall constitute common expenses of the Condominium.

10.6. Association Property. The Developer intends to construct docks in the waters to the west of the condominium properties which shall be for the exclusive use of boat slip purchasers who must be unit owners within OCEAN HARBOUR CONDOMINIUMS A, B, C, D or E.

The Developer shall execute and the Association shall accept a deed for the ownership of the dock facilities and all properties except the actual boat slips, to the west of OCEAN HARBOUR CONDOMINIUMS C and E. The Association shall operate and maintain these Association Properties and the expenses thereof shall be equitably apportioned by the Association to those unit owners who are entitled to use these properties.

## 11. INSURANCE

The insurance, other than title insurance, that will be carried upon the condominium property and the property of the apartment owners will be governed by the following provisions:

11.1. Authority to purchase; named insured. All insurance policies upon the condominium property will be purchased

by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies will provide that payments by the insurer for losses will be made to the Insurance Trustee designated below, and all policies and their endorsements will be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

#### 11.2. Coverage.

(a) Casualty. All buildings and improvements upon the land will be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs; and all personal property included in the common elements will be insured for its value, as determined by the Board of Directors of the Association. Such coverage will afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and;

2. Such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use of the building on the land, including but not limited to vandalism and malicious mischief.

3. The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air conditioning unit for space cooling and heating serving the individual apartment, and all integral parts thereof, including, but not limited to, the compressor located adjacent to the condominium building; service equipment such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to

(a) subrogation against the Association and against the unit owners individually and as a group;

(b) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

(b) Public Liability in such amounts and with such coverage as will be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.



11.3. Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association, as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

11.4. Insurance trustee; share of proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and will provide that all proceeds covering property losses will be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements: An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments will be held in the following undivided shares:

1. When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

2. When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

11.5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee will be paid first, or provision made for such payment.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds will be paid to defray the cost of such as else-

where provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

11.6. Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

## 12. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

12.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired will be determined in the following manner:

(a) Common Elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium will be terminated.

### (b) Apartments.

1. Lesser damage. If the damaged improvements is an apartment or apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium will be terminated.

2. Major damage. If the damaged improvement is an apartment or apartments and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association not to be tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

12.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Board of Directors of the Association; and if the damaged property is an apartment or apartments, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

12.3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

12.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

12.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amount to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments will be in proportion to the cost of reconstruction and repair of their respective apartments; and such assessments on account of damage to common elements will be in proportion to the owner's share in the common elements.

12.6. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which will consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, will be disbursed in payment of such costs in the following manner:

(a) Association. If the total of the payments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid will be deposited with the Insurance Trustee. In all other cases, the Association will hold the sums paid and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee on account of such casualty will constitute a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

1. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the construction fund will be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

2. Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund will be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

3. Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner will be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee

endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

4. Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial owners of the fund in the manner elsewhere stated. Except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund will not be made payable to any mortgagee.

5. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee will not be required to determine whether or not sums paid will be deposited with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the 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 required in this instrument to be named as payee, the Insurance Trustee will also name the mortgagee as a payee of any distribution of insurance proceeds to an apartment owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

### 13. USE RESTRICTIONS

The use of the condominium property will be in accordance with the following provisions.

13.1. Apartments. Each of the apartments will be occupied as a single family private dwelling by the owner, the members of his family, and his social guests, and for no other purpose. No apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

No animals or pets of any kind other than household pets will be kept in any apartment, or on any property of the condominium, provided that the keeping of any pets shall be subject to the rules and regulations adopted by the Board of Directors of the Association, provided that they will not be kept, bred or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance or unreasonable disturbance may be permanently barred from the property, upon three (3) days written notice from said Board of Directors.

The apartment owners will not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the apartment building and will not otherwise change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, and no signs, will be allowed on porches or balconies or upon any other part of the condominium property, without the written consent of said Board of Directors.

Automobiles will be parked in the parking areas of the condominium property adjacent to or near the apartment building,

but only in accordance with the rules and regulations of the Association. There shall be one and three-quarters (1 3/4) parking spaces per apartment which shall be unassigned, therefore, any space shall be useable by any apartment owner or lessee. No other vehicles and objects, including but not limited to trailers, boats and motor homes may be parked or placed upon any of the condominium property unless permitted by the Association.

13.2. Common Elements. The common elements will be used only for the purpose for which they are intended.

13.3. Nuisances. No nuisance will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

13.4. Lawful Use. No immoral, improper, offensive or unlawful use will be made of the condominium property nor any part of it; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction, will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

13.5. Leasing. After approval by the Board of Directors of the Association elsewhere required, entire apartments may be rented, provided the occupancy is only by the lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accomodated.

13.6. Rules and Regulations. Reasonable rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Association. Copies of such rules and regulations and amendments will be furnished to all apartment owners and residents of the condominium, upon reuest.

13.7. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the association nor the use of the condominium property will interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common elements as may facilitate such completion and sales, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

#### 14. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer will be subject to the following provisions, which provisions each apartment owner covenants to observe.

##### 14.1. Transfer subject to approval.

(a) Sale. No apartment owner may dispose of an apartment or of any interest in an apartment by sale, without approval of the Association, except to another apartment owner.

(b) Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association, except to another apartment owner.



(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment will be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment will be subject to the approval of the Association.

(e) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment will be obtained in the manner set forth in Paragraph 14.2.

14.2. Approval by Association. The approval of the Association that is required for the transfer of ownership of apartments will be obtained in the following manner:

(a) Notice to Association.

1. Sale. An apartment owner intending to make a bona fide sale of his apartment or of any interest in it will give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell.

2. Lease. An apartment owner intending to make a bona fide lease of his apartment or of any interest in it will give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

3. Gift, devise or inheritance; other transfers  
An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, will give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

4. Failure to give notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

2. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

3. Gift; devise or inheritance; other transfers.

If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval will be stated in a certificate executed by the President of the Association.

14.3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter will be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

1. At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or it will be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; 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 will be paid by the purchaser.

2. The purchase price will be paid in cash.

3. The sale will be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

4. A certificate approving the purchaser will be executed by the President and Secretary of the Association.

5. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by it shall default in his agreement to purchase, then notwithstanding the disapproval, the transfer or ownership previously disapproved will be deemed to have been approved; and the Association will furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, an apartment owner will be advised of the disapproval in writing, and the lease will not be made.

(c) Gifts; devise or inheritance; other transfers.

If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

1. The sale price will 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. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the

American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; 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 will be paid by the Purchaser.

2. The purchase price will be paid in cash.

3. The sale will be closed within ten (10) days following the determination of the sale price.

4. A certificate approving the purchaser will be executed by the President and Secretary of the Association.

5. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the transfer or ownership previously disapproved will be deemed to have been approved, and the Association will furnish a certificate of approval as elsewhere provided.

14.4. Mortgage. No apartment owner may mortgage his apartment or any interest in it without the approval of the Association unless it is by an institutional mortgage or a mortgage to the Developer to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

14.5. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" will not apply to a transfer to or a purchase by the holder of an institutional mortgage, that acquires its title as the result of owning such mortgage or lien upon the apartment concerned; and this will be so whether the title is acquired by deed from the apartment owner, his successors or assigns, or through foreclosure proceedings; nor will such provisions apply to a transfer, sale or lease by the holder of an institutional mortgage, that so acquired its title; nor will such provisions apply to a transfer, sale or lease by the developer. Neither will such provisions require the approval of a purchaser who acquired the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

14.6. Unauthorized Transaction. Any sale, mortgage, or lease not authorized pursuant to the terms of this Declaration will be void unless subsequently approved by the Board of Directors of the Association.

## 15. COMPLIANCE AND DEFAULT.

Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations will entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act or otherwise.

15.1. Increase in Insurance Premiums. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.



15.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

15.3. No Waiver of Rights. The failure of the Association or of any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents will not constitute a waiver of the right to do so thereafter.

#### 16. AMENDMENTS.

Except as elsewhere provided otherwise, this Declaration may be only amended in the following manner:

16.1. Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

16.2. Adoption. A resolution for the adoption of a proposed Amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) Not less than 80% of the votes of the entire membership of the Association; or

(c) Until the first election of directors, only by all of the directors; provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

16.3. Proviso. Provided, however, that no amendment will discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment, unless said mortgagee shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or repair after casualty", or "Amendments", or in Paragraph 14.5. of the section entitled "Maintenance of Community Interests", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

#### 17. PHLMC REQUIREMENTS.

A. Notwithstanding any other provision in this Declaration of Condominium, the Condominium Association By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a condominium unit of record:

(1) A first mortgagee at its request is entitled to written notification from the association of owners of the condominium of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within sixty (60) days.

(2) Any "right of first refusal" contained in the condominium constituent documents shall not impair the rights of a first mortgage to:

(a) Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or

(b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(c) sell or lease a unit acquired by the mortgagee.

(3) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

(4) Unless at least 75% of the first mortgagees (based upon one vote for each mortgage owned) or owners (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, the Condominium Association shall not be entitled to:

(a) by act or omission seek to abandon or terminate the condominium;

(b) change the pro rata interest or obligations of any condominium unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the prorata share of ownership of each unit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project; provided, however, if there is now or hereafter provision for addition to or expansion of the condominium project, then a change in the pro rata interest or obligations of any individual unit for (1) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each unit in the common elements will be permitted provided that the provision pursuant to which the condominium is subject to additions or expansion complies with the following limitations:

(i) unit owners have a minimum percentage undivided interest in the common elements, and a corresponding maximum interest subject to diminution to no less than such minimum, each such percentage interest being stated in this Declaration of Condominium;

(ii) the conditions on which any change in such percentage of undivided interest in common elements may take place are fully described in this Declaration of Condominium, together with a description of the real property which will become subject to the condominium if such alternative percentage interest becomes effective; and

(iii) no change in the percentage interest in the common elements may be effected pursuant to such provision more than seven (7) years after the date the Master Deed became effective.

(5) Each first mortgagee has the right to examine the books and records of the Condominium Association and the condominium project.

(6) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(7) Any agreement for professional management of the condominium regime or any other contract providing for services by the developer, sponsor or builder must provide for termination on ninety (90) days' written notice and the term of any such contract may not exceed three (3) years.

B. Provision is hereby made for the following items in the condominium organization and operation and such provision may not be subject to deletion or amendment without the prior written consent of the holder of each first mortgage of a condominium unit of record:

(1) Condominium dues and charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular quarterly installments rather than by special assessments.

(2) ~~All taxes, assessments and charges which may~~ become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

(3) All amenities (such as parking, recreation, and service areas) are a part of the condominium and are covered by the construction mortgage at least to the same extent as are general common elements.

(4) The Condominium Association shall agree to give FHLMC notice (8 Mackinac Corporation, 511 Woodward Avenue, Detroit, Michigan 48226) in writing of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000.

#### 18. TERMINATION.

This condominium may be voluntarily terminated in the manner provided in the Condominium Act, at any time, except as provided otherwise in this Declaration.

19. SEVERABILITY.

The invalidity in whole or in part of any covenant or restrictions, or any section, subsection, sentence, clause, phrase or word, or other proviso of this Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations of the Association will not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Owner and the Developer have executed this Declaration the day and year first above written.

OCEAN HARBOUR OF NORTH BEACH  
DEVELOPMENT CORPORATION



By: Tony Sotolongo  
TONY SOTOLONGO, President

STATE OF FLORIDA  
COUNTY OF MARTIN

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared TONY SOTOLONGO, well known to me to be the President of the corporation named as OCEAN HARBOUR OF NORTH BEACH DEVELOPMENT CORPORATION, in the foregoing Declaration of Condominium, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of August, 1980.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 18VIC

(Notary Seal)

Notary Public, State of Florida at Large  
My Commission Expires May 22, 1984

JOINDER OF MORTGAGEE

JAMES J. PARDIECK, as Trustee

\_\_\_\_\_, the owner and holder of a mortgage dated the 22nd day of December, 1978, recorded in O. R. Book 300, at pages 2023 of the public records of St. Lucie County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

Signed, sealed and delivered in the presence of:

Christina  
Ula Scott

James J. Pardieck  
JAMES J. PARDIECK, as Trustee

STATE OF FLORIDA

COUNTY OF MARTIN

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ JAMES J. PARDIECK, as Trustee, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same individually and as trustee.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of August

Christina E. ...  
NOTARY PUBLIC  
My Commission Expires 1980

(Notary Public)

Notary Public, State of Florida at Large  
My Commission Expires May 22, 1984

1994

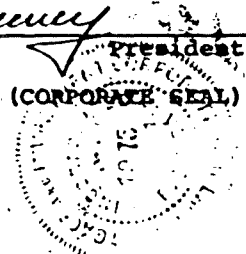
JOINDER OF MORTGAGEE

INLAND MORTGAGE AND INVESTMENT CORPORATION, the owner and holder of a mortgage dated the 22nd day of December, 1978, recorded in Official Record Book 300, at page 2029, of the public records of St. Lucie County, Florida, hereinafter called "Mortgagee" does hereby join in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

Signed, sealed and delivered INLAND MORTGAGE AND INVESTMENT CORPORATION in the presence of:

[Signature]  
[Signature]

By Robert M. Sweeney



STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Robert M. Sweeney, the President of INLAND MORTGAGE AND INVESTMENT CORPORATION, to me known to be the person who signed the foregoing instrument and acknowledged the execution thereof to be the act and deed of said INLAND MORTGAGE AND INVESTMENT CORPORATION, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of INLAND MORTGAGE AND INVESTMENT CORPORATION.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of September, 1980.

Virginia E. Snyder  
Notary Public, State of Florida

My Commission expires:

(Notary Seal)

Notary Public, State of Florida At Large  
My Commission Expires Oct. 15, 1982  
Bonded By Reserve Insurance Co.

EXHIBIT A  
SURVEY, SITE PLAN,  
ELEVATIONS & FLOOR PLANS



CERTIFICATE OF SURVEYOR

STATE OF FLORIDA )  
COUNTY OF MARTIN )

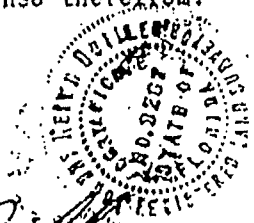
BEFORE ME, THE UNDERSIGNED AUTHORITY duly authorized to administer oaths and take acknowledgments, personally appeared JOHN K. QUILLEN, who, after first being duly cautioned and sworn, deposes and says:

1. That he is a duly registered Surveyor, Florida Certificate No. 3267, under the laws of the State of Florida.

2. Affiant hereby certifies that the Declaration of Condominium of OCEAN HARBOUR CONDOMINIUM A, together with the exhibits attached thereto, constitutes a correct representation of the improvements located upon the real property described therein, and that the construction of the improvements is substantially complete so that the provisions and exhibits contained within the above declaration describing the condominium property constitutes an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined therefrom.

FURTHER AFFIANT SAYETH NAUGHT.

John K. Quillen  
Registered Surveyor  
Florida Certificate No. 3267



Sworn to and subscribed before me this 10 day of Sept., 1980.

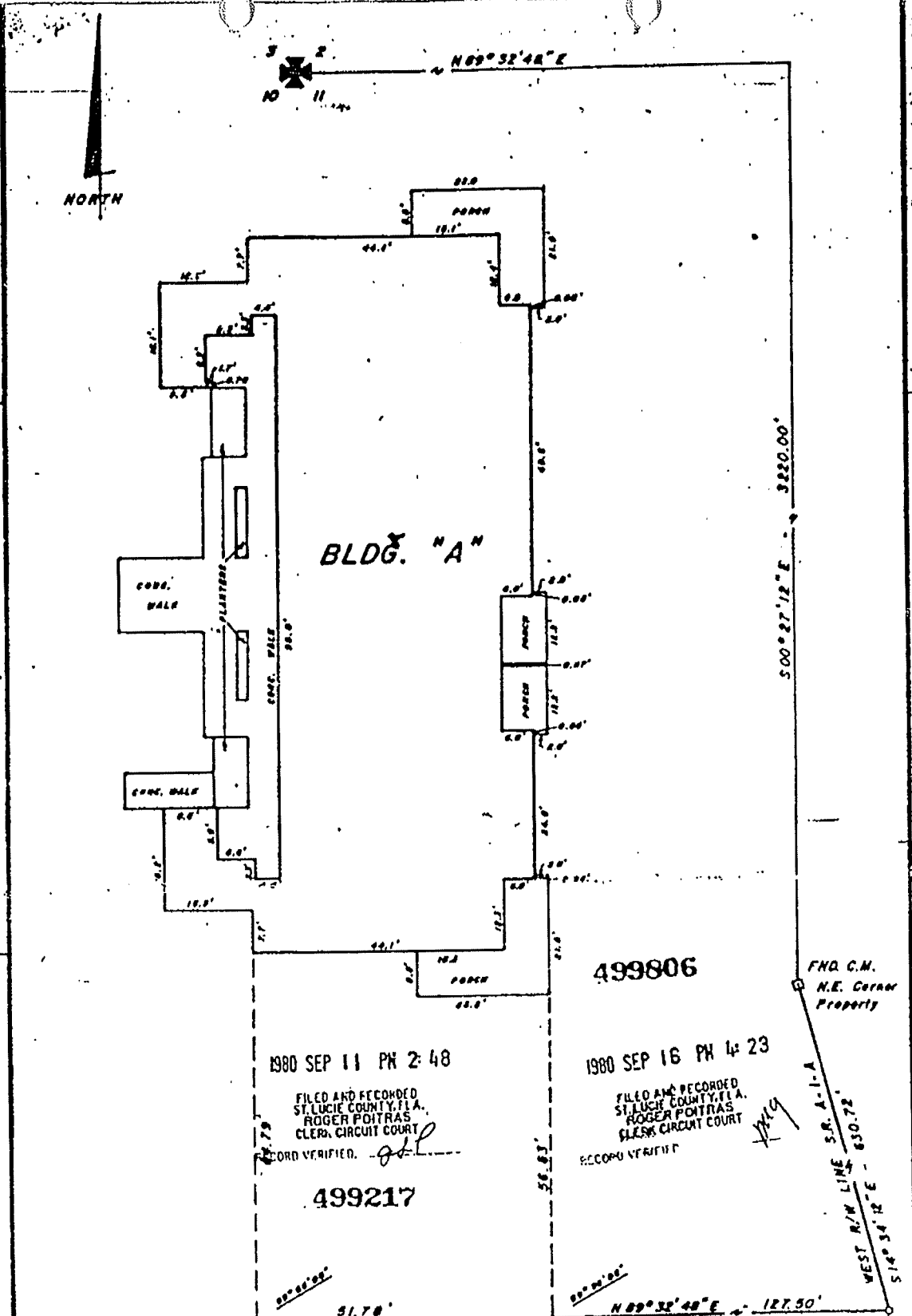


Judy K. Foreman  
NOTARY PUBLIC  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 9 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

1983





1980 SEP 11 PM 2:48

FILED AND RECORDED  
ST. LUCIE COUNTY, FLA.  
ROGER POITRAS  
CLERK, CIRCUIT COURT

RECORD VERIFIED. *gcl*

499217

499806

1980 SEP 16 PM 4:23

FILED AND RECORDED  
ST. LUCIE COUNTY, FLA.  
ROGER POITRAS  
CLERK, CIRCUIT COURT

RECORD VERIFIED

South boundary as found and monumented of that parcel as shown on the Map of Survey, Exhibit A-2, Page 3, of the Declaration of Condominium of Ocean Harbour Condominium.

BOOK 338 PAGE 1347

Drawn by: R.H.A.  
Checked by: J.Q.  
Date: 9-10-80  
Scale: 1" = 20'  
Job No.: 106-03

PROJECT  
OCEAN HARBOUR BLDG "A"  
EXHIBIT 1, BOOK 338 PAGE 211

MATHERS & ASSOCIATES  
ENGINEERING - SURVEYING  
STUART, FLORIDA

OCEAN HARBOUR CONDOMINIUM  
EXHIBIT A-1, PAGE 1, BUILDING "A".  
PROPERTY DESCRIPTION

Start at the Point of Intersection of a line lying 3220.00 feet South of, as measured on the perpendicular and parallel to the North lines of Sections 10 and 11, Township 34 South, Range 40 East, St. Lucie County, Florida and the Westerly right of way line of State Road A-1-A; thence run S 14°34'12" E, along said Westerly right of way line of State Road A-1-A, a distance of 389.64 feet for the Point of Beginning; thence continue to run along said Westerly right of way line, a distance of 240.95 feet; thence run S 89°32'48" W a distance of 405.63 feet; thence run N 00°27'12" W a distance of 233.67 feet; thence run N 89°32'48" E a distance of 346.86 feet to the Point of Beginning; Containing 2.018 acres.



OCEAN HARBOUR CONDOMINIUMS  
A, B, C, D & E

EXHIBIT A-2, PAGE 1, SITE PLAN

A PARCEL OF LAND IN SECTIONS 10 AND 11, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

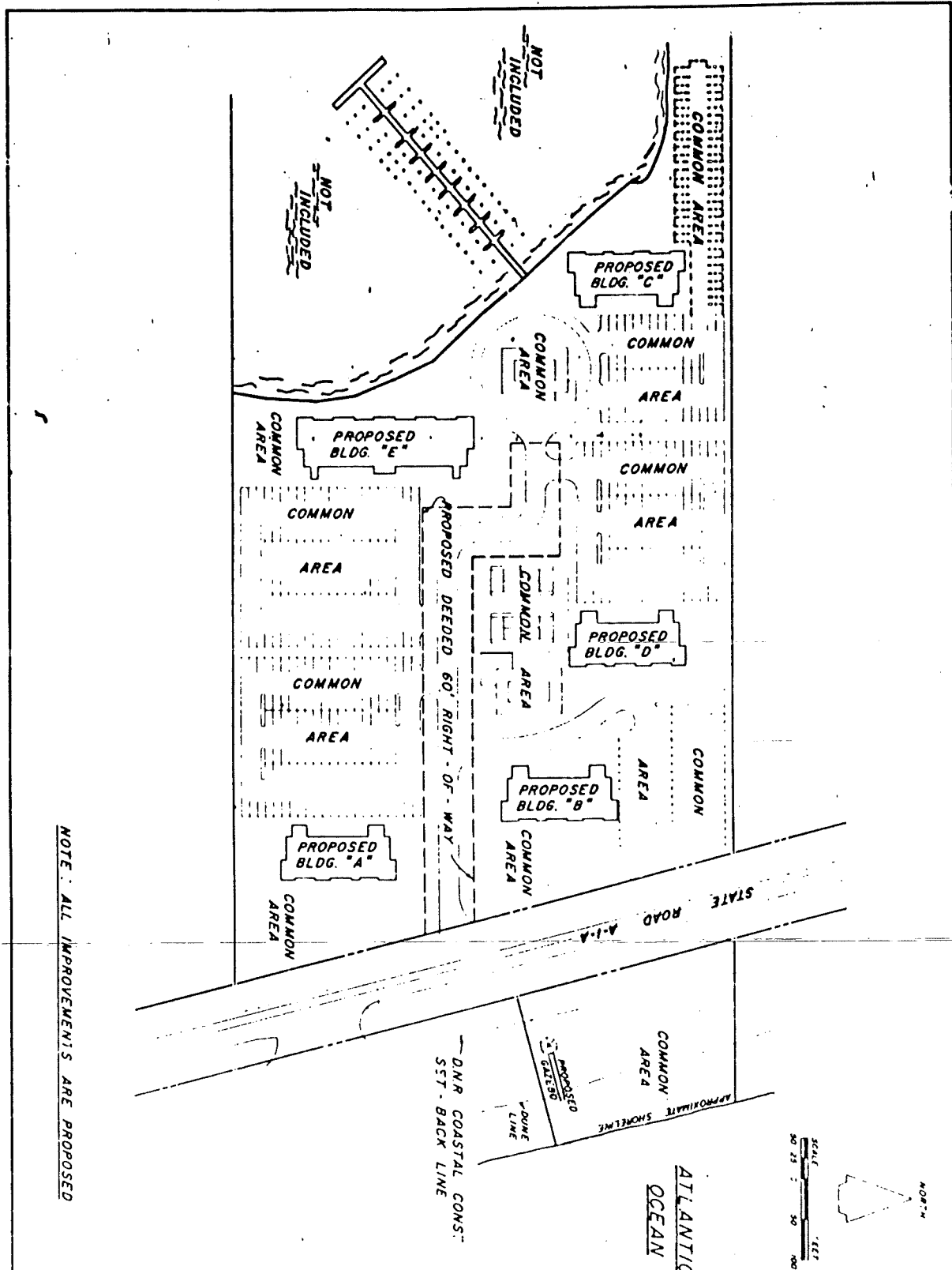
From the intersection of a line lying 3220 feet south of, as measured on the perpendicular, and parallel to the North lines of Sections 10 and 11, Township 34 South, Range 40 East, with the Westerly right of way line of State Road A-1-A, said Point of Intersection being the Point of Beginning, run South  $89^{\circ}32'48''$  West, parallel to the North lines of said Sections 10 and 11, a distance of 992.33 feet; thence run South  $0^{\circ}27'12''$  East a distance of 80 feet, more or less, to the Point of Intersection with a line lying 1.00 foot Northerly of and parallel to the waters of the Indian River; thence meander said line Southeasterly a distance of 649 feet, more or less, to the Point of Intersection with a line lying 3828.75 feet South of, as measured on the perpendicular, and parallel to the abovesaid North lines of Sections 10 and 11; thence run North  $89^{\circ}32'48''$  East along said line a distance of 758.63 feet, more or less, to the Westerly right of way line of State Road A-1-A, thence run North  $14^{\circ}34'12''$  West along said Westerly right of way line of State Road A-1-A a distance of 630.59 feet to the Point of Beginning.

AND

From the intersection of a line lying 3220 feet South of and parallel to North line of Section 11, Township 34 South, Range 40 East, with the Easterly right of way line of State Road A-1-A, said Point of Intersection being the Point of Beginning, run South  $14^{\circ}34'12''$  East along the Easterly right of way line of State Road A-1-A a distance of 273.43 feet; thence run North  $75^{\circ}25'48''$  East a distance of 129 feet, more or less, to line of mean high tide

EXHIBIT A-2, PAGE 1-A, SITE PLAN

of the Atlantic Ocean; thence run Northwesterly, meandering the line of mean high tide of the Atlantic Ocean to a point which is 3220 feet South of the North line of Section 11; thence run South 89°32'48" West, parallel to the North line of said Section 11, a distance of 129 feet, more or less, to the Easterly right of way line of State Road A-1-A and the Point of Beginning.



NOTE: ALL IMPROVEMENTS ARE PROPOSED

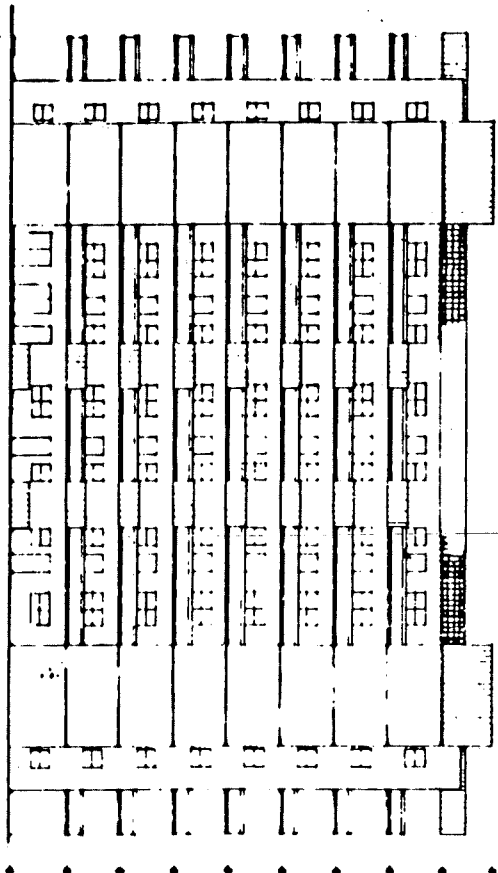
BOOK 338 PAGE 1387

EXHIBIT A-2, PAGE 2

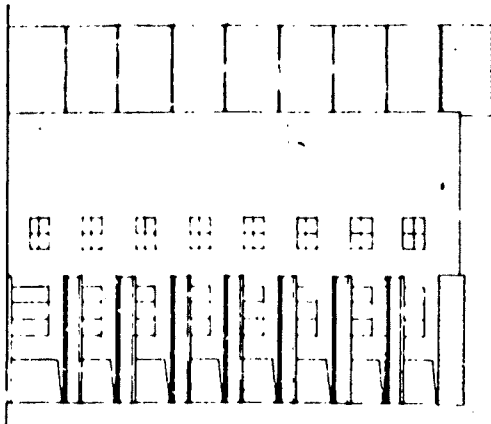
<p>DATE: 11/11/77          DRAWN BY: J.D.          CHECKED BY: J.D.          SCALE: AS SHOWN          SHEET NO. 2 OF 2</p>	<p><b>LEE BROCK</b>          ENGINEERS CONSULTANTS SURVEYORS DESIGNERS PLANNERS          P.O. BOX 288          STUART, FLORIDA          (305) 287 0828</p>	<p>SCALE: 1" = 25'          0 25 50 100          NORTH</p>
<p>OCEAN HARBOUR SITE PLAN</p>		<p>DATE: 11/11/77          SHEET NO. 2 OF 2</p>



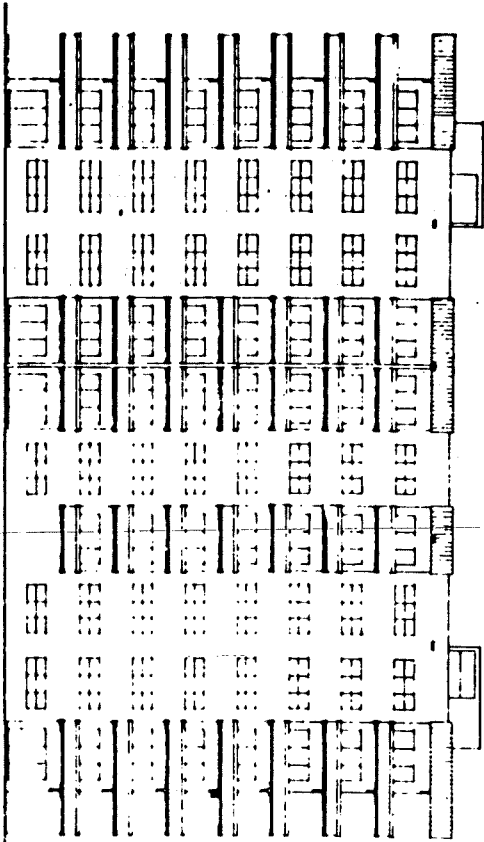
FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION

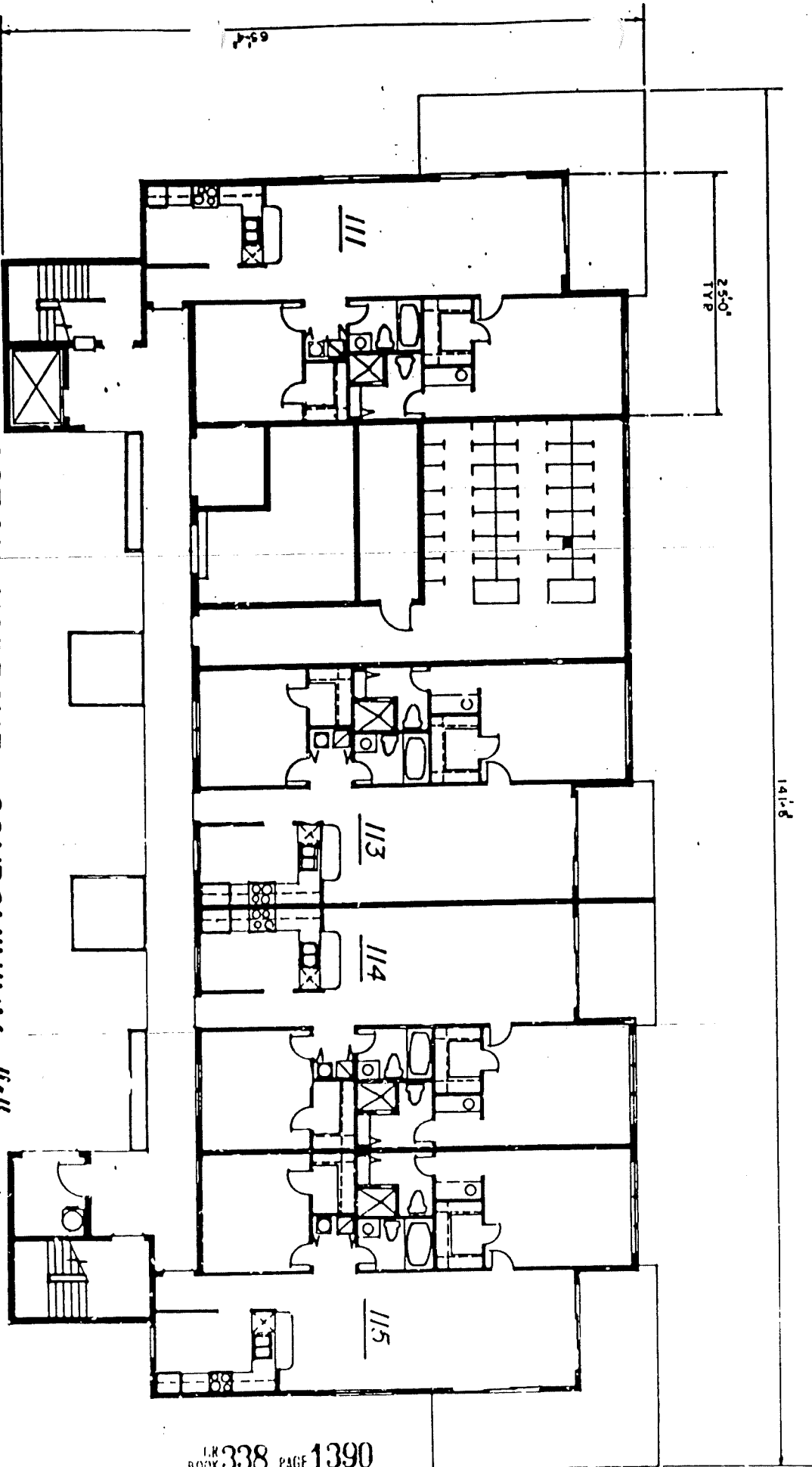


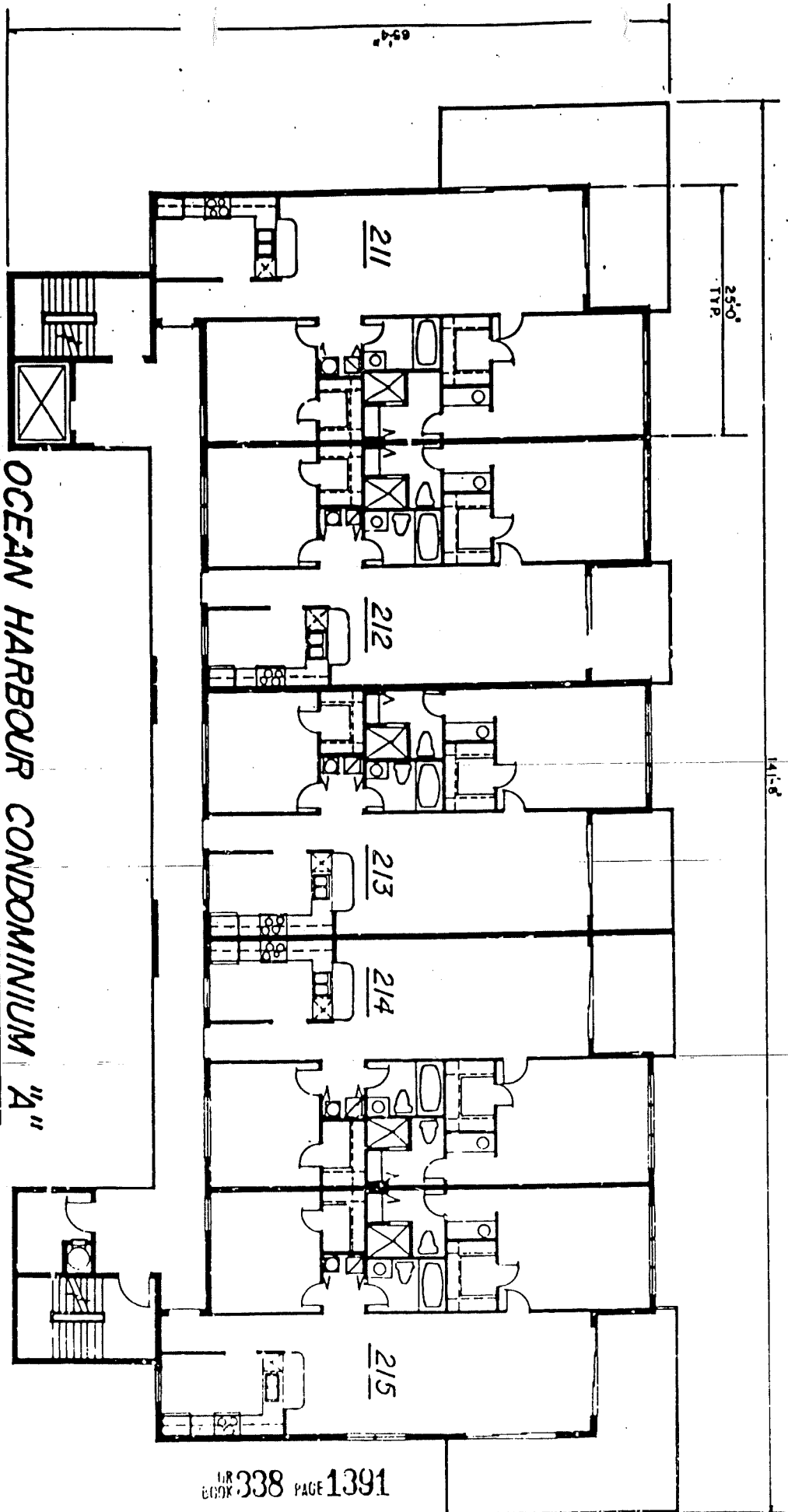
**OCEAN HARBOUR CONDOMINIUM "A"**

**ELEVATIONS  
EXHIBIT A-3**



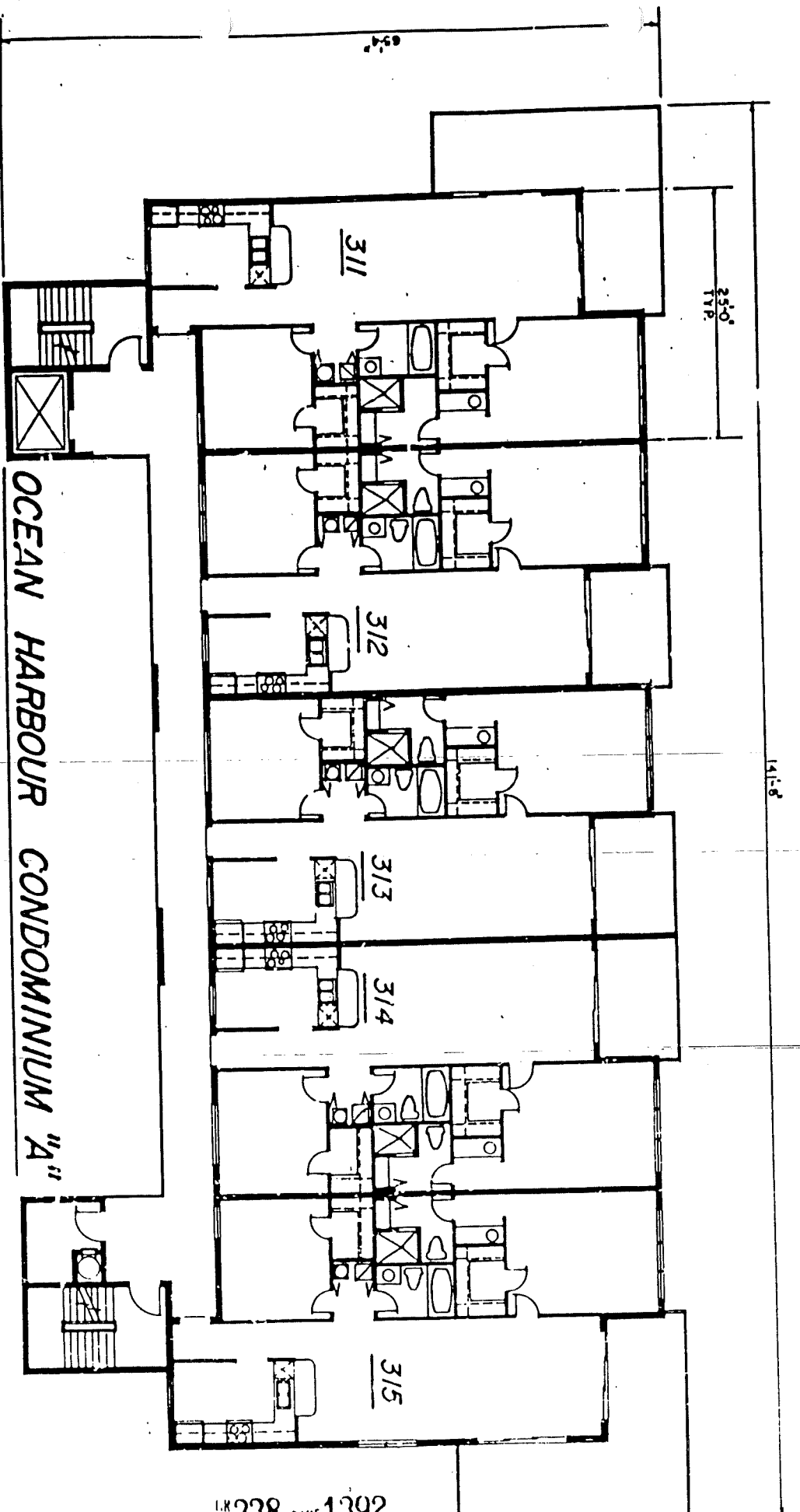
OCEAN HARBOUR CONDOMINIUM "A"  
FIRST FLOOR PLAN  
EXHIBIT A-4



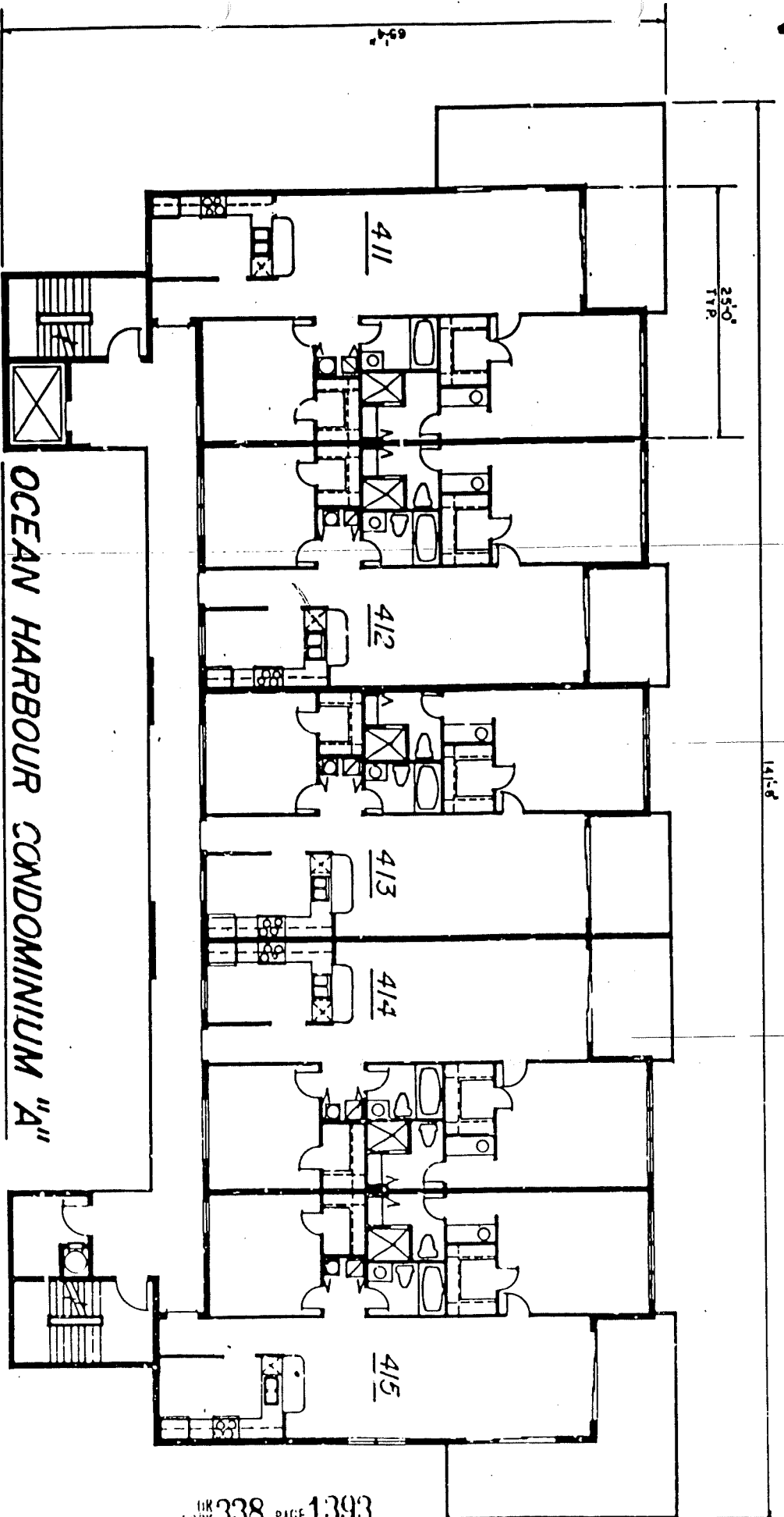


OCEAN HARBOUR CONDOMINIUM "A"  
 SECOND FLOOR PLAN  
 EXHIBIT A-5

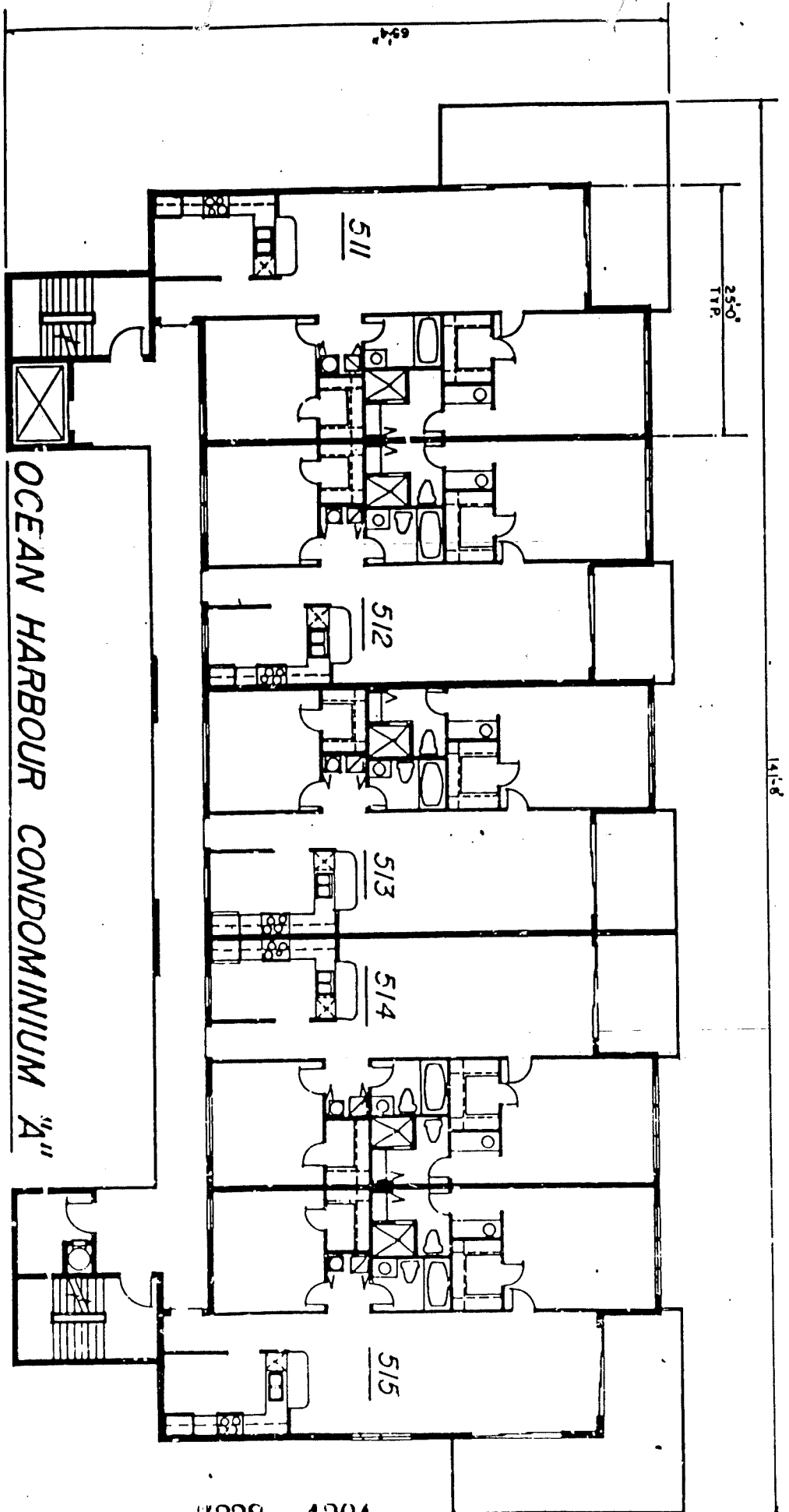
OCEAN HARBOUR CONDOMINIUM "A"  
THIRD FLOOR PLAN  
EXHIBIT A-6



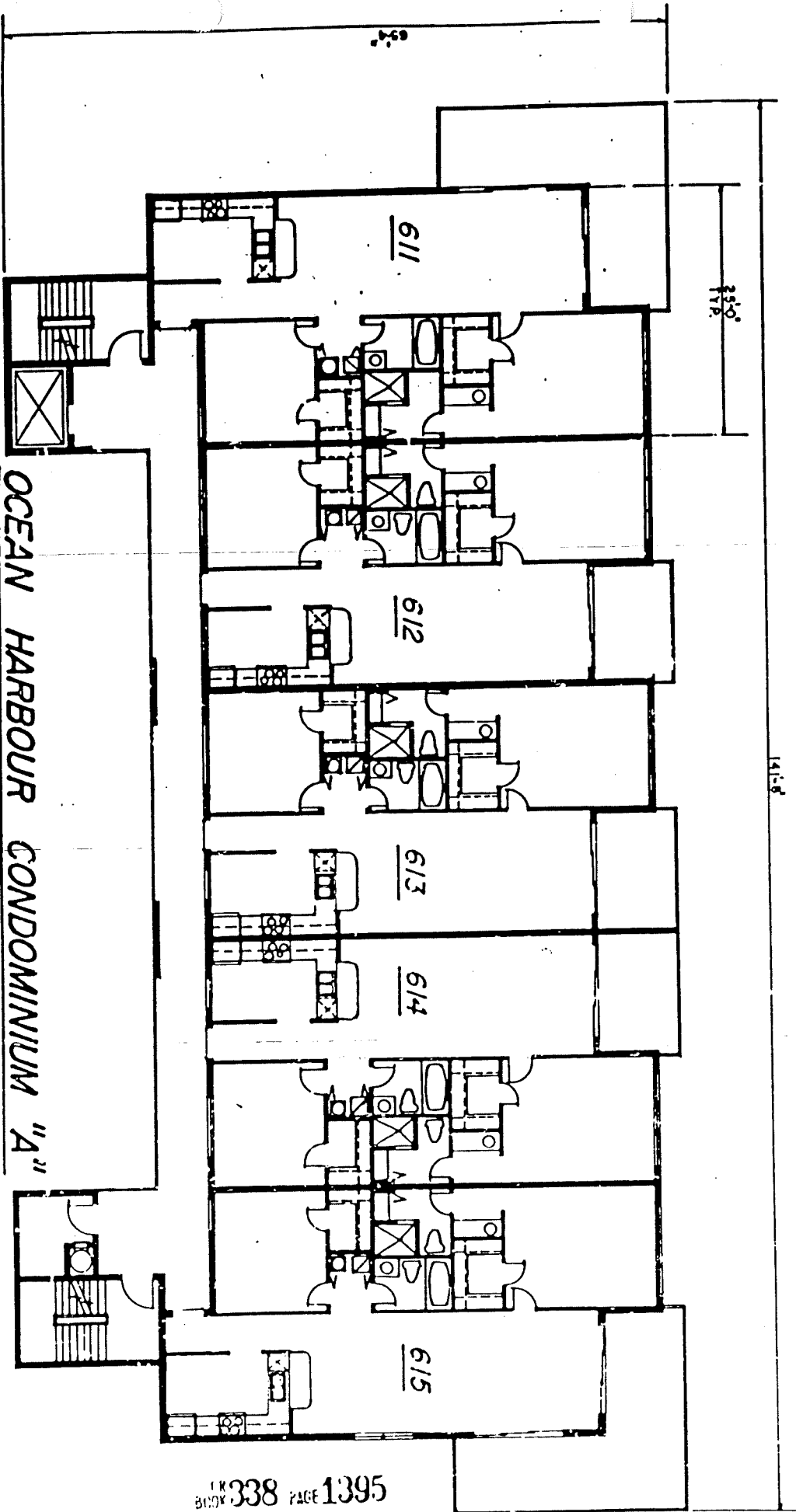
OCEAN HARBOUR CONDOMINIUM "A"  
FOURTH FLOOR PLAN  
EXHIBIT A-7



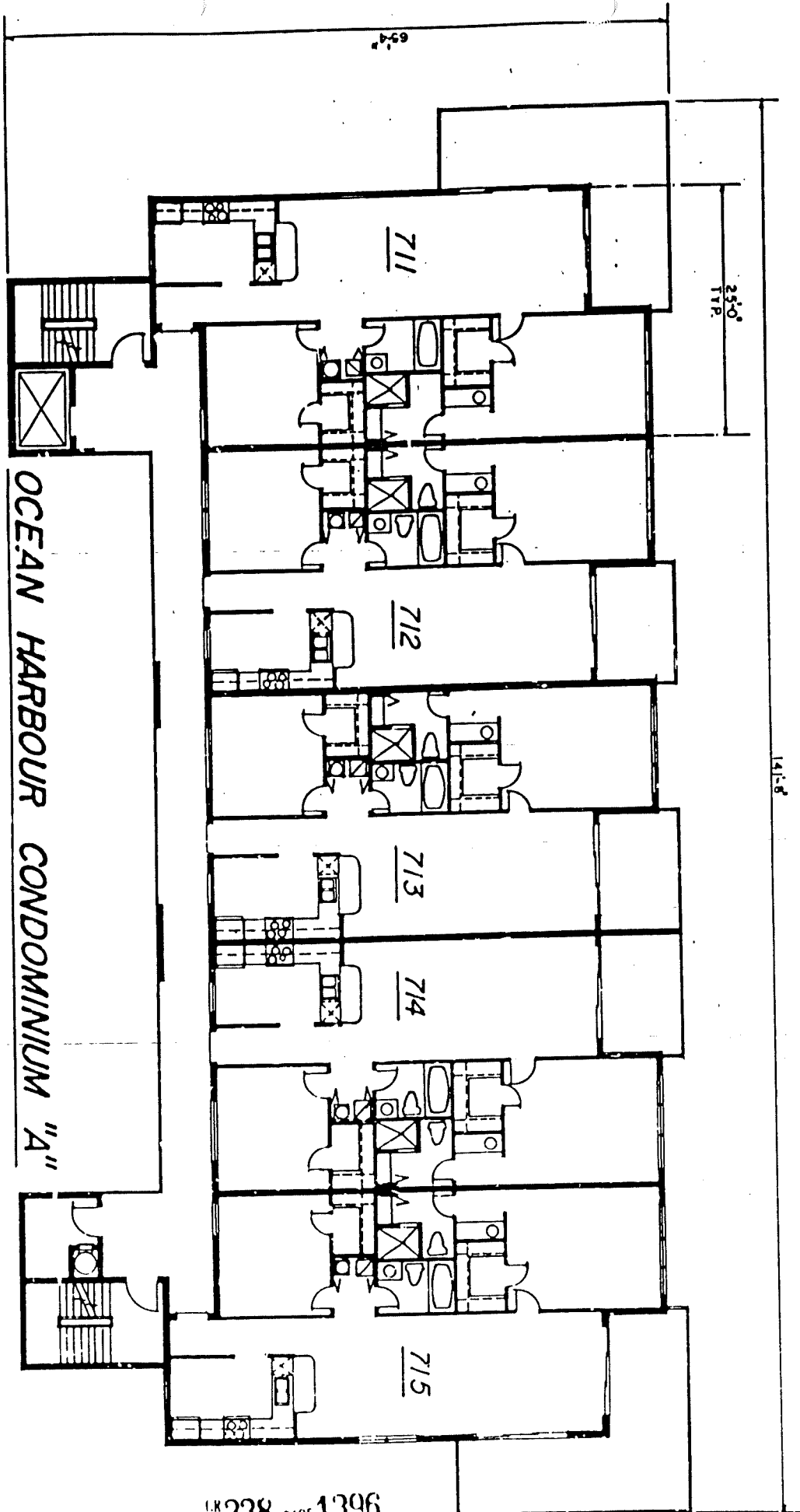
OCEAN HARBOUR CONDOMINIUM "A"  
FIFTH FLOOR PLAN  
EXHIBIT A-8



OCEAN HARBOUR CONDOMINIUM "A"  
SIXTH FLOOR PLAN  
EXHIBIT A-9



OCEAN HARBOUR CONDOMINIUM "A"  
SEVENTH FLOOR PLAN  
EXHIBIT A-10



OCEAN HARBOUR CONDOMINIUM "A"  
EIGHTH FLOOR PLAN  
EXHIBIT A-II

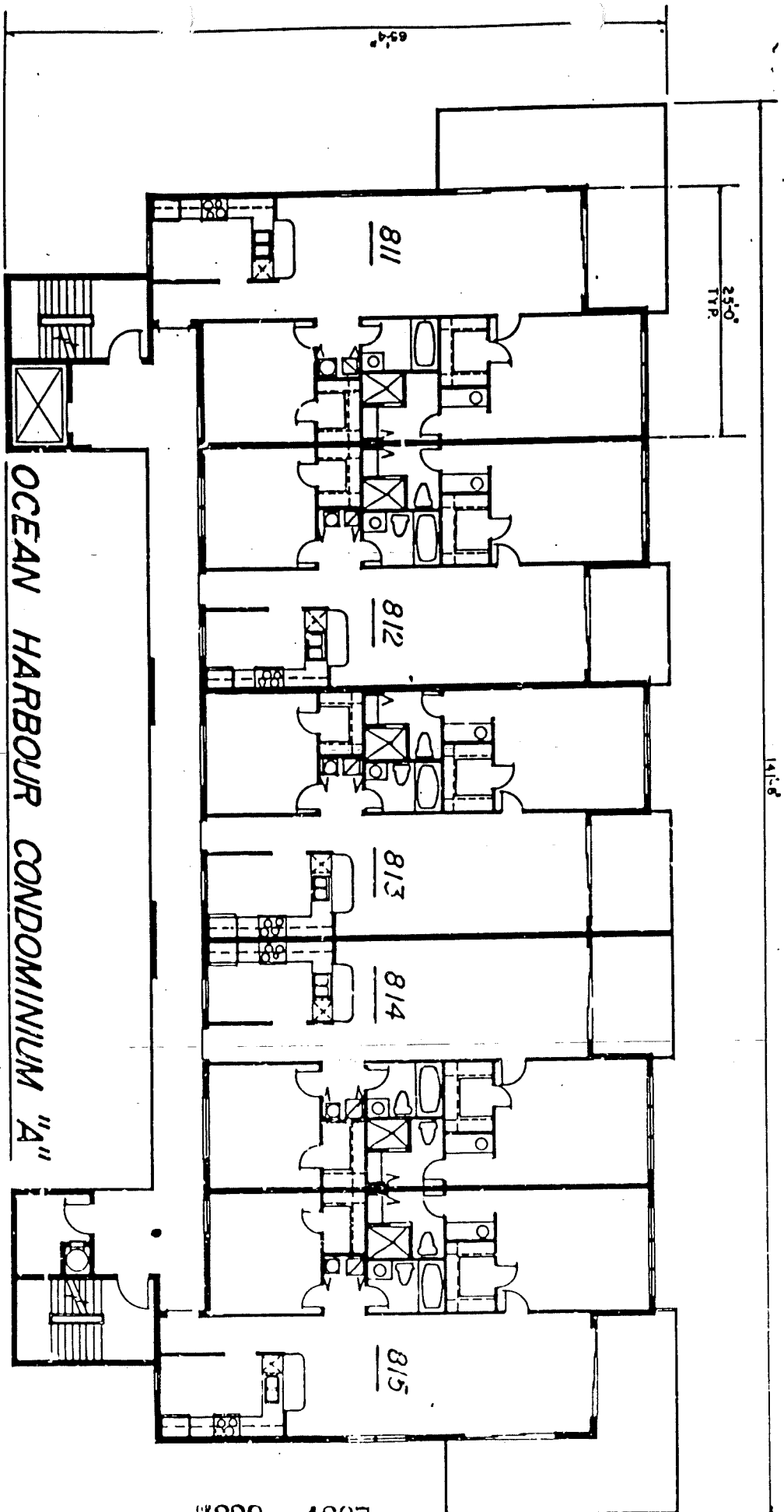




EXHIBIT B  
ARTICLES OF INCORPORATION  
OF  
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

1131871

R	\$ 15.00	DOUGLAS DIXON
Doc Assump	\$ _____	St. Lucie County
Doc Tax	\$ _____	Clerk Circuit Court
Int Tax	\$ _____	By: _____
Total	\$ 15.00	Deputy Clerk

ARTICLE OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

1. Article 4, Section 4.4 and Article 9, Section 9.2 of the Articles of Incorporation of Ocean Harbour Condominium Association, Inc., as recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 344, Page 442; Official Records Book 338, Page 1287; Official Records Book 338, Page 2310; Official Records Book 344, Page 398; Official Records Book, Page 469, Page 2640, are hereby amended as approved at a special meeting of the members and unit owners of Ocean Harbour Condominium Association, Inc., held on July 9, 1991, to read as follows:

FILED  
 SEP 19 AM 9:24  
 CLERK OF DISTRICT COURT  
 PALM BEACH COUNTY, FLORIDA

ARTICLE 4

MEMBERS

4.4 The owner of each condominium unit shall be entitled to one vote per apartment.

ARTICLE 9

AMENDMENTS

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Such approval must be by not less than sixty-seven (67%) of the total votes of all members of the Association.

E- PO BX-66  
 34995  
 Stuart, FL

2. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

3. All provisions of the Articles of Incorporation of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., are herein confirmed and shall remain in full force and effect except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President, its Secretary and its Corporate Seal, affixed this 22nd day of August, 1991.

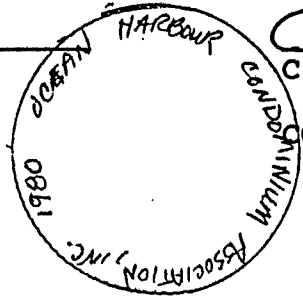
WITNESSES:

[Handwritten Signature]  
[Handwritten Signature]

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

[Handwritten Signature]  
ETHEL WOJAK, President

[Handwritten Signature]  
C.R. MCKINSTRY, Secretary



CORPORATE SEAL

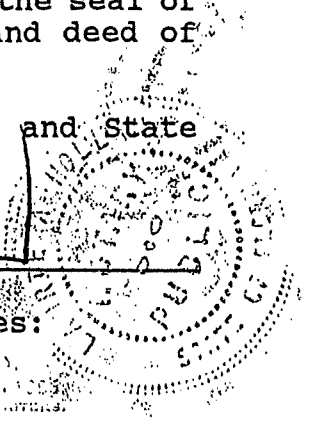
STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Ethel Wojak, as President, and C.R. McKinstry, as Secretary of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 22nd day of August, 1991.

[Handwritten Signature]

Notary Public  
My Commission Expires:



THE BOARD OF NOTARIES OF FLORIDA  
MY COMMISSION EXPIRES AUGUST 1, 1993  
RENEWED THROUGH NOTARY PUBLIC SUPERVISORS

CERTIFICATE

OCEAN HARBOUR NORTH CONDOMINIUM ASSOCIATION, INC., by its duly authorized officers, hereby certifies that the amendments to the Articles of Incorporation, a copy of which is attached hereto were duly and regularly adopted and passed by the membership and units owners of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., at a meeting held on July 9, 1991.

EXECUTED this 22nd day of August, 1991.

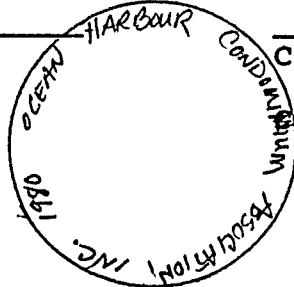
WITNESSES:

David A. Peterson  
L.A.H.W.

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

Ethel Wojak  
ETHEL WOJAK, President

C.R. McKinstry  
C.R. MCKINSTRY, Secretary



CORPORATE SEAL

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

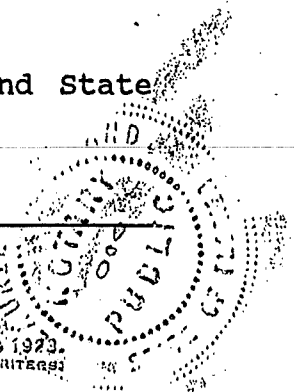
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Ethel Wojak, as President, and C.R. McKinstry, as Secretary of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 22nd day of August, 1991.

L.A.H.W.

Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JUN. 1, 1993  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



This instrument prepared by:  
JANE L. CORNETT, ESQUIRE  
WACKEEN, CORNETT & GOOGE, P.A.  
401 E. Osceola Street  
Stuart, Florida 34994

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ARTICLES OF INCORPORATION

OF

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under the Statutes of the State of Florida and certify as follows:

ARTICLE 1

NAME

The name of the corporation shall be OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE 2

PURPOSE

2.1. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 1977, for the operation of OCEAN HARBOUR CONDOMINIUMS A, B, C, D, and E, located upon lands lying and being on North Beach, in St. Lucie County, Florida, and more particularly described by Section 3 of those certain Declarations of Condominium for OCEAN HARBOUR CONDOMINIUMS A, B, C, D, and E.

2.2. The Association will make no distributions of income to its members, directors or officers.

ARTICLE 3

POWERS

The powers of the Association will include and be governed by the following provisions.

3.1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2. The Association will have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declarations of Condominium for the Condominiums operated by the Association; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to their separate Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

- a. To make and collect assessments against members to defray the costs, expenses and losses of the separate condominiums.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium properties.

e. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.

f. To reconstruct improvements after casualty and to further improve the condominium properties.

g. To make and amend reasonable regulations respecting the use of the condominium properties.

h. To approve or disapprove the transfer, mortgage and ownership of condominium units as may be provided by the separate Declarations of Condominium and the Bylaws of the Association.

i. To endorse by legal means the provisions of the Condominium Act, the separate Declarations of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the condominium properties.

j. To contract for the management and operation of the condominiums, including their common elements; and to thereby delegate all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

k. To contract for the management or operation of such portions of the common elements of the condominiums as are susceptible to separate management and operation, and to grant leases of those portions for this purpose.

l. To enter into leases, as Lessee.

m. To employ personnel to perform the services required for the proper management and operation of the condominiums.

3.3. All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium, and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4. The powers of the Association will be subject to and will be exercised and in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

#### ARTICLE 4

#### MEMBERS

4.1. The members of the Association will consist of all of the record owners of the condominium units in the condominiums, said condominium units being apartments of various types; and after termination of any condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of condominium units in the remaining condominiums.

4.2. After receiving approval of the Association, change of membership will be established by recording in the public records of St. Lucie County, Florida, a

deed or other instrument establishing a record title to a condominium unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his condominium unit.

4.4. The owner of each condominium unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

## ARTICLE 5

### DIRECTORS

5.1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws of the Association, but not less than three directors; and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

5.2. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3. Directors of the Association will be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

5.4. The first election of the directors will not be held until after the Developer has closed the sales of all of the condominium units of all condominiums established by it upon the lands described in Article 2 hereof, or until it elects to terminate its control of the Association, or until December 31, 1981, whichever first occurs. The Directors named in these Articles will serve until the first election of directors and any vacancies in their number occurring before the first election will be filled by the remaining directors.

5.5. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

TONY SOTOLONGO	309 Country Club Drive Tequesta, Florida 33458
FAITH SOTOLONGO	309 Country Club Drive Tequesta, Florida 33458
RUSSELL HOVEN	519 N. Dover Road Tequesta, Florida 33458

## ARTICLE 6

### OFFICERS

The affairs of the Association will be administered by the officers design-

nated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

President                      TONY SOTOLONGO  
309 Country Club Drive  
Tequesta, Florida 33458

Secretary-Treasurer        FAITH SOTOLONGO  
309 Country Club Drive  
Tequesta, Florida 33458

#### ARTICLE 7

##### INDEMNIFICATION

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE 8

##### BYLAWS

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

#### ARTICLE 9

##### AMENDMENTS

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

9.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting.



a. Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. By not less than 80% of the votes of the entire membership of the Association.

9.3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominiums. No amendment shall be made that is in conflict with the Condominium Act or the Declarations of Condominium.

9.4. A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of St. Lucie County, Florida.

#### ARTICLE 10

##### TERM

The term of the Association shall be perpetual.

#### ARTICLE 11

##### SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

TONY SOTOLONGO            309 Country Club Drive  
Tequesta, Florida 33458

FAITH SOTOLONGO           309 Country Club Drive  
Tequesta, Florida 33458

RUSSELL HOVEN            518 North Dover Road  
Tequesta, Florida 33458

#### ARTICLE 12

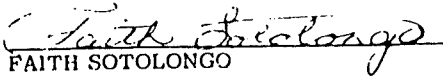
##### REGISTERED AGENT

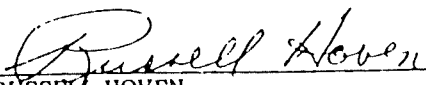
The Association's initial registered office and initial registered agent at that address shall be:

TONY SOTOLONGO            309 Country Club Drive  
Tequesta, Florida 33458

IN WITNESS WHEREOF, the subscribers have affixed their signatures  
this 25<sup>th</sup> day of August, 1980

  
TONY SOTOLONGO

  
FAITH SOTOLONGO

  
RUSSELL HOVEN

STATE OF FLORIDA

COUNTY OF MARTIN

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, TONY SOTOLONGO, FAITH SOTOLONGO, and RUSSELL HOVEN, and they acknowledged to and before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal at Stuart, Martin County, Florida, this 25<sup>th</sup> day of August, 1980.



Cindy J. Erickson  
NOTARY PUBLIC  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 22, 1984  
Issued From Tray File, Instrument Int.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Tony Sotolongo  
TONY SOTOLONGO, Resident Agent

EXHIBIT C  
BY-LAWS  
OF  
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

## BYLAWS

### OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

#### 1. IDENTITY.

These are the Bylaws of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on September 4, 1980. The Association has been organized for the purpose of operating OCEAN HARBOUR CONDOMINIUMS A, B, C, D and E, which shall be located upon the lands described in such Articles of Incorporation.

1.1. The office of the Association will be at 5151 N. State Road A1A, North Beach, Fort Pierce, Florida 33450.

1.2. The fiscal year of the Association will be the calendar year.

1.3. The seal of the corporation will bear the name of the corporation, the word "Florida", and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:



#### 2. MEMBERS' MEETINGS.

2.1. The annual members' meeting will be held at 1:30 P.M., Eastern Standard Time, on the second Wednesday in January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting will be held at the same hour on the next day that is not a holiday.

2.2. Special members' meetings will be held whenever called by the President or by a majority of the Board of Directors; and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called will be given by the President or Secretary unless waived in writing. Such notice will be in writing to each member at his address as it appears on the books of the Association and will be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing will be given by the affidavit of the person giving the notice. Notice of a meeting may be waived before or after the meetings.

2.4. A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

### 2.5. Voting

(a) The owner of each apartment will be entitled to one vote: and if one owner owns more than one apartment, he will be entitled to one vote for each apartment owned.

(b) If an apartment is owned by one person, his right to vote will be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment will be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and will be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of Officers
- (f) Reports of committees
- (g) Election of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

2.9. Proviso. Provided however, that until the Developer has completed all of the contemplated improvements and has closed the sales of all of the apartments established by it upon said land (as anticipated) or until it elects to terminate its control of the Association, or until December 31, 1981, whichever first occurs, the proceedings of all meetings of members of the Association will have no effect unless approved by the Board of Directors.

### 3. DIRECTORS.

3.1. Membership. The affairs of the Association will be managed by a board of not less than three nor more than fifteen (15) directors, the exact number to be determined at the time of election.

3.2. Election of directors will be conducted in the following manner:

(a) Election of directors will be held at the annual members' meetings.

(b) A nominating committee of five (5) members will be appointed by the Board of Directors not less than fifteen (15) days prior to the annual members' meeting. The committee will nominate one person for each director then serving. Nominations for additional directorships created at the meeting will be made from the floor, and other nominations may be made from the floor.

(c) The election will be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members will be filled by the remaining directors.

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created will be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer has completed all of the contemplated improvements and has closed the sale of all of the apartments established by it upon said land (as anticipated), or until it elects to terminate its control of the Association, or until December 31, 1981, whichever first occurs, the first directors of the Association will serve; and in the event of vacancies the remaining directors will fill such vacancies and if there are no remaining directors, the vacancies will be filled by the Developer.

3.3. The term of each director's service will extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their elections at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

3.7. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

3.8. A quorum at directors' meeting will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a

meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declarations of Condominium for such condominiums, said Articles of Incorporation or these Bylaws.

3.9. Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting will constitute the presence of such director for the purpose of determining a quorum.

3.11. The presiding officer of directors' meetings will be the Chairman of the Board of Directors if such an officer has been elected; and if none, the President will preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

3.12. The order of business at directors' meetings will be:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved Minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New Business
- (h) Adjournment

3.13. Directors' fees will not be paid.

#### 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically herein or elsewhere required. The Board of Directors may contract to pay reasonable fees and salaries for services supplied to the Association.

#### 5. OFFICERS.

5.1. The executive officers of the Association will be a President, who will be a director, and a Secretary-Treasurer, both of whom will be elected annually by the Board of Directors and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

5.2. The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.



5.3. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of the Secretary of the Association and as may be required by the directors or the President.

5.5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

#### 6. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation will be supplemented by the following provisions:

6.1. Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(a) Current expense, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year will be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2. Budget. The Board of Directors will adopt a budget for each calendar year that will include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:



(a) Current expense, the amount for which will not exceed 115% of the budget for this account for the prior year.

(b) Deferred maintenance, the amount for which will not exceed 115% of the budget for this account for the prior year.

(c) Replacements, the amount for which will not exceed 115% of the budget for this account for the prior year.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$10,000; provided, however, that in the expenditure of this fund no sum in excess of \$2,500 shall be expended for a single item or purpose unless the item or purpose has been approved by the members in the manner required by the Declaration of Condominium.

(e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than a majority of the votes of the entire membership of the Association.

(f) It is further provided, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all units of the condominium, or until January 1, 1982, or until the Developer elects to pay its pro rata share of assessments for common expenses, whichever shall first occur, there will be no budget for the condominium. Instead, the owners of units that have been sold by the Developer will be assessed for common expenses at the rates stated in the prospectus for purchase of units, and the Developer will be assessed for the amounts by which the common expenses exceed the amounts assessed against the owners of units sold by the Developer. During this period no provisions will be made for betterments or capital surplus. However, no construction mortgage shall have the liability or responsibility of fulfilling the Developer's obligations under this provision.

(g) Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

8.3. Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in advance in equal quarterly installments on January 1, April 1, July 1, and October 1 of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation will be subject to the approval of the membership of the association as previously required by these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due upon demand, or as of the date when the next quarterly payment shall be due.

8.4. Assessments for Charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessment for common

expense. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

6.5. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the apartment owner concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.6. Depository. The depository of the Association will be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association will be deposited. Withdrawal of monies from such accounts will be only by checks signed by such persons as are authorized by the directors.

6.7. Audit. An audit of the accounts of the Association will be made annually and a copy of the audit report will be furnished to each member not later than April 1 of the year following the year for which the audit is made.

#### 7. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

#### 8. AMENDMENTS.

Except as elsewhere provided otherwise these Bylaws may be amended in the following manner:

8.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

8.2. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association; or

(c) Until the first election of Directors, only by all of the directors; provided the amendment does not increase the number of apartments or alter the boundaries of the common elements.

8.3. Proviso. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; and no amendment

will affect or impair the validity or priority of any mortgage covering any apartment.

9. BONDING. Fidelity bonds shall be required by the Board of Directors from all Officers or Directors of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Directors, but shall be not less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

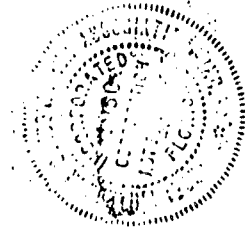
The foregoing were adopted as the Bylaws of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors held on the 5th day of September, 1980

  
\_\_\_\_\_  
TONY SOTOLONGO, President

ATTEST:

  
\_\_\_\_\_  
FAITH SOTOLONGO, Secretary

~~(Corporation Seal)~~



1131874

Rec	\$ 17.00	DOUGLAS DIACIN
Doc	\$	St. Lucie County
Doc Tax	\$	Clerk Circuit Court
Int Tax	\$	By: <u>[Signature]</u>
Total	\$ 19.50	Deputy Clerk

**ARTICLES OF AMENDMENT  
TO THE BY-LAWS  
OF  
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.**

A corporation, not-for-profit, under  
the laws of the State of Florida

1. Sections 6 and 8 of the By-Laws of Ocean Harbour Condominium Association, Inc., as recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 338, Page 1336; Official Records Book 338, Page 1406; Official Records Book 344, Page 449; Official Records Book 469, Page 2684 and amended at Official Records Book 430, Page 379; Official Records Book 657, Page 1739; Official Records Book 690, Page 2174, are hereby further amended as approved at a special meeting of the members and unit owners of Ocean Harbour Condominium Association, Inc., held on July 9, 1991, to read as follows:

6. FISCAL MANAGEMENT.

6.1 Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures will be common expenses:

(a) Current expense, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year will be applied in accordance with applicable Florida law.

8. AMENDMENTS.

8.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Such approval must be by not less than sixty-seven percent (67%) of the total votes of all members of the Association.

2. The foregoing amendments were adopted and passed by 75 % of the entire membership of Ocean Harbour Condominium Association, Inc., at a special meeting held July 9, 1991.

3. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the By-Laws of Ocean Harbour Condominium Association, Inc. are herein confirmed and shall remain in full force and effect except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned corporation has caused these articles of amendment to be executed in its name by its President, its Secretary, and its Corporate Seal affixed this 22nd day of August, 1991.

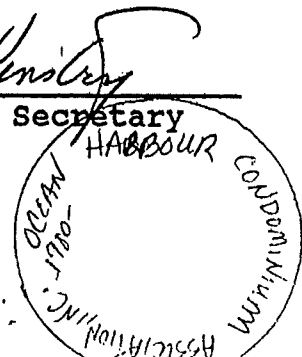
WITNESSES:

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

By Ethel Wojak  
ETHEL WOJAK, President

By C.R. McKinstry  
C.R. MCKINSTRY, Secretary

Corporate Seal



STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Ethel Wojak as President and C.R. MCKINSTRY as Secretary, of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 22nd day of August, 1991.

*[Handwritten Signature]*  
Notary Public  
My commission expires:                       
*[Notary Seal]*

CERTIFICATE

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., by its duly authorized officers, hereby certifies that the amendments to the By-Laws, a copy of which is attached hereto, were duly and regularly adopted and passed by 75% of the entire membership of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., at a special meeting held July 9, 1991.

EXECUTED this 22nd day of August, 1991.

WITNESSES:

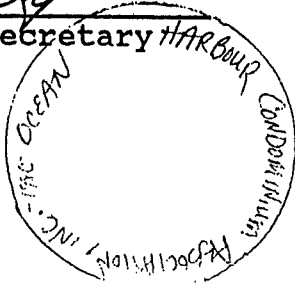
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

*[Handwritten Signature]*  
*[Handwritten Signature]*

By *[Handwritten Signature]*  
ETHEL WOJAK, President

By *[Handwritten Signature]*  
C.R. MCKINSTRY, Secretary

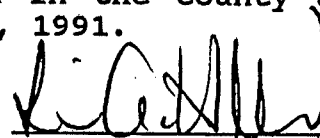
Corporate Seal

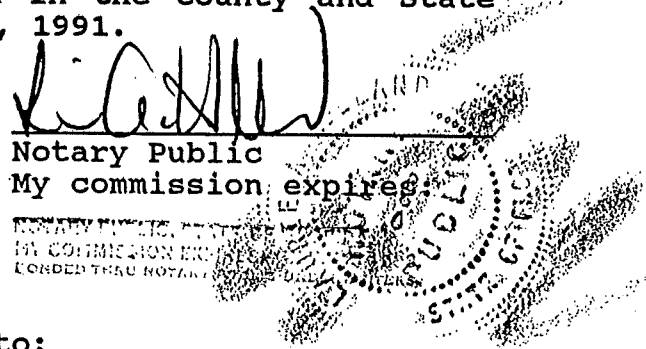


STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Ethel Wojak as President and C.R. MCKINSTRY as Secretary, of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 22nd day of August, 1991.

  
Notary Public  
My commission expires:

  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES  
RECORDED THROUGH NOTARY PUBLIC

This instrument prepared by and return to:  
JANE L. CORNETT, ESQUIRE  
WACKEEN, CORNETT & GOOGE, P.A.  
401 East Osceola Street  
Stuart, Florida 34994

1131874

'91 SEP -3 P1:07 *PN*

FILED AND RECORDED  
DOUGLAS DIXON CLERK  
ST. LUCIE COUNTY, FL.

ARTICLE OF AMENDMENT  
TO THE BY-LAWS  
OF  
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

A corporation, not-for-profit, under  
the laws of the State of Florida

1. Section 1.2. of the By-Laws of Ocean Harbour Condominium Association, Inc., as recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 338, Page 1336; and at Official Records Book 338, Page 1356; and at Official Records Book 344, Page 449; and at Official Records Book 469, Page 2684, are hereby amended as approved at a meeting of the members and unit owners of Ocean Harbour Condominium Association, Inc., held on February 13, 1990, to read as follows:

1.2. The fiscal year of the Association will be April 1 through the last day of March.

2. The adoption of these Amendments appear upon the minutes of said meeting and are unrevoked.

3. All the provisions of the By-Laws of Ocean Harbour Condominium Association, Inc., are hereby confirmed and shall remain in full force and effect except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned corporation has caused this Article of Amendment to be executed in its name by its President, its Secretary, and its corporate seal affixed this 2nd day of May, 1990.

WITNESSES:

[Signature]  
[Signature]  
[Signature]  
[Signature]

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

By [Signature]  
ETHEL WOJAK, President

By [Signature]  
C.R. MCKINSTRY, Secretary



STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on this 2nd day of May, 1990, before me, an officer duly authorized in the County and State aforesaid, to take acknowledgements, personally appeared ETHEL WOJAK, as President, and C. R. MCKINSTRY, as Secretary of Ocean Harbour Condominium Association, Inc., a corporation organized under the Laws of the State of Florida, known to be to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

Notary Public  
St. Lucie  
By [Signature]  
Deputy Clerk  
Total \$ 10.50



WITNESS my hand and official seal in the County and State aforesaid this 2nd day of May, 1990.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JULY 12, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

**CERTIFICATE**

Ocean Harbour Condominium Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the By-Laws, a copy of which is attached hereto, was duly and regularly adopted and passed by the members and unit owners of Ocean Harbour Condominium Association, Inc., at a meeting held on February 13, 1990.

EXECUTED this 2nd day of May, 1990.

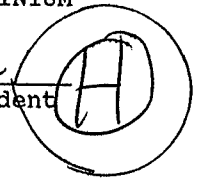
WITNESSES:

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

By *[Signature]*  
ETHEL WOJAK, President

By *[Signature]*  
C.R. MCKINSTRY, Secretary



STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on this 2nd day of May, 1990, before me, an officer duly authorized in the County and State aforesaid, to take acknowledgements, personally appeared ETHEL WOJAK, as President, and C. R. MCKINSTRY, as Secretary of Ocean Harbour Condominium Association, Inc., a corporation organized under the Laws of the State of Florida, known to be to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 2nd day of May, 1990.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JULY 12, 1993  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

This instrument was prepared by:

Ann E. Peterson, Esquire  
WACKEN, CORNETT & GOOGE, P.A.  
401 East Osceola Street  
Post Office Box 66  
Stuart, Florida 34995  
(407) 286-2990

'90 MAY 11 A9:25  
1044263 BH

FILED AND RECORDED  
DOUGLAS DIXON CLERK  
ST. LUCIE COUNTY, FL

ARTICLE OF AMENDMENT  
TO THE  
BY-LAWS  
OF  
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

A corporation, not-for-profit, under  
the Laws of the State of Florida

1. Section 3.2(b) and 3.3, of the By-Laws of Ocean Harbour Condominium Association, Inc. , as recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 338, Page 1336; and at Official Records Book 338, Page 1356; and at Official Records Book 344, Page 449; and at Official Records Book 469, Page 2684, are hereby amended as approved at a meeting of the members and unit owners of Ocean Harbour Condominium Association, Inc., held on June 9, 1989, to read as follows:

3.2.b. A nominating committee of five (5) members excluding the serving Board, will be appointed by the Board not less than fifteen (15) days before the annual member meeting. The committee will nominate not less than one person for each Director whose term is expiring. Nominations for additional directorships created at the meeting will be made from the floor, and other nominations may be made from the floor.

and

3.3. The term will be for a period of (2) years with terms to be staggered. In order to effect the provision for staggered terms, at the first meeting subsequent to the adoption of this amendment, fifty-one (51) percent of the Board of Directors will be elected for a term of two (2) years and the remaining Directors elected for a period of one (1) year. The nominees receiving the most votes will be elected for two (2) year terms. Subsequent to the first election only those Directors whose terms expire will be elected at the annual meeting. A director will then serve for two (2) years until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

2. The adoption of these Amendments appear upon the minutes of said meeting and are unrevoked.

3. All the provisions of the By-laws of Ocean Harbour Condominium Association, Inc., are herein confirm and shall remain in full force and effect except as specifically amended herein.

Rec Fee \$ 15.00 DOUGLAS DIXON  
Add Fee \$ \_\_\_\_\_ St. Lucie County  
Doc Tax \$ \_\_\_\_\_ Clerk of Circuit Court  
Int Tax \$ \_\_\_\_\_ By LD  
Total \$ 15.00 Deputy Clerk

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President, its Secretary, and its corporate seal affixed this 21, day of September, 1989.

WITNESSES:

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

Douglas Divil  
\_\_\_\_\_

By Ethel Wojak  
Ethel Wojak, President

\_\_\_\_\_  
\_\_\_\_\_

By John Staab  
John Staab, Secretary

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the County and State aforesaid, to take acknowledgments, personally appeared Ethel Wojak, as President, and John Staab, as Secretary of Ocean Harbour Condominium Association, Inc., a corporation organized under the Laws of the State of Florida, known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 21 day of September, 1989.

Karen J. [Signature]  
Notary Public  
Notary Public, State of Florida  
My Commission Expires July 20, 1991

CERTIFICATE

Ocean Harbour Condominium Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the By-Laws, a copy of which is attached hereto, was duly and regularly adopted and passed by the members and unit owners of Ocean Harbour Condominium Association, Inc., at a members meeting held June 9, 1989.

EXECUTED this 21 day of September, 1989.

WITNESSES:

OCEAN HARBOUR CONDOMINIUM ASSOC., INC.

Douglas Divil  
\_\_\_\_\_

By Ethel Wojak  
Ethel Wojak, President

By John Staab  
John Staab, Secretary

STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Ethel Wojak, as President, and John Staab, Secretary of Ocean Harbour Condominium Association, Inc., to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 21 day of September, 1989.

Karen J. Marshall  
Notary Public  
Notary Public, State of Florida  
My Commission Expires

This instrument was prepared by Wackeen, Cornett & Goggin, P.A.,  
P.O. Box 66, Stuart, FL, 34995.

997110

'89 OCT -5 P4:03

FILED AND RECORDED  
DOUGLAS DIXON CLE  
ST. LUCIE COUNTY, FL

D. R. BOOK 657 PAGE 1741

AMENDMENT TO THE BY-LAWS OF  
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

The Board of Directors of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., upon receiving authorization and approval by a vote of 88 to 2 of the unit owners present and voting at a duly held meeting held January 11, 1984, hereby amend the By-Laws for OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., Section 2, MEMBERS' MEETING, Subparagraph 2.J, The annual members' meeting, as follows:

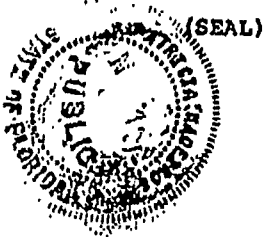
2.1 The annual members' meeting will be held on the second Wednesday in March of each year at 1:30 p.m., Eastern Standard Time for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided however, if that day is a legal holiday, the meeting will be held at the same hour on the next day that is not a holiday.

OCEAN HARBOUR CONDOMINIUM ASSOCIATION,  
INC.

By Robert L. St. Martin  
Robert St. Martin as President

By William Tinmins  
William Tinmins as Secretary

SWORN TO and subscribed before me, this 14th day of March, 1984.



Patricia Madeiros  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 28 1986  
BONDED THRU GENERAL INSURANCE UNQ

CERTIFICATE OF AMENDMENT OF BY-LAWS OF  
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY THAT:

1. The attached writing is a true copy of a resolution amending the By-Laws of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., a condominium according to the By-Laws thereof recorded in Official Records Book 338, Pages 1328 to 1334 and 1335 to 1343 of the Public Records of St. Lucie County, Florida, which resolution was duly adopted by the Board of Directors of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, at a meeting held on January 11, 1984, in accordance with the requirements of the By-Laws for its Amendment.

2. The adoption of this Resolution appears upon the minutes of said meeting and it is unrevoked.

DATED, this 14 day of March, 1984.

OCEAN HARBOUR CONDOMINIUM ASSOC.

By Robert St. Martin  
ROBERT ST. MARTIN, as President

STATE OF FLORIDA, )  
COUNTY OF ST. LUCIE, )

The foregoing instrument was acknowledged before me, this 14th day of March, 1984, by Robert St. Martin as President of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, on behalf of the Corporation.



Patricia Maduros  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 28 1986  
BONDED THRU GENERAL INSURANCE UNCL

653344

'84 APR 25 AM 1:28

FILED AND RECORDED  
ROGER POITRAS, CLERK  
ST. LUCIE COUNTY, FL.

BOOK 430 PAGE 380