

**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 recorded 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 18th day of March, 2016 at St. Lucie County, Florida.

WITNESSES

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

Sign: Lauri L. Stevens
Print: Lauri L. Stevens

By: Dalelyne Siwik, President
Print Name: DALELYNE SIWIK

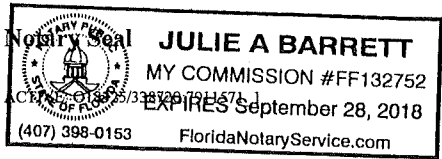
Sign: Cheryl Grandy
Print: Cheryl Grandy

By: Robert Bubello, Secretary
Print Name: ROBERT BUBELLO

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 18th 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, Googe & 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: CTF
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.

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

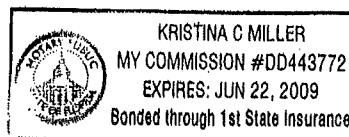
By: Jerry Freeman
Jerry Freeman, Secretary

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



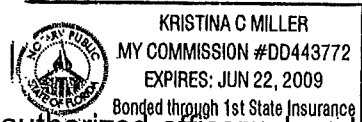
STATE OF FLORIDA
COUNTY OF Indian River

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].

K. 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 L. 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: plus 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: plus known].

Kristina C. Miller
Notary Public

Name: Kristina C. Miller Printed
Notary Stamp



Record and Return to:
Jane L. Cornett
Cornett, Googe & 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

Dona R. Murphy
Witness #1 Printed Name

Laura L. Stevens
Witness #2 Signature

Laura L. Stevens
Witness #2 Printed Name

By: Thomas Rebik
Thomas Rebik, President

LR Mumpfy
Witness #1 Signature

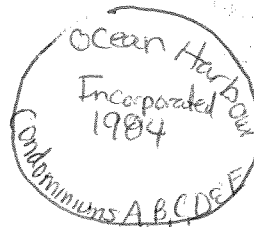
Dona R. Murphy
Witness #1 Printed Name

Laura L. Stevens
Witness #2 Signature

Laura L. Stevens
Witness #2 Printed Name

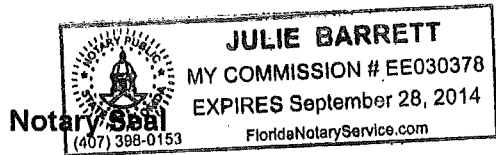
By: Eugene Eger
Eugene Eger, Secretary

Corporate Seal



STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 27th 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: _____].

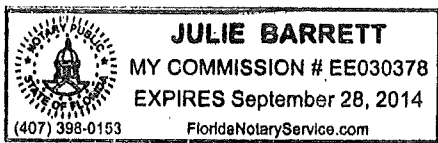


Julie Barrett
Signature of Notary Public

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 27th day of December, 2011 by Richard Carey, 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

Exhibit "A"

COMMENCE AT THE INTERSECTION OF A LINE LYING 3220 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 11, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, WITH THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE RUN SOUTHEASTERLY ALONG THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A, A DISTANCE OF 273.43 FEET TO THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING FOR A (FIRST COURSE) RUN N. 75 DEGREES 05'56" E., PERPENDICULAR TO SAID EAST RIGHT OF WAY LINE OF STATE. ROAD A-1-A, A DISTANCE OF 238.7 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE FOR A (SECOND COURSE) MEANDER SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE. A DISTANCE OF 318 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE LYING 318 FEET SOUTH (BY PERPENDICULAR MEASUREMENT) OF THE (FIRST COURSE) OF THIS DESCRIPTION; THENCE FOR A (THIRD COURSE) RUN S 75 DEGREES 05'56" WEST ALONG A LINE PARALLEL WITH AND 318 FEET SOUTH OF (BY PERPENDICULAR MEASURE) THE AFORESAID (FIRST COURSE) OF THIS DESCRIPTION. A DISTANCE OF 259.70 FEET TO THE SAID EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A: THENCE RUN N 14 DEGREES 54' 04" W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 318.00 FEET TO THE POINT OF BEGINNING.

1131873

Roc Fee	\$ 28.50	DOUGLAS DIXON
Doc Assump	\$ _____	St. Lucie County
Doc Tax	\$ _____	Clerk Circuit Court
Int Tax	\$ _____	By, <u>[Signature]</u>
Total	\$ 28.50	Deputy Clerk

AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
OCEAN HARBOUR CONDOMINIUM D
ST. LUCIE COUNTY, FLORIDA

1. Sections 4, 9 and 17 of the Declaration of Condominium of Ocean Harbour Condominium D, St. Lucie County, Florida, as recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 469, Page 2640 and amended at Official Record Book 469, Page 2699, 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

4.7 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.

9. MAINTENANCE, ALTERATION AND IMPROVEMENT

9.1 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 rail., 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.

9.2 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 records 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.

17. COMPLIANCE AND DEFAULT.

17.4. In addition to other rights as set out above, the Association may assess a fine for violation of the rules and

regulations, restriction 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 D, 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.

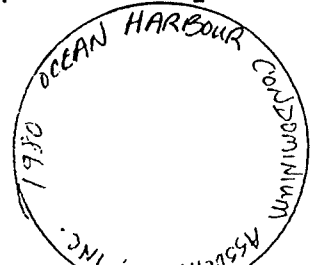
WITNESSES:

OCEAN HARBOUR CONDOMINIUM
ASSOCIATION, INC.

By Ethel Wojak
ETHEL WOJAK, President

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

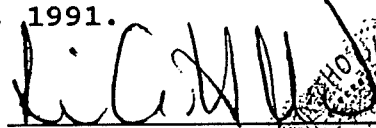
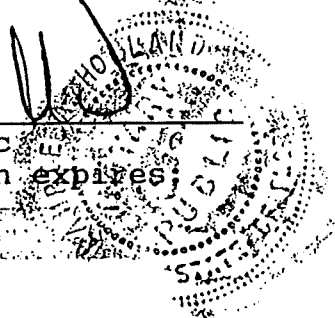
Corporate Seal



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.


Notary Public
My commission expires:


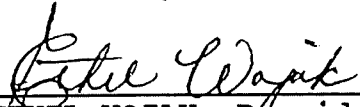
CERTIFICATE

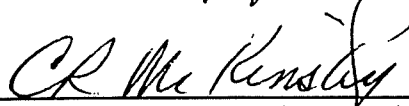
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., by its duly authorized officers, hereby certify that the amendments to the Declaration of Condominium, a copy of which is attached hereto, were duly and regularly adopted and passed by 75% of the entire membership of OCEAN HARBOUR CONDOMINIUM ASSOCIATION,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

EXECUTED this 22nd day of August, 1991.

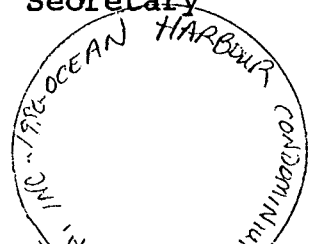
WITNESSES:

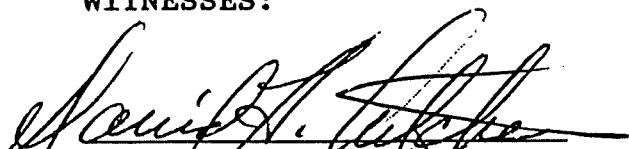
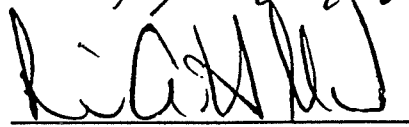
OCEAN HARBOUR CONDOMINIUM
ASSOCIATION, INC.

By 
ETHEL WOJAK, President

By 
C.R. MCKINSTRY, Secretary

Corporate Seal


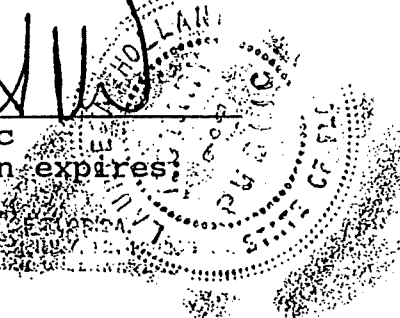


STATE OF FLORIDA
COUNTY OF ST. LUCIE

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:


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

113 1873
91 SEP-3 1991
FILED AND RECORDED
DOUGLAS DIXON CLERK
ST. LUCIE COUNTY, FL
PN

**DECLARATION OF
OCEAN HARBOUR CONDOMINIUM D**

This Declaration of Condominium is made this 8th day of July, 1985, by **KURO-FLORIDA INVESTMENTS, INC.**, 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, as it exists on the date hereof (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 D (hereinafter called "The Condominium") and its mailing address is 5161 N. State Road 41A, North Beach, Fort Pierce, Florida 33480.

3. THE LAND

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

4. DEFINITIONS

The terms used in this Declaration and in its Exhibits, and in all amendments thereto, shall have the meanings stated in the Condominium Act and as follows unless, the context otherwise requires:

4.1. Apartment or Unit means unit as defined by the Condominium Act.

4.2. Apartment Owner or Unit 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, the entity responsible for the operation of the Condominium, as well as for the operation of all other condominiums constructed or to be constructed in the Ocean Harbour Project.

4.5. Bylaws means the Bylaws of the Association existing from time to time.

4.6. Common Elements means (a) the portions of the condominium property not included in the apartments; (b) easements through units for conduits, ducts, plumbing, wiring and

other facilities for the furnishing of utilities and other services to units and common elements; (c) an easement of support in every portion of a unit which contributes to the support of the building; (d) the property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements; and (e) any other parts of the condominium property designated as common elements in this Declaration, or any amendment hereto.

4.7. 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 Bylaws of the Association;
- (f) Any valid charge against the condominium property as a whole.
- (g) Any expenditures made or liabilities incurred by the Association, together with payments or obligations to fund reserve accounts.

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

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

4.10. Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida, Federal National Mortgage Association ("FNMA") or an agency of the United States Government. Without limiting the generality of the foregoing, the term "institutional mortgage" shall specifically refer to any mortgage held by Royal Palm Savings Association and the term "institutional mortgages" shall, without otherwise limiting the generality of the term, specifically refer to Royal Palm Savings Association.

4.11. Singular, Plural, Gender. Whenever the context hereof 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 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 recreational other facilities located substantially as shown upon Exhibit 3, attached hereto, and which are part of the common elements of the condominium property.

5.2. 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 intersection 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 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.

5.3. Common Elements.

(a) The common elements of the condominium property consist of the land and all other parts of the condominium property not within boundaries of 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 property.

(b) The Developer has constructed or shall construct certain improvements upon the common elements of the condominium property which improvements consist of or shall, among other things, consist of landscaping, automobile parking areas, a swimming pool with pool deck, two (2) unlighted tennis courts, bathhouse (containing a sauna, men's and women's rest-rooms and a pool equipment storage room) and other facilities. When Ocean Harbour Condominium E is constructed in the Ocean Harbour project, an additional swimming pool shall be constructed on the common elements of the Condominium E property.

(c) The common elements of the condominium property (which include streets, walkways and parking areas, as well as the recreational facilities described in 5.3(b) herein) are shown on Exhibit "3" attached hereto. Said common elements shall be for the use and enjoyment of owners of condominium units in the several condominiums constructed in or to be constructed in Ocean Harbour, and their guests, invitees and employees. This covenant shall run with the land and shall be enforceable by the County of St. Lucie, State of Florida.

(d) Each apartment owner in each of the condominiums known as Ocean Harbour shall have equal rights to possession and use of the common elements of each condominium in Ocean Harbour. The assessment for the maintenance of said common elements shall include, without limitation, maintenance, taxes and insurance, and shall be charged to the apartment owners entitled to the use of the common elements and facilities. All of the unit owners in each of the condominiums created or to be created at Ocean Harbour shall share equally in the cost of maintaining and operating the recreational facilities, as well as all of the roadways and parking areas located on common elements property at Ocean Harbour.

5.4. Addition of Land to Condominium Property.

(a) Optional Land. Annexed to this Declaration as Exhibit "6" is a legal description of certain parcels of real property located in St. Lucie County, Florida (the "Optional Land") which may be added to the common elements of the Condominium by Developer in accordance with this Section 5.4.

Nothing contained in this Declaration shall be deemed to either obligate the Developer to so add either parcel of the Optional Land.

(b) Method and Effect. The Optional Land (or any portion thereof) and all improvements now or hereafter located thereon (or on any applicable portion thereof) may be added to the condominium property as aforesaid by an amendment to this Declaration. The amendment shall describe the interest in the Optional Land being added and shall submit same to the provisions of this Declaration. The amendment shall operate to divest the then record owner of the Optional Land of title thereto and shall vest such title (as common elements) in the unit owners. The Developer may reserve such easements and other rights over, on and to the Optional Land as Developer deems appropriate.

(c) Alternative Amendments. The foregoing amendment also may be accomplished by (i) conveyance of the Optional Land (or any portion thereof) which is to become common elements to the Association, and (ii) amendment to this Declaration by the Association (which it shall be obligated to do when so requested by the Developer) in accordance with Section 718.110(6) of the Act. *

(d) Additional Provisions. Without limiting the generality of any other section of this Declaration, the above-described amendment may be accomplished by the Developer without the joinder or consent of the Association or of any unit owner(s).

5.5. Survey and Plot Plans. 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 "3". For this 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.

6. ADDITIONS, ALTERATIONS OR IMPROVEMENTS.

6.1. (a) Alteration of Developer-owned Units. 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. If the Developer shall make any changes in apartments, as herein authorized, such changes will be reflected by an amendment of this Declaration. Developer may effect and record such an amendment in the public records without a certificate of the Association and without the vote or consent of unit owners or the Association.

(b) Without limiting the generality of the provisions of paragraph 6.1(a) above, the Developer shall have the right, without the vote or consent of the Association or unit owners to (i) make alterations, additions or improvements in, to and upon units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned units; (iii) change the size and/or number of Developer-owned units by subdividing one or more Developer-owned units into two or more separate units, combining separate Developer-owned units (including those resulting from such subdivision or otherwise) into one or more units, or otherwise; and (iv) reapportion among the Developer-owned units affected by such change in size or

number pursuant to the preceding clause (iii) the appurtenant interest in the common elements and share of the common surplus and common expenses; provided, however, that the percentage interest in the common elements and share of the common surplus and common expenses of any units (other than Developer-owned units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter common elements adjacent to such units, incorporate portions of the common elements into units (and each unit owner shall be deemed to have conveyed and does by the recordation by the Developer of the amendment evidencing the conversion thereby convey such common elements to the Developer for such purpose to the extent such conveyance is required to effect such conversion) and/or convert portions of units into common elements provided that such relocation, incorporation and alteration does not materially adversely affect the market value or ordinary use of units owned by unit owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this paragraph 6.1(b) may be effected by the Developer alone. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

6.2. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the common elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in the aggregate in any calendar year in excess of 10% of the then total annual budget of the Association, the Association may proceed with such making additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such common elements, or any part thereof, costing in the aggregate in any calendar year 10% of the then total annual budget of the Association or less may be made by the Association without approval of the unit owners. The cost and expense of any such additions, alterations or improvements to such common elements shall constitute a part of the common expenses and shall be assessed to the unit owners as common expenses.

5 6.3. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any addition, alteration or improvement in or to the common elements or to his unit without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a unit owner for approval of such an addition, alteration or improvement in such unit owner's unit within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the unit owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A unit owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other unit owners harmless from any liability or damage to the condominium property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair

and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Board may impose administrative charges for considering any such proposal.

7. EASEMENTS.

The following easements are hereby created (in addition to any easements created under the Act):

(a) Support. Each unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other units and the common elements.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the condominium property as may be required from time to time for utility and other services and drainage in order to serve the Condominium. A unit owner shall do nothing within or outside his unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities, and common elements contained in the unit or elsewhere in the condominium property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall be made on not less than one (1) day's notice.

(c) Encroachments. If (a) any portion of the common elements encroaches upon any unit; (b) any unit encroaches upon any other unit or upon any portion of the common elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements, (ii) settling or shifting of the improvements, (iii) any alteration or repair to the common elements made by or with the consent of the Association, or (iv) any repair or restoration of the improvements (or any portion thereof) or any unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any unit or the common elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each unit owner and resident, their guests and invitees, and in favor of each unit owner and resident in the other condominiums in Ocean Harbour, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the common elements (as well as over, across and through the road right-of-way shown on Exhibit 3 attached hereto and legally described in Exhibit 6 attached hereto) as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes (as well as over, through and across the road right-of-way shown on Exhibit 3 attached hereto and legally described in Exhibit 6 attached hereto). None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the condominium units. Any such lien encumbering such easements (other than those on condominium units) shall automatically be subordinate to the rights of unit owners with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the condominium property and take all other action necessary or convenient for the purpose of completing the construction, reconstruction or modification thereof, or any part thereof, or any improvements or units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the unit owners of the condominium property.

(f) Sales Activity. For as long as there are any unclosed units in Ocean Harbour, the Developer, its designees, successors and assigns, shall have the right to use any such units and parts of the common elements for model apartments and sales offices, to show model apartments and the common elements to prospective purchasers and tenants of units, to erect on the condominium property signs and other promotional material to advertise units for sale or lease and take all other action which, in the opinion of the Developer, may be helpful for sales, leases and/or promotion of the Condominium or other condominiums located in or to be located in Ocean Harbour.

(g) Additional Easements. The Developer (so long as it owns any units) and the Association, on its behalf and on behalf of all unit owners (each of whom hereby appoints the Developer and the Association as his irrevocable attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas or other utility or service easements (including easements for the installation, maintenance, operation and repair of cable TV and/or master antenna facilities), or relocate any existing utility or service easements or drainage facilities, in any portion of the condominium property, and to grant access easements or relocate any existing access easements in any portion of the condominium property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the units for the purposes intended. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all unit owners (as their attorney-in-fact), to satisfy the requirements of any public utility company to which any utility related facilities are to be granted or assigned in connection with any such grant or assignment.

(h) Recreational Facilities. A non-exclusive easement in favor of each unit owner and resident, their guests and invitees, and in favor of each unit owner and resident in the other condominiums in Ocean Harbour, their guests and invitees, shall exist for the purposes of ingress, egress, access and use for the enjoyment of the recreational facilities located on the common elements of the condominium property. None of the easements specified in this subparagraph (h) shall be encumbered by any leasehold or lien other than those on the condominium units. Any such lien encumbering such easements (other than those on condominium units) shall automatically be subordinate to the rights of unit owners with respect to such easements.

(i) Beach Property. A non-exclusive easement in favor of each unit owner and resident, their guests and

invitees, and in favor of each unit owner and resident in the other condominiums in Ocean Harbour, their guests and invitees, shall exist for the purposes of ingress, egress, access and use for the enjoyment of the beach property shown on Exhibit 3 attached hereto and legally described in Exhibit 6 attached hereto, whether such beach property is owned by the Developer or is owned by unit owners or the Association pursuant to conveyance as provided in Section 5.4 herein.

8. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES

The undivided percentage interest in the common elements and common surplus, and the percentage share of the common expenses appurtenant to each apartment is set forth in Exhibit "2" annexed hereto.

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.

9. MAINTENANCE, ALTERATION AND IMPROVEMENT

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

9.1. 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, the surfaces of interior building walls facing common elements, the outside surfaces of doors leading into apartments, fixtures attached to the outside surfaces of said doors, the outside windows or 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 replacement, 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 that start of such work.

9.2. 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 Improvement. 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 all of the apartments. Provided, however, that any alteration or addition to the common elements bearing the approval in writing of the record owners of at least 75 percent of the common elements and which does not interfere

with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or addition. The share of any cost of such alteration or addition not so assessed will be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There will be no change in the share and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the costs of such alteration or addition.

10. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the unit owners to meet the common expenses of the Condominium and allocate and assess such expenses among the unit owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all unit owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such assessments are based, to all unit owners and (if requested in writing) to their respective mortgagees. The common expenses shall include the expenses of the operation, maintenance, repair, replacement and management of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expenses by the Act, this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or by the Association. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

11. COLLECTION OF ASSESSMENTS.

11.1. 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 8 of this Declaration.

11.2. Developer's Liability for Assessments. The Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

During the period from the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs, until September 30, 1985 (the "Guarantee Expiration Date"), the Developer shall not be obligated to pay the share of the Common Expenses attributable to Units it is offering for sale, provided that the Assessments for Common Expenses imposed on each Unit Owner other than the Developer shall not increase during such period over the amount set forth opposite such Unit's numerical designation on the Estimated Operating Budget contained in the Prospectus delivered to the Owner at the time such Owner contracted to purchase the Unit, and provided further that the Developer shall be obligated to pay any amount of Common Expenses incurred during such period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners. After the Guarantee Expiration Date, the Developer shall be obligated to pay the share of Common Expenses attributable to Units it is then offering for sale.

11.3. Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten days after date when due, will not bear interest; but all such sums not paid on or before ten days after the date when due will bear interest at the rate of ten 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.

11.4. 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, and a copy of said claim of lien shall be sent to all institutional mortgagees holding institutional mortgages of record encumbering the unit. 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 assessments. The lien for unpaid assessments shall secure assessments with interest, and reasonable attorneys' fees and costs, including, but not limited to, fees and costs for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien.

11.5. 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.

11.6. Subordination of the Lien. The lien for the share of common expenses or assessments or other charges, imposed by the Association pertaining to a unit shall be subordinate to tax liens and to the lien of any mortgage (recorded prior to recordation by the Association of a claim of lien, which mortgage encumbers a unit) to any institutional first mortgagee and which is now or hereafter placed upon any property subject to assessment.

11.7. 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.

11.8. 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.

11.9. Certain Utilities. Water and Sewer service shall be furnished by Bryn Mawr Utilities. 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.

12. 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:

12.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "5".

12.2. The Bylaws of the Association will be the Bylaws of the condominium, a copy of which is attached hereto as Exhibit "4".

12.3. 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 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.

12.4. 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.

12.5. Multiple Condominiums. The Association shall administer and operate the other condominiums constructed or to be constructed 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 Condo-

minium. Without limiting the generality of the foregoing, the 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.

12.6. In addition to its powers under the Articles and By-Laws, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitations:

(a) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the common elements or to any other unit or units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time.

(b) The power to make and collect assessments and other charges against unit owners and to lease, maintain, repair and replace the common elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners or their authorized representatives at reasonable times.

(d) To contract for the management and maintenance of the condominium property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium's governing documents and the Condominium Act, including, but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or unit owners as may be specified in the By-Laws with respect to certain borrowing.

(f) Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the use or

benefit of the unit owners. The expenses of membership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be common expenses.

(g) The power to adopt and amend rules and regulations covering the details of the operation and use of the condominium property.

(h) The power to employ personnel (part-time or full-time).

In the event of conflict between the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto, the Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

13. 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:

13.1. 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.

13.2. 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 connection, location and use of the building on the land, including, but not limited to vandalism and malicious mischief and those covered by the standard "All Risk" endorsement.

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 condi-

tioning 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 walls 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.

Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association shall have the following endorsements: (i) agreed amount and inflation guard, (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable, and (iii) an appropriate endorsement covering the costs of changes to undamaged portions of the Building (even when only a portion thereof is damaged by an insured hazard) if any applicable construction code requires such changes.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the insured property (including, but not limited to, liability arising from law suits related to employment contracts to which the Association is a party), with such additional coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

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

(d) Flood Insurance covering the insured property shall be maintained by the Association if the Condominium is

in a special flood hazard area or if the Association elects. The amount of flood insurance shall be the lesser of: (i) 100% of the current replacement cost of the insured property; or (ii) the maximum coverage available for the insured property under the National Flood Insurance Program.

(e) Fidelity Insurance covering all directors, officers, and managing agents who handle Association funds, naming the Association as obligee and covering all directors, officers and employees of the Association shall be maintained by the Association in an amount which is the greater of \$10,000 or the maximum amount of funds that will be in custody of the Association at any time while the bond is in force; notwithstanding the foregoing sentence, however, such fidelity insurance or bond shall not be for an amount less than the sum of three (3) months' assessments on all Units, plus the Association's reserve funds, for each person so insured or bonded.

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

13.3. 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 days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each institutional mortgagee who has requested such notice.

13.4. 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

owns such share being the same as the undivided share in the common elements appurtenant to his apartment.

(c) Mortgagees. In the event a mortgage 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 interest 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. Notice of any casualty or loss under any policy issued pursuant to this Section 13 shall be given to the apartment owners and their mortgagees.

13.5. 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 elsewhere 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.

13.6. 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.

13.7. Notice to Institutional Mortgagees. All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the named insureds, including all first mortgagees of Units, all institutional mortgagees and each servicer of a FNMA-owned mortgage. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of

foundations), without deduction for depreciation, for the purposes of determining the amount of insurance to be effected pursuant to this section.

13.8. Standard Mortgage Clause. All policies shall contain a standard mortgage clause naming, as mortgagee, FNMA or the FNMA servicer, its successors and assigns, for mortgages held by FNMA, and naming Royal Palm Savings Association, its successors and assigns, for mortgages held by Royal Palm Savings Association.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

14.1. Notice to Mortgagees and Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, notice of such casualty shall be given to institutional mortgagees of the unit owner(s) within five (5) days of such casualty, and whether or not the affected portion of the condominium property 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 improvement is an apartment or apartments and if 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 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 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.

14.2. 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.

14.3. 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.

14.4. Estimate 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.

14.5. 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.

14.6. 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 mortgage 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.

15. USE RESTRICTIONS.

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

15.1. Apartments.

(a) Each of the apartments will be occupied by 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.

(b) Children are permitted to reside in the units, but their activities on the condominium property, are subject to the rules and regulations promulgated from time to time by the Board of Directors.

(c) 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.

(d) 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.

(e) 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. Any parking space shall be useable by any apartment owner or lessee at Ocean Harbour. 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. *

15.2. Common Elements. The common elements will be used only for the purposes for which they are intended. *

15.3. Nuisances. No nuisances 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.

15.4. 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.

15.5. 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 accommodated.

15.6. 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 request.

15. 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.

15.8. Not Applicable to Developer. The foregoing use restrictions and the rules and regulations promulgated from time to time by the Board of Directors, shall not apply to the Developer or to any construction mortgage lender.

16. 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.

16.1. 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 16.2.

16.2. 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.

16.3. 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 per-

formal 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.

16.4. 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.

16.5. 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. 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.

16.6. 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.

17. 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.

17.1. 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 aban-

donment of an apartment or its appurtenances, () of the common elements, by the apartment owner.

17.2. 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 Bylaws 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.

17.3. 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 Bylaws 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.

18. AMENDMENTS.

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

18.1. Notices. 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.

18.2. 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) 100% of the Board of Directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

18.3. Execution and Recording. An amendment shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. An amendment of the Declaration is effective when properly recorded in the Public Records of the County.

18.4. 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 provisions 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. The foregoing paragraph may not be amended.

19. TERMINATION

This condominium may be voluntarily terminated in the manner provided in the Condominium Act, at any time.

20. FNMA REQUIREMENTS.

20.1. Notwithstanding anything to the contrary contained 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:

(a) Homeowners' Documents, Books and Papers. The Association shall have current copies of the Declaration of Condominium, the By-Laws of the Association, the Articles of the Association, the Rules and Regulations for the Condominium, and the books, records and financial statements of the Association available for inspection, upon request, during normal business hours, to members of the Association and lenders, and to holders, insurers or guarantors of any first mortgage on any Unit located in the Condominium.

(b) Financial Statement. The Association shall provide a copy of the Association's financial statement for the immediately preceding fiscal year to any holder of a first mortgage encumbering any Unit located in the Condominium, upon written request therefor.

(c) Reserve for Replacement. The Association shall establish and maintain, out of regular assessments for common expenses, an adequate reserve fund for the periodic maintenance, repair and replacement of improvements of the Common Elements which the Association may be required to maintain.

(d) Access at Reasonable Hours. The Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Unit Owner, to enter any Unit at reasonable hours on any day for the purpose solely of performing the maintenance authorized by this Declaration, and shall also have a reasonable right of entry upon any Unit to make emergency repairs or to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

(e) Additional Easements. (i) The Developer (so long as it owns any Units) and the Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as his irrevocable attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas or other utility or service permits, licenses or easements, or to relocate any existing utility or service permits, licenses or easements or drainage facilities, in any portion of the Condominium Property, and to grant access permits, licenses or easements or relocate any existing access permits, licenses or easements in any portion of the Condominium Property, and to grant permits, licenses and easements for other purposes as the Developer or the Association shall deem reasonably necessary or desirable for the proper operation and

maintenance of the improvements, or any portion hereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such permits, licenses or easements or the relocation of existing permits, licenses or easements will not prevent or unreasonably interfere with the reasonable use of the Units for the purposes intended.

(f) Additional Rights of Institutional First Mortgages. In addition to all other rights herein set forth, upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit address, any institutional first mortgage holder, insurer or guarantor will be entitled to:

(i) Receive timely written notice of any condemnation or casualty loss that affects either a material portion of the insured property or the Unit securing its mortgage.

(ii) Receive timely written notice of any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.

(iii) Receive timely written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(iv) Receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgage holders.

21. NOTICE OF ASSOCIATION MEETINGS TO MORTGAGEES.

Notwithstanding anything to the contrary in this Declaration or in the Exhibits attached hereto and made a part hereof, the Association shall give institutional mortgagees ten (10) days prior written notice of all meetings of the members of the Association and all meetings of the Board of Directors of the Association; and a representative of such institutional mortgagee(s) shall be permitted to attend such meetings.

22. SEVERABILITY.

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

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

EURO-FLORIDA INVESTMENTS, INC.

By: 
John A. Darlson, President



STATE OF FLORIDA

COUNTY OF MARTIN

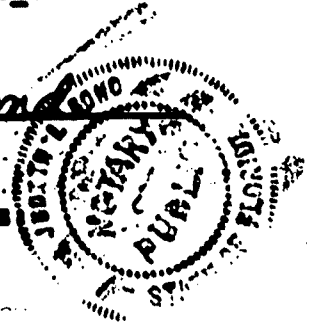
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN A. DARLSON, well known to me to be the President of the corporation named as EURO-FLORIDA INVESTMENTS, INC., in the foregoing Declaration of Condominium, 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 corporation seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of July, 1955.

Judith L. Jones
NOTARY PUBLIC

(Notary Seal)

My Commission Expires



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
BONDED THRU GENERAL INVESTMENT

CONSENT OF MORTGAGEE

ROYAL PALM SAVINGS ASSOCIATION, a Florida capital stock savings and loan association, being the owner and holder of that certain mortgage dated the 23rd day of March, 1984, recorded in O.R. Book 427 at pages 1951 of the Public Records of St. Lucie County Florida (hereinafter called "Mortgagee"), hereby consents to the filing of the foregoing Declaration of Condominium solely for the purpose of complying with the requirements of Florida Statutes, Section 718.104.

In witness whereof, the Mortgagee has caused this Consent of Mortgagee to be executed and its seal to be affixed hereto this 9th day of JULY, 1985.

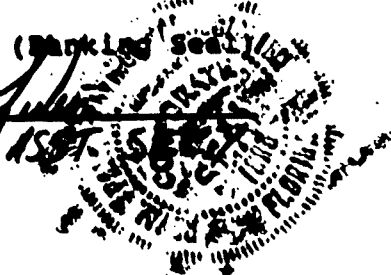
Signed, sealed and delivered in the presence of:

[Signature]
Paul T.

MORTGAGEE:

Royal Palm Savings Association

By: [Signature]
Assistant Vice President

Attest: [Signature]
1985


STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 9th day of July, 1985, by FRANK D. BRUESSEMAN as AVP of Royal Palm Savings Association, a Florida capital stock savings association, on behalf of the savings and loan association.

(Notary Seal)


[Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 22 1987
BONDED THRU GENERAL INSURANCE UND

EXHIBIT 1

A portion of Parcel A being known as Building "D" Parcel, according to the map thereof, in Sections 10 and 11, Township 34 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

From the intersection of a line lying 3,220 feet South of and parallel to the North lines of said Sections 10 and 11, with the West right-of-way of State Road A-1-A; thence South $89^{\circ}32'48''$ West parallel to the North line of said Sections 10 and 11, also being the North line of Parcel A, 210.00 feet, to the Point of Beginning of the herein described parcel; thence continuing along the said North line of Parcel A, South $89^{\circ}32'48''$ West, 292.33 feet; thence South $00^{\circ}27'12''$ East, 210.00 feet; thence North $89^{\circ}32'48''$ East, 134.49 feet; thence South $00^{\circ}27'12''$ East, 107.86 feet; thence North $89^{\circ}32'48''$ East, 205.00 feet; thence North $00^{\circ}27'12''$ West, 119.19 feet; thence South $89^{\circ}32'48''$ West, 47.16 feet; thence North $00^{\circ}27'12''$ West 190.67 feet to the POINT OF BEGINNING.

EXHIBIT 2

Allocation of Percentage Shares of Common Elements,
Common Expenses and Common Surplus

Each Unit shall have an appurtenance thereto the percentage share (expressed herein as a fraction) of the Common Elements, Common Expenses and Common Surplus set forth below:

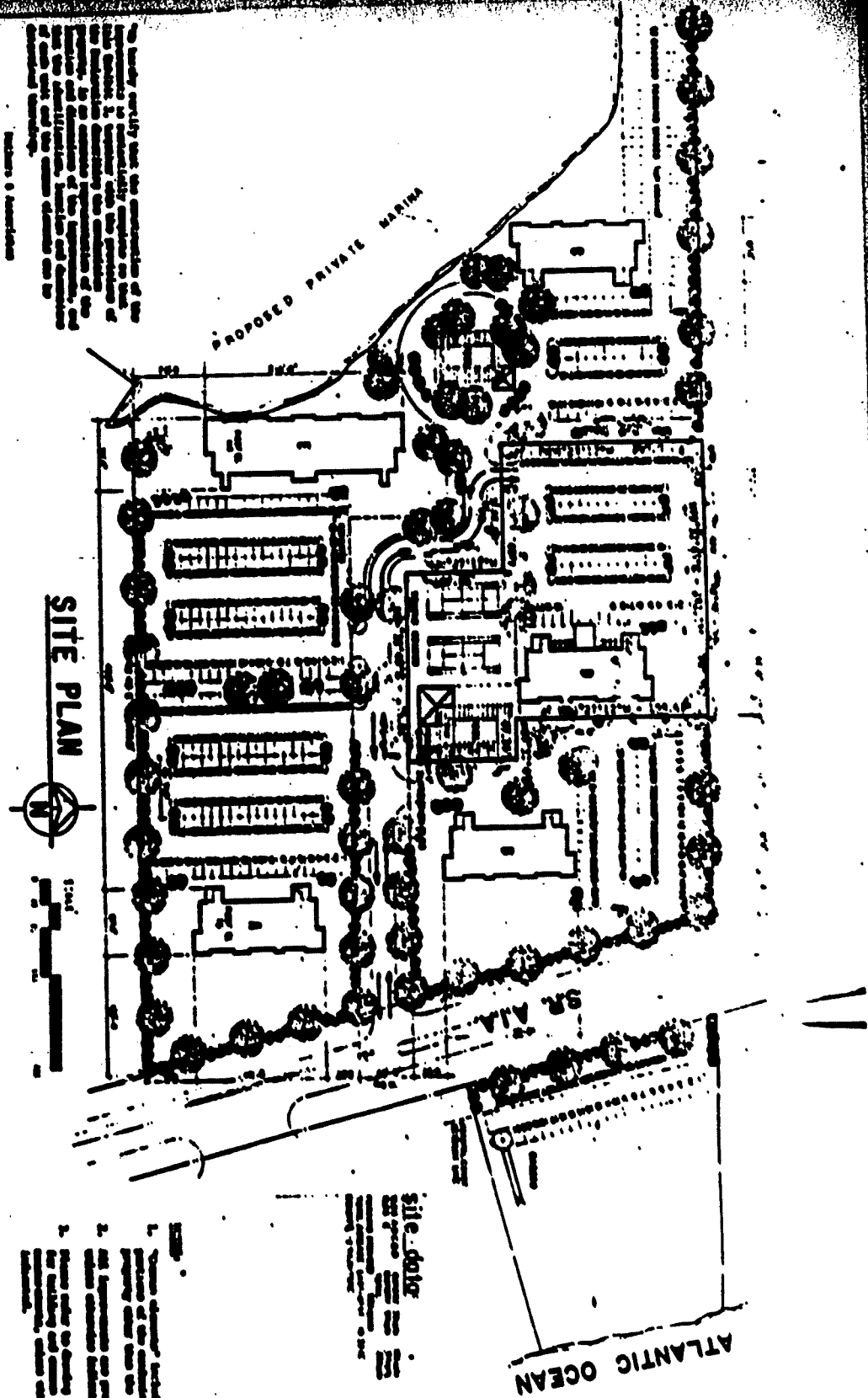
<u>Unit</u>	<u>Share</u>
D-116	1/39
D-117	1/39
D-118	1/39
D-120	1/39
D-216	1/39
D-217	1/39
D-218	1/39
D-219	1/39
D-220	1/39
D-316	1/39
D-317	1/39
D-318	1/39
D-319	1/39
D-320	1/39
D-416	1/39
D-417	1/39
D-418	1/39
D-419	1/39
D-420	1/39
D-516	1/39
D-517	1/39
D-518	1/39
D-519	1/39
D-520	1/39
D-616	1/39
D-617	1/39
D-618	1/39
D-619	1/39
D-620	1/39
D-716	1/39
D-717	1/39
D-718	1/39
D-719	1/39
D-720	1/39
D-816	1/39
D-817	1/39
D-818	1/39
D-819	1/39
D-820	1/39

EXHIBIT 3

Proposed Survey-Plot Plans

The boundary, easements, etc. shown on this plan are based on the records of the land records in the public records of the State of Florida, and the engineer is not responsible for the accuracy of the same. The engineer is not responsible for the accuracy of the same. The engineer is not responsible for the accuracy of the same.

By John T. Mathers, Engineer
 Professional Engineer No. 2008
 State of Florida



SITE PLAN



- 1. The owner of the land on which this building is to be constructed has granted to the engineer a license to survey the same.
- 2. The owner of the land on which this building is to be constructed has granted to the engineer a license to survey the same.
- 3. The owner of the land on which this building is to be constructed has granted to the engineer a license to survey the same.
- 4. The owner of the land on which this building is to be constructed has granted to the engineer a license to survey the same.

site plan
 1/2" = 10'

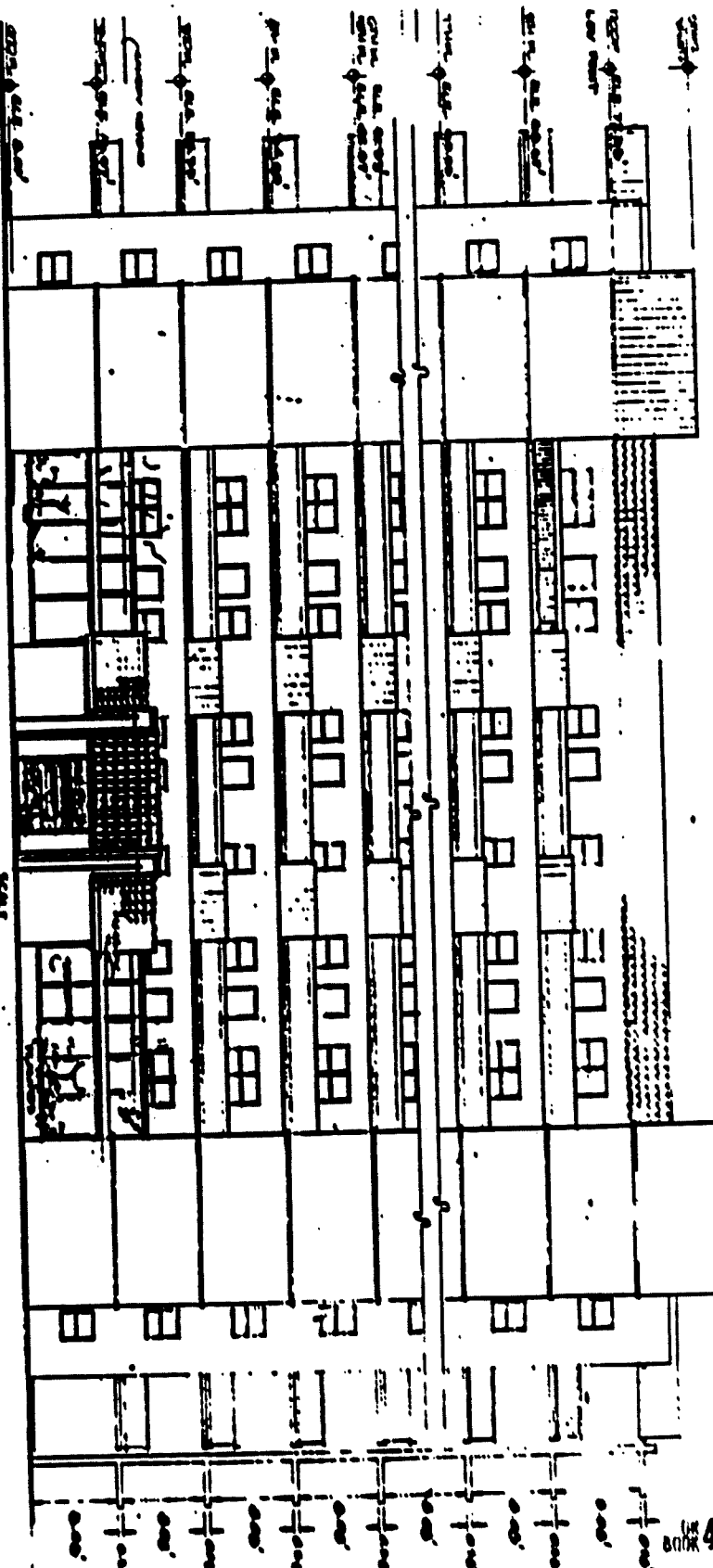
ATLANTIC OCEAN

469 PAGE 2674

Drawn by: L.J.
 Checked by: M.G.
 Date: 3-20-84
 Scale: SHOWN
 Job No. 549-0

PROJECT
OCEAN HARBOUR
CONDOMINIUM D

MATHERS & ASSOCIATES
 ENGINEERS · SURVEYORS
 STUART, FLORIDA



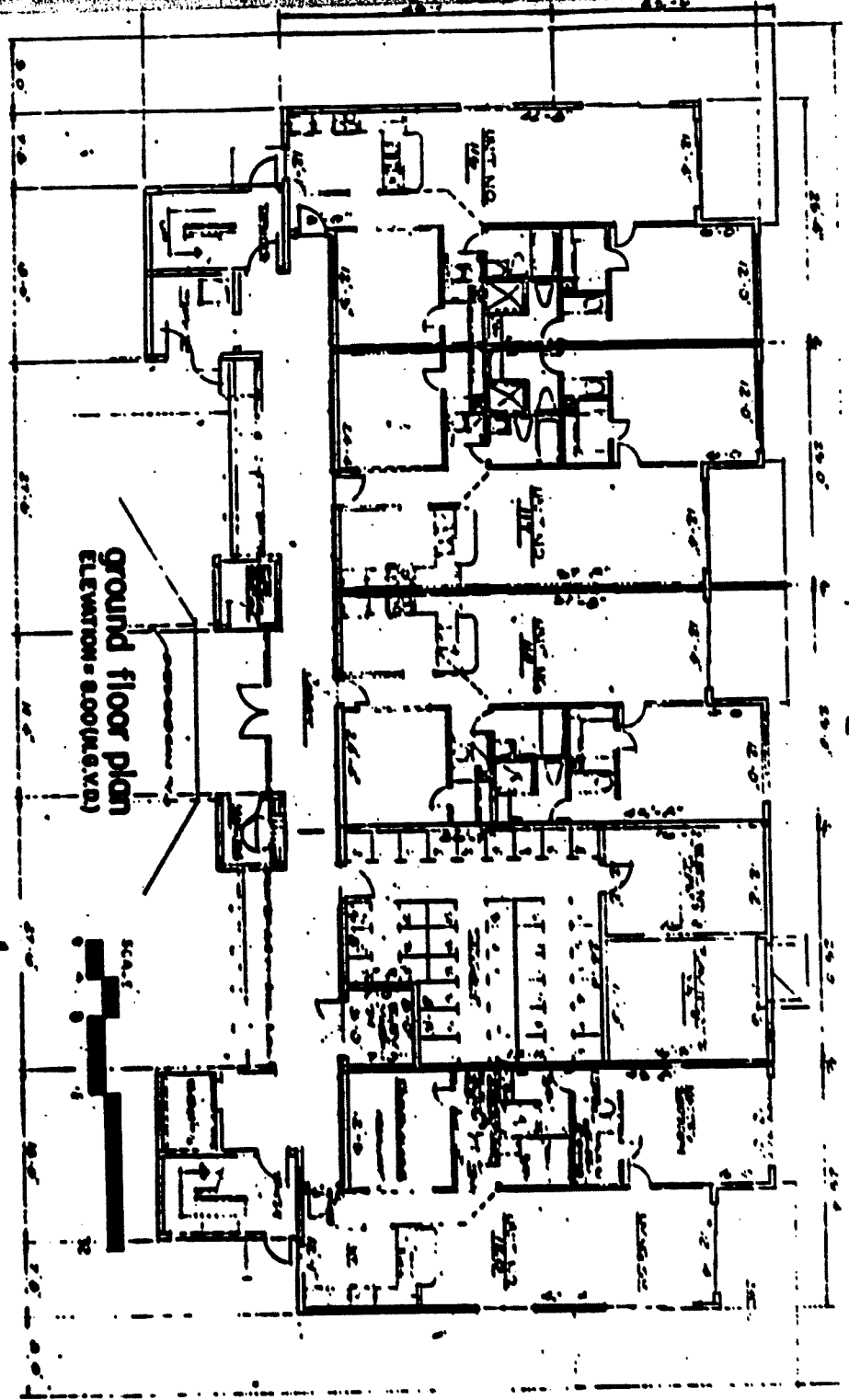
front elevation

ELEVATIONS ARE BASED UPON SPICER'S GEODESIC INSTRUMENT RECORD.



Sheet 469 Page 2675

<p>Drawn by: J.L.D. Checked by: M.G. Date: 4-20-89 Scale: SHOWN Job No. 849-0</p>	<p>PROJECT OCEAN HARBOUR CONDOMINIUM D</p>	<p>MATHERS & ASSOCIATES ENGINEERING · SURVEYING STUART, FLORIDA</p>
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ground floor plan
ELEVATION = 8.00 (M.S.V.)



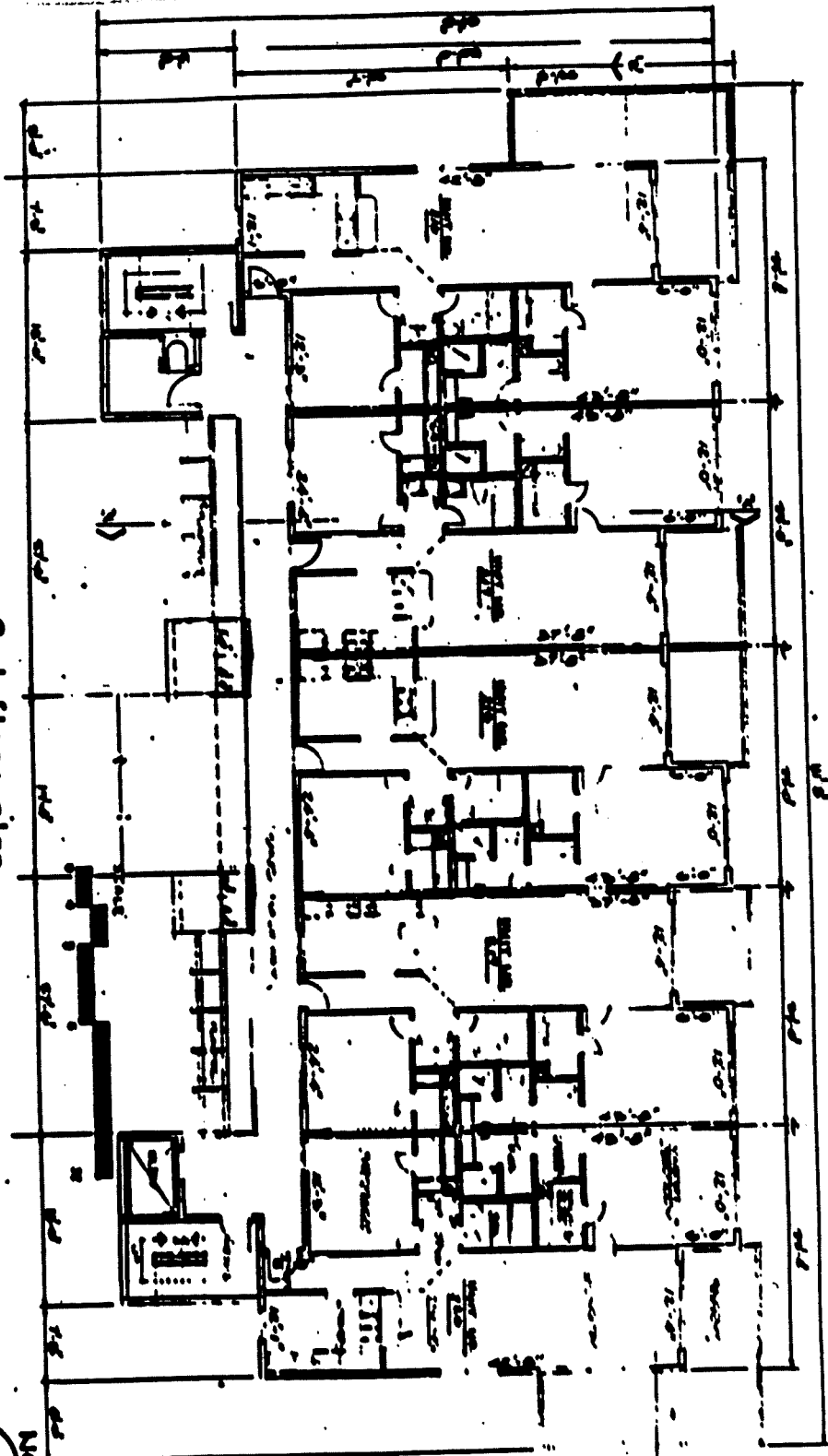
BOOK 469 PAGE 2676

Drawn by: L. J. L.
Checked by: M. G.
Date: 11-20-84
Scale: SHOWN
Job No. 849-01

PROJECT
OCEAN HARBOUR
CONDOMINIUM D

MATHERS & ASSOCIATES
ENGINEERING · SURVEYING
STUART, FLORIDA

2nd floor plan
ELEVATION = 18.57 (M.S.V.D.)



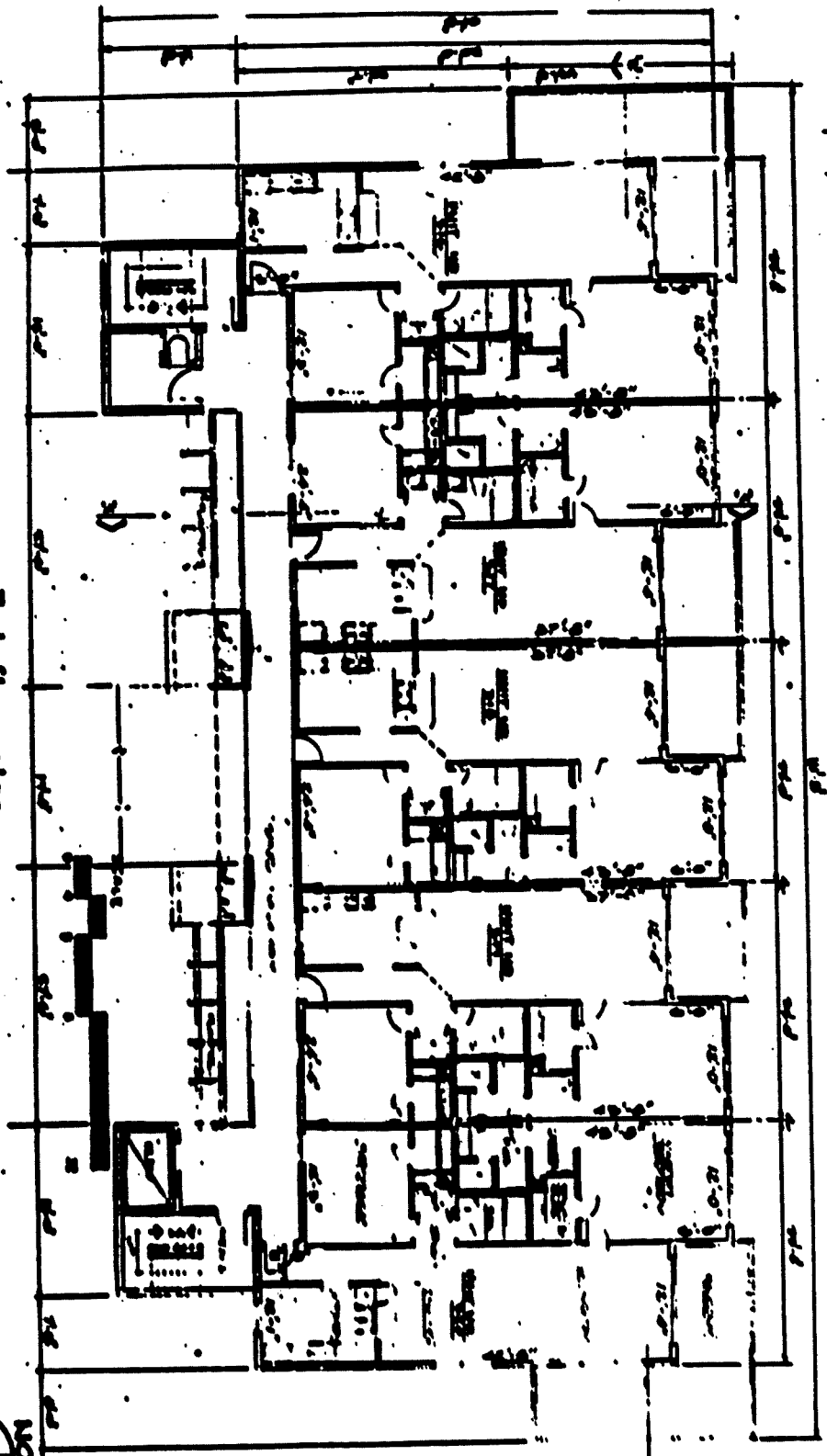
BOOK 469 PAGE 2677

State of Fla.
County of Dade
1977-8-30-87
Arch. THORN
100 No. 849-0

PROJECT
**OCEAN HARBOUR
CONDOMINIUM D**

MATHERS & ASSOCIATES
ENGINEERS - SURVEYORS
STUART, FLORIDA

3rd. floor plan
ELEVATION - EAST (U.S. V.O.)



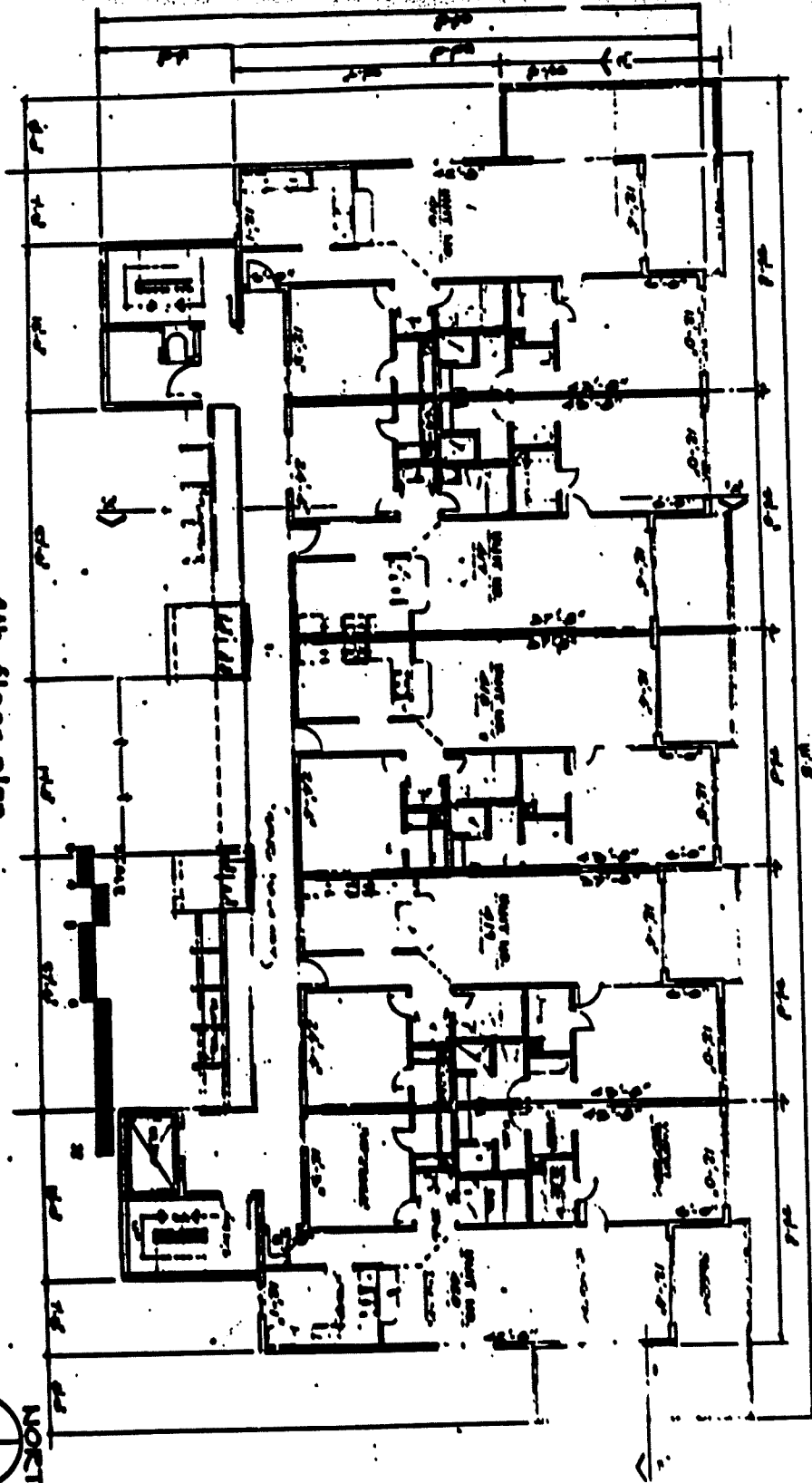
BOOK 469 PAGE 2678

Scale: 1/4" = 1'-0"
Date: 10-1-84
Drawn: J.H.W.
Check: J.H.W.

PROJECT
OCEAN HARBOUR
CONDOMINIUM D

MATHERS & ASSOCIATES
ENGINEERS - SURVEYORS
STUART, FLORIDA

4th. floor plan
ELEVATION = 54.00 (M.S.V.D.)



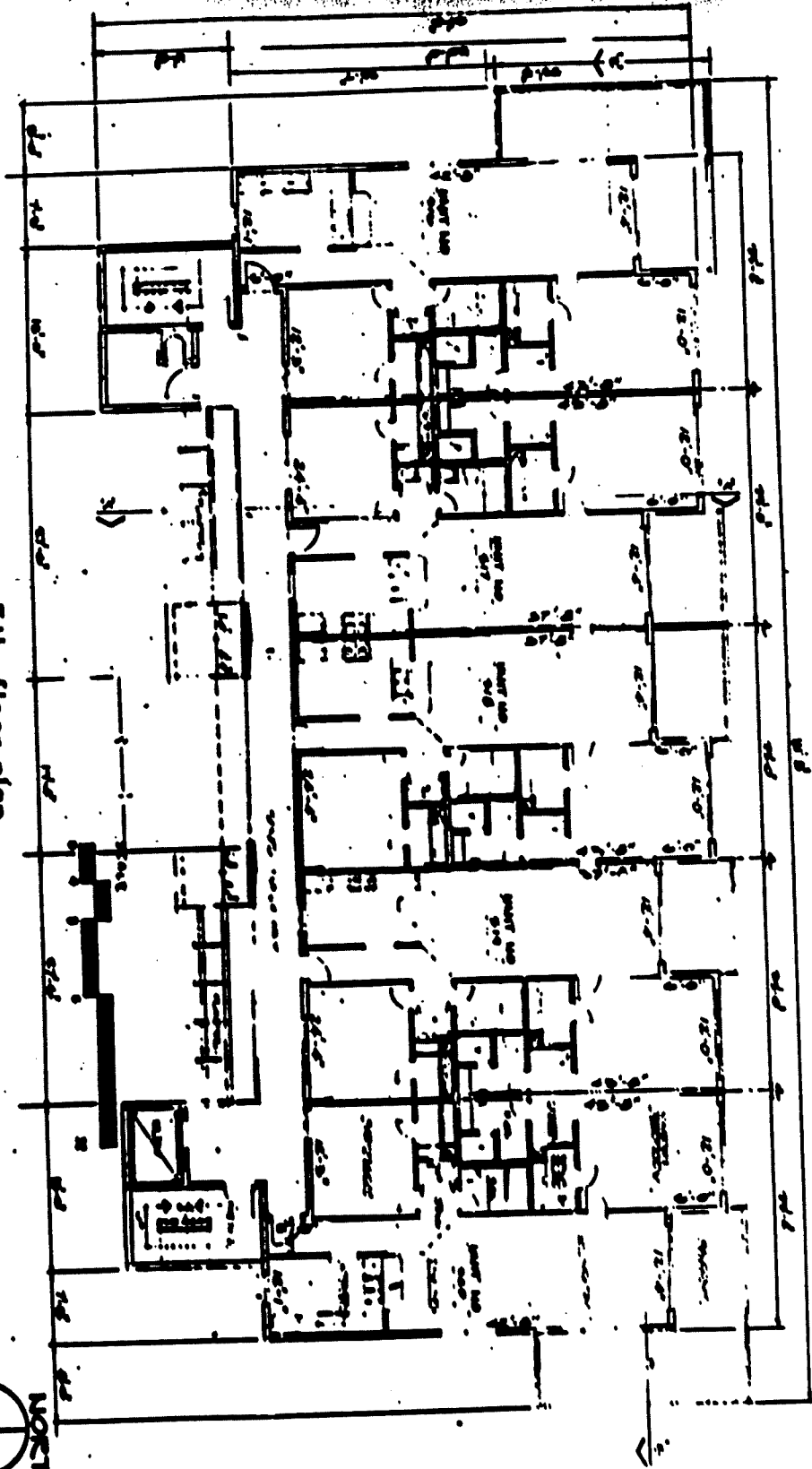
BOOK 469 PAGE 2679

Scale: 1/4" = 1'-0"
Drawing No. 469-01
Date: 10-1-84
Sheet: 1 of 1

PROJECT
**OCEAN HARBOUR
CONDOMINIUM D**

MATHERS & ASSOCIATES
ENGINEERING · SURVEYING
STUART, FLORIDA

5th. floor plan
ELEVATION = 42.67 (M.S.V.D.)



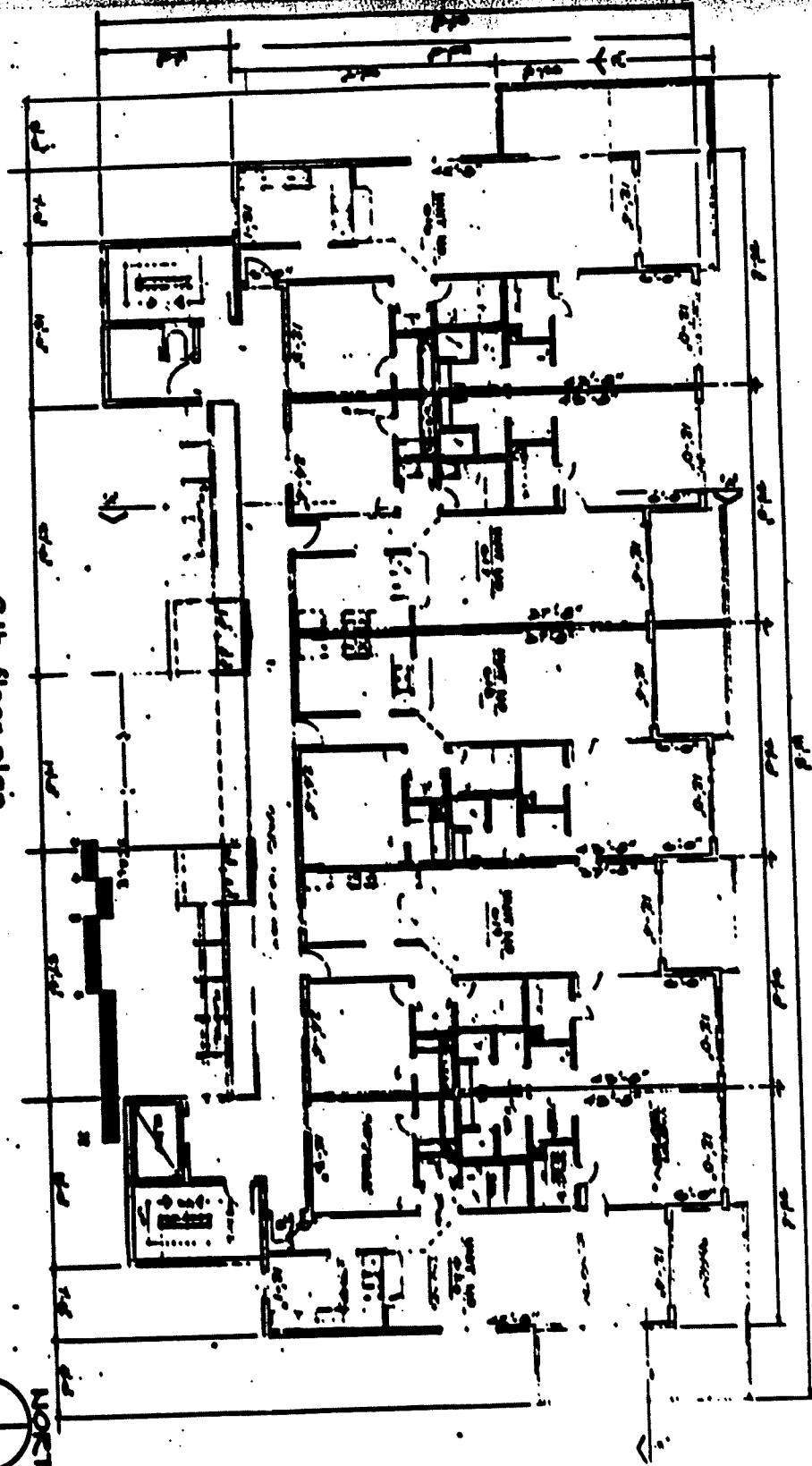
BOOK 469 PAGE 2680

Scale: 1/4" = 1'-0"
Sheet: S-50-14
Proj. SHOW
Date: 1-10-01

PROJECT
**OCEAN HARBOUR
CONDOMINIUM D**

MATHERS & ASSOCIATES
ENGINEERS · SURVEYORS
STUART, FLORIDA

6th floor plan
 ELEVATION = S.I. (M. S.V.D.)



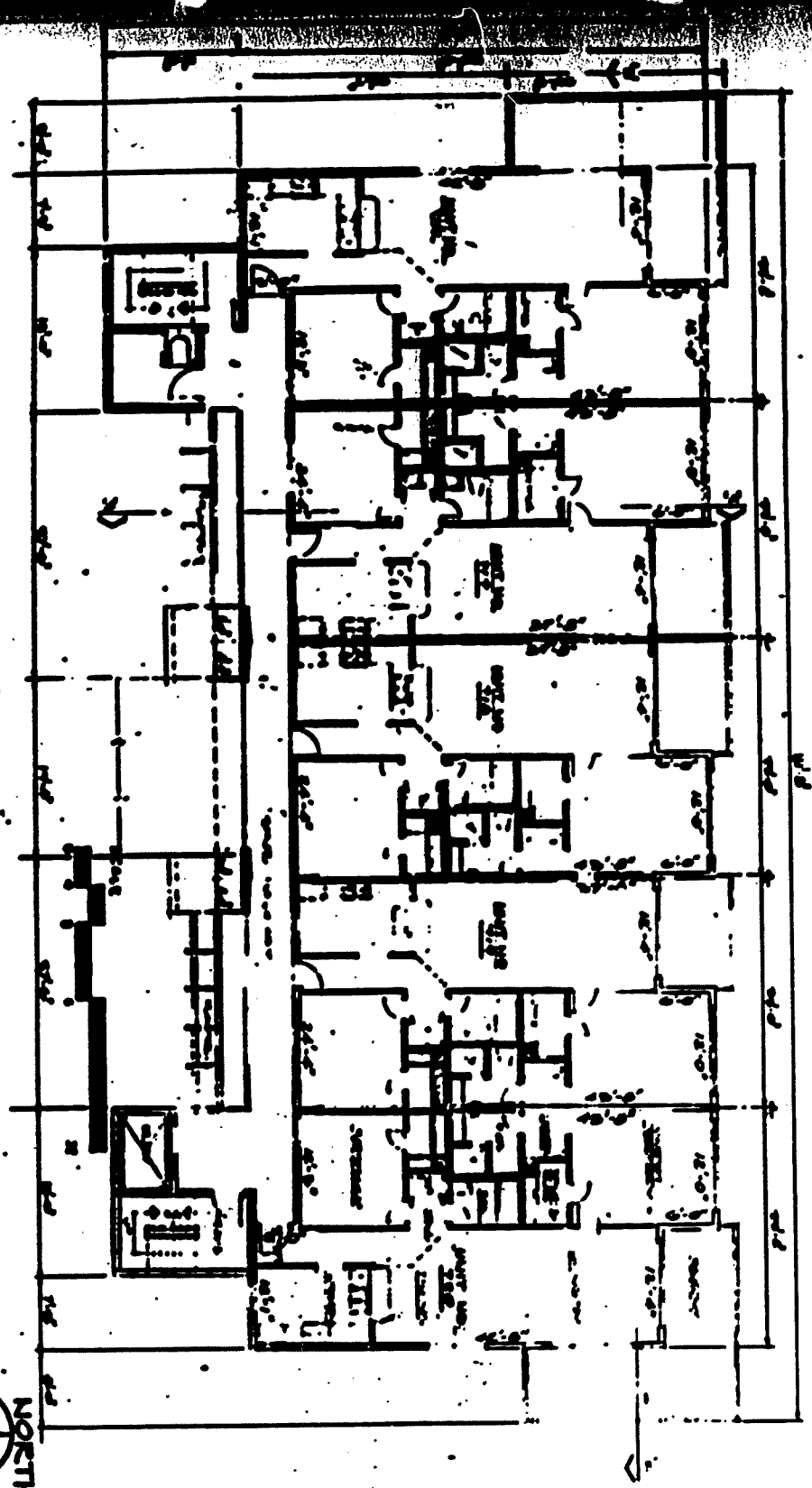
BOOK 469 PAGE 2681

State of Fla.
 County of Dade
 1977-8-20-84
 Arch. DRAWN
 1977-8-20-84

PROJECT
**OCEAN HARBOUR
 CONDOMINIUM D**

MATHERS & ASSOCIATES
 ENGINEERING · SURVEYING
 STUART, FLORIDA

7th. floor plan
ELEVATION - 00001 (MAY 81)



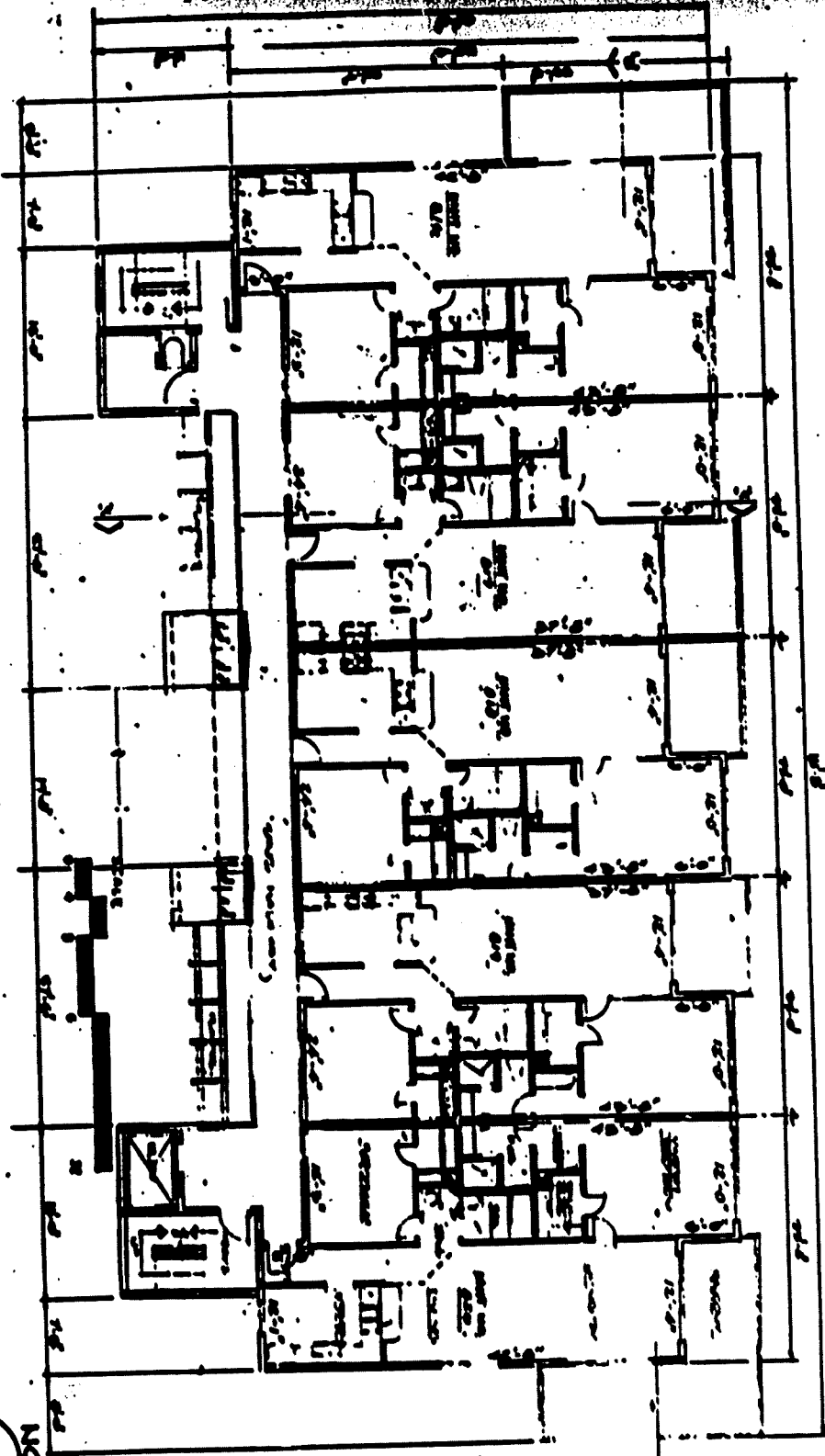
IN BOOK 469 PAGE 2682

Drawn by: L. J. ...
Checked by: M. G. ...
Date: 2-20-84
Scale: SHOWN
Job No. 549-01

PROJECT
**OCEAN HARBOUR
CONDOMINIUM D**

MATHERS & ASSOCIATES
ENGINEERS • SURVEYORS
STUART, FLORIDA

8th floor plan
 ELEVATION - 66.57 (M.A.S.D.)



UP BOOK 469 PAGE 2683

Scale: 1/4" = 1'-0"
 Date: 11-20-84
 Drawn: SHOWN
 Job No. 849-01

PROJECT
OCEAN HARBOUR
CONDOMINIUM D

MATHERS & ASSOCIATES
 ENGINEERING · SURVEYING
 STUART, FLORIDA

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

RECEIVED
Presented For Record

EXHIBIT 4

BYLAWS

OCEAN BARBOUR CONDENSATION ASSOCIATION, INC.

1. SHORT TITLE.

These are the Bylaws of OCEAN BARBOUR CONDENSATION 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 [redacted] 1962. The Association has been organized for the purpose of [redacted] CONDENSATION A. B. C. S and B, which shall be located upon the lands described in such Articles of Incorporation.

1.1. The office of the Association will be at 6401 E. State Road 54A, North Beach, Fort Pierce, Florida 34943.

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

1.3. The end of the corporation will have the same 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. ANNUAL MEETING.

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 each officer 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. Notices 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 vote approved by a majority of the votes present at a meeting at which a quorum is present will constitute the act 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.

2.8. 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 owner's title to his apartment. If an apartment is owned by more than one person, or if under lease, the person entitled to vote the vote for the apartment will be determined by a certificate signed by all of the persons entitled to the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to vote the vote for the apartment will be determined by a certificate signed by the person or persons authorized by the Secretary of the corporation and filed with the Secretary of the Association. Such certificate will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment occurs. A certificate authorizing the person entitled to vote 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 each owner will not be considered in determining the requirements for a quorum nor for any other purpose.

2.9. Proxy. 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.

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

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

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Reading 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

2.12. Voting. 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 ever first occurs, the proceedings of all meetings of members of the Association will have no effect unless approved by the Board of Directors.

3. MEMBERSHIP.

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.

234 450

2.2. 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 thirty (30) days prior to the annual members' meeting. The committee will nominate one person for each director then serving. Resolutions for election of directors proposed 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 (votes dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast the votes for each of as many nominees as there are vacancies to be filled. There will be an 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 unanimous vote 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 its open end fund (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.

2.3. 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 directors provided.

2.4. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their election at each 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.

2.5. 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 each meeting.

2.6. 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.

2.7. 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.

2.8. A meeting of directors' meeting will remove of a majority of the entire Board of Directors. The vote 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 approved by a greater number of directors as required by the Constitution of Goodwill for such transactions, said Article of Incorporation or these Bylaws.

3.9. **Adjourned Meeting.** 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 so adjourned may be transacted without further notice.

3.10. **Director's Liability.** The liability of a director to the extent of a liability to the Association in the absence of that meeting will constitute the powers 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) Prayers of the books of meeting
- (c) Reading and disposal of any unapproved Minutes
- (d) Reports of officers and committees
- (e) Minutes 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 appropriate 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 promptly 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 officers 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.**

8.3. The Vice President shall exercise the powers and perform the duties of the President in the absence or inability of the President. He also shall assist the President and cooperate with other officers and perform such other duties as shall be prescribed by the directors.

8.4. The Secretary shall keep the minutes of all proceedings of the directors and the members and shall attend to the filing and keeping of all notices to the members and directors and any papers required by law. He shall have custody of the seal of the Association and shall be authorized to execute a seal when duly signed. He shall keep the records of the Association, including the Treasurer's, and shall perform all other duties incident to the office of the Secretary of the Association and as may be required by the directors or the members.

8.5. The directors shall have custody of all property of the Association, including funds, securities and other investments. They shall have custody of accounts for the Association in connection with good accounting practices, which, together with other financial records, shall be made available to the Board of Directors for examination at reasonable times. They shall retain a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

8.6. The compensation of all officers and employees of the Association shall be fixed by the directors. This provision that directors' fees shall be determined by members shall not prohibit the Board of Directors from employing a director as an employee of the Association nor prohibit the contracting with a director for the management of the association.

C. FINANCIAL MANAGEMENT.

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

8.1. **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) Reserves, 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.

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

(a) Current expenses, the amount for which will not exceed 11% of the budget for this amount for the prior year.

(b) Deferred maintenance, the amount for which will not exceed 11% of the budget for this amount for the prior year.

(c) Repairs, the amount for which will not exceed 12% of the budget for this amount for the prior year.

(d) Reserves, which shall include the funds to be used for capital expenditures for common areas or common interest property that will be part of the common elements. The amount for which shall not exceed 20% provided, however, that in the event the total amount in excess of \$2,000 shall be expended for a single item of property unless the item of property has been approved by the members in the manner required by the Constitution of the Association.

(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 vote 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, 1988, or until the Developer elects to pay the pro rata share of common expenses for common expenses, whichever shall first occur, there will be no budget for the condominium. Instead, the common expenses 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 provision will be made for borrowings or capital surplus. However, an 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.

6.3. 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 31 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 each 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.

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

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expenses. Charges for other than common expenses 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 not owned by the Association of Condominiums, maintenance services furnished to the apartment of a member and other services furnished for the benefit of a member.

6.4. Assessments for Maintenance. Assessments for common expenses of maintenance that shall be paid by the Association for common expenses shall be made only after notice of the amount to be paid to the apartment owner concerned. After such notice, the amount is binding on the member unless in writing 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 each instance as the Board of Directors of the Association may require in the notice of assessment.

6.5. Security. The Association of the Association will be each bank or banks as shall be determined from time to time by the directors and in which the funds of the Association will be deposited. Withdrawal of monies from such accounts will be only by checks signed by each person to the order of 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,

Robert's Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Constitution of Condominiums, 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. Prohibitions. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent, and no amendment

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

C. **RESERVED.** Any power shall be reserved by the Board of Directors
of all Officers of the Association to make any amendments to the Association
Bylaws. The amount of any such amendments shall be
not less than one-half of the amount of the original amendments proposed
for certain purposes. The amount of such amendments shall be paid by the Association.

The foregoing were adopted at the Regular Meeting of the
MEMBERSHIP ASSOCIATION, INC., a corporation with its office under the laws of
the State of Florida, at the time meeting of the Board of Directors held on the 12th
day of , 19 .

[Signature]

VICE PRESIDENT

ATTENT:

[Signature]

VICE SECRETARY, TREASURY



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15.60

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1131874

Rec Fee	\$ 17.00	DOUGLAS DRAVIN
Doc Assump	\$	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:

[Signature]
[Signature]

OCEAN HARBOUR CONDOMINIUM
ASSOCIATION, INC.

By [Signature]
ETHEL WOJAK, President

By [Signature]
C.R. MCKINSTRY, Secretary

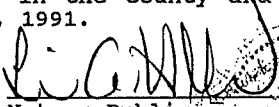
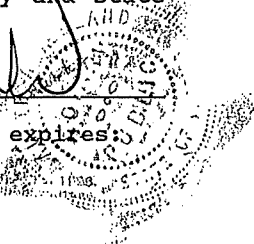
Corporate Seal



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:


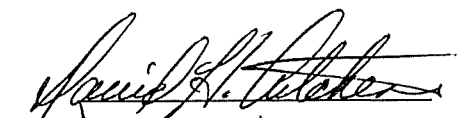
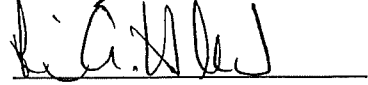
CERTIFICATE

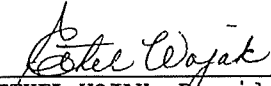
OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., by its duly authorized officers, hereby certifies that the amendments to the By-Laws, a copy of which is attached hereto, were duly and regularly adopted and passed by 75% of the entire membership of OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC., at a special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


EXECUTED this 22nd day of August, 1991.

WITNESSES:

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

BY 
ETHEL WOJAK, President

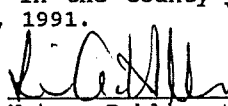
BY 
C.R. MCKINSTRY, Secretary
Corporate Seal



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, RECORDS SECTION
BY COMMISSION EXPIRES
FONDED THROUGH NOTARY PUBLICS

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 *pu*
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. L.
By [Signature]
Deputy Clerk
Total \$ 10.50

CERTIFICATE

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

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:

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

By Ethel Wojak
ETHEL WOJAK, President

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

[Signature]
Douglas Oult
[Signature]
Douglas Oult

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: 4/12/93
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
WACKEEN, 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 RECD.
DOUGLAS DIXON, CLERK
ST. LUCIE COUNTY

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 DD
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 Ditch

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 [Signature]
Notary Public
Notary Public, State of Florida
My Commission Expires 10/18/1991

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 Ditch

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, State of Florida
My Commission Expires

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

997110

'89 OCT -5 P4:03

FILED AND RECORDED
DOUGLAS DIXON, CLERK
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 2.1, 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 St. Martin
Robert St. Martin as President

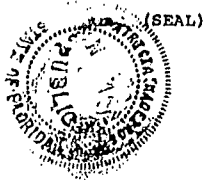
By William Timmins
William Timmins as Secretary

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

Patricia Madinos
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES .01 28 1986
BONDED THRU GENERAL INSURANCE UNL



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

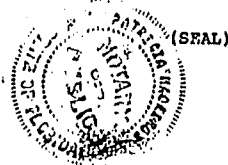
STATE OF FLORIDA,)
COUNTY OF ST. LUCIE,)

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 UNL



653344

'84 APR 25 AM 12:28

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

BOOK 430 PAGE 380

EXHIBIT 5

ALLEN
Presented For

FILED

37 4-3 1978

ARTICLES OF INCORPORATION

OF

OCEAN HARBOR CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I

NAME

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

ARTICLE II

PURPOSE

2.1. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter VII, Florida Statutes, 1977, for the operation of OCEAN HARBOR CONDOMINIUM 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 these certain Declarations of Condominium for OCEAN HARBOR CONDOMINIUM A, B, C, D, and E.

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

ARTICLE III

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 approved by the Association; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to their respective 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.

334 442

4. To maintain, repair, replace and operate the condominium properties.
5. To purchase insurance for the condominium properties and insurance for the protection of the Association and its members as condominium unit owners.
6. To reconstruct improvements after casualty and to further improve the condominium properties.
7. To make and amend reasonable regulations respecting the use of the condominium properties.
8. 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.
9. To enforce 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.
10. To control 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.
 1. To control 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 these portions for this purpose.
 2. To enter into leases, as Lessee.
 3. To employ personnel to perform the services required for the proper management and operation of the condominiums.
11. All funds, except such portions thereof as are expended for the common expenses of the condominiums, 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.
12. 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.

12344 443

CGI/2000
dated 1/1

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 then 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 on an opportu-
 nity 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

DIROTORES

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 entering 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 1 hereof, or until it elects to
 terminate its control of the Association, or until November 31, 1994, whichever first
 occurs. The Director 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 BOVLENDRO 309 Country Club Drive
Tequesta, Florida 33458
- FAITH BOVLENDRO 309 Country Club Drive
Tequesta, Florida 33458
- RUSSELL REVER 610 N. Dover Road
Tequesta, Florida 33440

ARTICLE 6

OFFICERS

The affairs of the Association will be administered by the officers as follows:

2044 pag 444

named 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 **WAVE OVERLANDER**
200 Country Club Drive
Tomball, Florida 33470

Secretary-Treasurer **WAVE OVERLANDER**
200 Country Club Drive
Tomball, Florida 33470

ARTICLE V

INDEMNIFICATION

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities including counsel fees, reasonable attorney's fees incurred by or against them in connection with any proceeding or any other suit of any proceeding in which he may be 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 and liabilities, claims or suits are incurred or asserted, and in the event of a judgment or settlement in the performance of his duties. Provided that in the event of a judgment the Indemnification will apply only when the Board of Directors approves such judgment and reimbursement or when 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 VI

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 VII

AMENDMENTS

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

7.1. 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.

7.2. 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.

344 445

Article 11
Amended For better

8. 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

9. By not less than 60% of the votes of the entire membership of the Association.

10. Provided, however, that no amendment shall make any changes in the qualifications for membership and the voting rights of members, without approval in writing by all members and the holder of all record owners of mortgages upon the condominium, the amendment shall be void and to be null and void with the Condominium Act or the Condominium of Condominiums.

11. A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of St. Louis 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** 109 Country Club Drive
Tampa, Florida 33610
- FATE SOTOLONGO** 109 Country Club Drive
Tampa, Florida 33610
- WISSELL BOVEN** 110 North River Road
Tampa, Florida 33608


ARTICLE 12

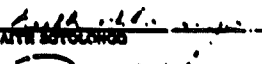
REGISTERED AGENT

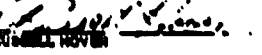
The Association's initial registered office and initial registered agent at that address shall be:

- TONY SOTOLONGO** 109 Country Club Drive
Tampa, Florida 33610

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 15th day of August, 1968.


TONY SOTOLONGO


FATE SOTOLONGO


WISSELL BOVEN

2344 REV 446

ILLEGIBLE PRINT
Presented For Filing

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, Walter G. [unclear], James [unclear], and MINNIE [unclear], and they acknowledged to me before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESSED my hand and official seal at Stuart, Marion County, Florida, this 2nd day of August, 1908.

Notary Seal

[Signature]
My Commission Expires
[unclear] 1908
By Authority from the S. T. W.

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 provisions of said Act relative to keeping open said office.

[Signature]
TERRY B. [unclear], Resident Agent

2344 111 447

EXHIBIT 6

Optional Property

Beach Property:

From the intersection of a line lying 3220 feet South of and parallel to the North line of Section 11, Township 34 South, Range 40 East with the East Right-of-Way of State Road A-1-A, said point of intersection being the POINT OF BEGINNING, run South 14°34'12" East along the East Right-of-Way of State Road A-1-A a distance of 273.43 feet; thence run North 75°23'48" East a distance of 203 feet, more or less, to line of Mean High Tide of the Atlantic Ocean; thence run Northwesterly meandering the line of Mean 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, Township 34 South, Range 40 East, St. Lucie County, Florida.

Road Right-of-Way:

Start at Point of Intersection of a line lying 3220.00 feet South of, as measured on the perpendicular and parallel to the North line 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 327.77 feet; for the Point of Beginning; thence to run S 14°34'12" E, along said Westerly right line of State Road A-1-A, a distance of 61.87 feet thence run S 89°32'48" W a distance of 522.86 feet thence run N 00°27'12" W a distance of 107.86 feet thence run S 89°32'48" W a distance of 74.49 feet thence run N 00°27'12" W a distance of 60.00 feet thence run N 89°32'48" E a distance of 134.49 feet thence run S 00°27'12" E a distance of 107.86 feet thence run N 89°32'48" E a distance of 447.78 feet the Point of Beginning.

1131871

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

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.

FILED
SEP 19 AM 9:24
CLERK OF CIRCUIT COURT
ST. LUCIE COUNTY
FLORIDA

NO ON FILE
Stuart, FL 34995

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.

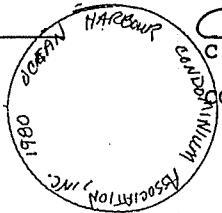
WITNESSES:

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

Ethel Wojak
ETHEL WOJAK, President

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

CORPORATE SEAL

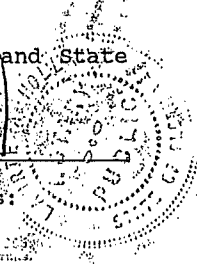


STATE OF FLORIDA
COUNTY OF ST. LUCIE

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.

[Signature]
Notary Public
My Commission Expires:



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.

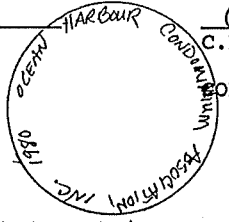
WITNESSES:

OCEAN HARBOUR CONDOMINIUM ASSOCIATION, INC.

David A. ...
L.A.H.H.

Ethel Wojak
ETHEL WOJAK, President

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



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.H.
Notary Public
My Commission Expires



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

1131871

'91 SEP -3 P1:06 *PN*

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
OCEAN HARBOUR CONDOMINIUM D
NORTH HUTCHINSON ISLAND, ST. LUCIE COUNTY, FLORIDA

THIS AMENDMENT, made this 8th day of July, 1985, by EURO-FLORIDA INVESTMENTS, INC., 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 D, to which this Amendment is attached and recorded in the Official Records of St. Lucie County, Florida, to-wit:

1. 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.

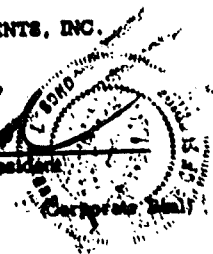
EURO-FLORIDA INVESTMENTS, INC.

Witnesses:

Judith L. Bond
Chris A. Rosta

By:

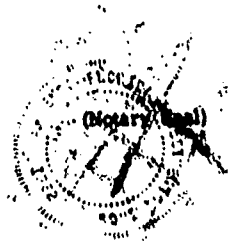
John A. Darlson, President



STATE OF FLORIDA
COUNTY OF MARTIN

Before me, the undersigned authority, personally appeared JOHN A. DARLSON, well known to me to be the President of Euro-Florida Investments, Inc., 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 8 day of July, 1985.



Judith L. Bond
Notary Public

My Commission expires:

1986

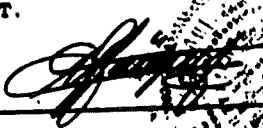
CERTIFICATE OF SURVEYOR

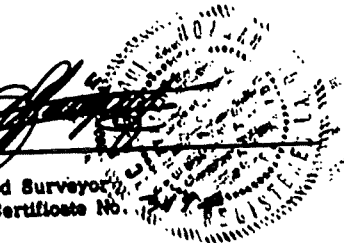
STATE OF FLORIDA
COUNTY OF MARTIN

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


1. That he is a duly registered Surveyor, Florida Certificate No. 3194 under the laws of the State of Florida.
2. Affiant hereby certifies that the Declaration of Condominium of OCEAN HARBOUR CONDOMINIUM D, together with the exhibits attached thereto, constitutes a correct representation of the improvements located upon the real property described therein and as shown tied to the South property line as found monumented and as set forth in Exhibit 1, attached hereto, 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.

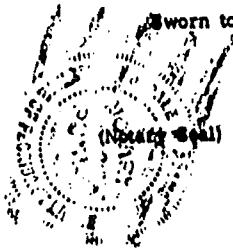
FURTHER AFFIANT SAYETH NAUGHT.

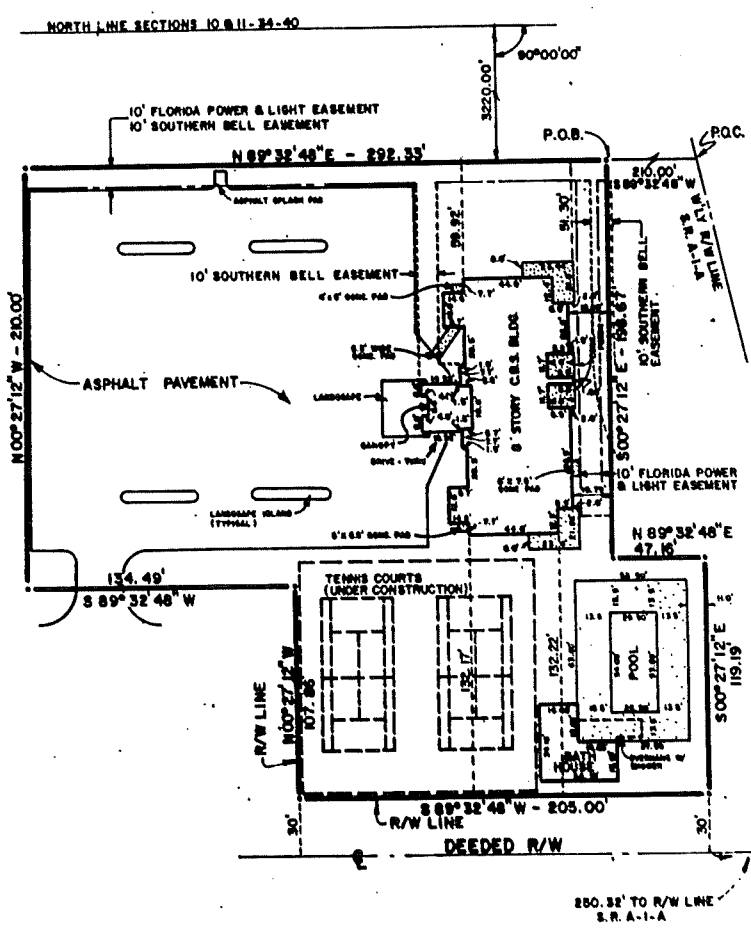

Registered Surveyor
Florida Certificate No. 3194



Sworn to and subscribed before me this 2nd day of June, 1985.

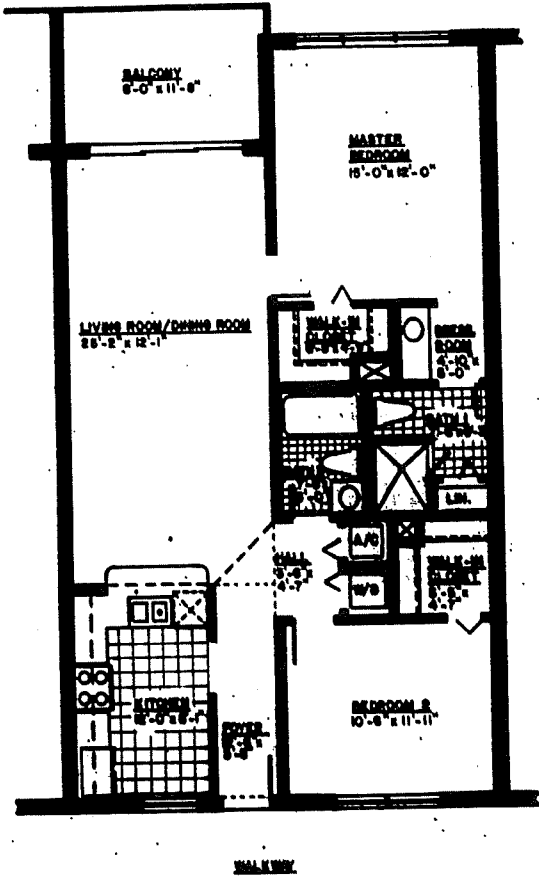

Notary Public
My Commission expires: 6-12-87





BOOK 469 PAGE 2702

Drawn by: MM	PROJECT OCEAN HARBOUR CONDOMINIUM D	MATHERS & ASSOCIATES ENGINEERING - SURVEYING STUART, FLORIDA
Checked by: MG		
Date: 6-15-85		
Scale: 1" = 80'		
Job No.: 648-01		



UNIT "A"

- Units 118
- 218
- 318
- 418
- 518
- 618
- 718
- 818
- 918

UNIT "B"

- Units 117
- 217
- 317
- 417
- 517
- 617
- 717
- 817

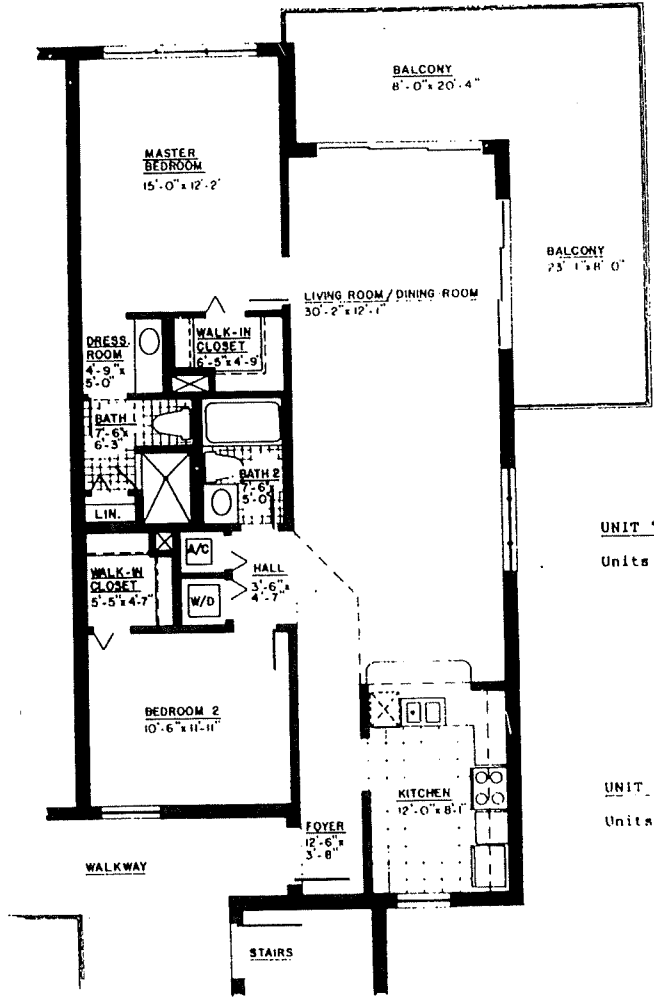
FLOOR PLAN - UNIT "A"

UNIT IS REVERSED
APARTMENT = 1020 SQ. FT.
BALCONY = 66 SQ. FT.

BOOK 469 PAGE 2703

OCEAN HARBOUR
 CONDOMINIUMS
 10000 BAYVIEW BLVD., SUITE 100
 MIAMI, FLORIDA 33154
 (305) 555-1111

SMITH & ASSOCIATES
 ARCHITECTS
 1000 BAYVIEW BLVD., SUITE 100
 MIAMI, FLORIDA 33154
 (305) 555-1111



UNIT "C"

Units	
220	
320	
420	
520	
620	
720	
820	

UNIT "D"

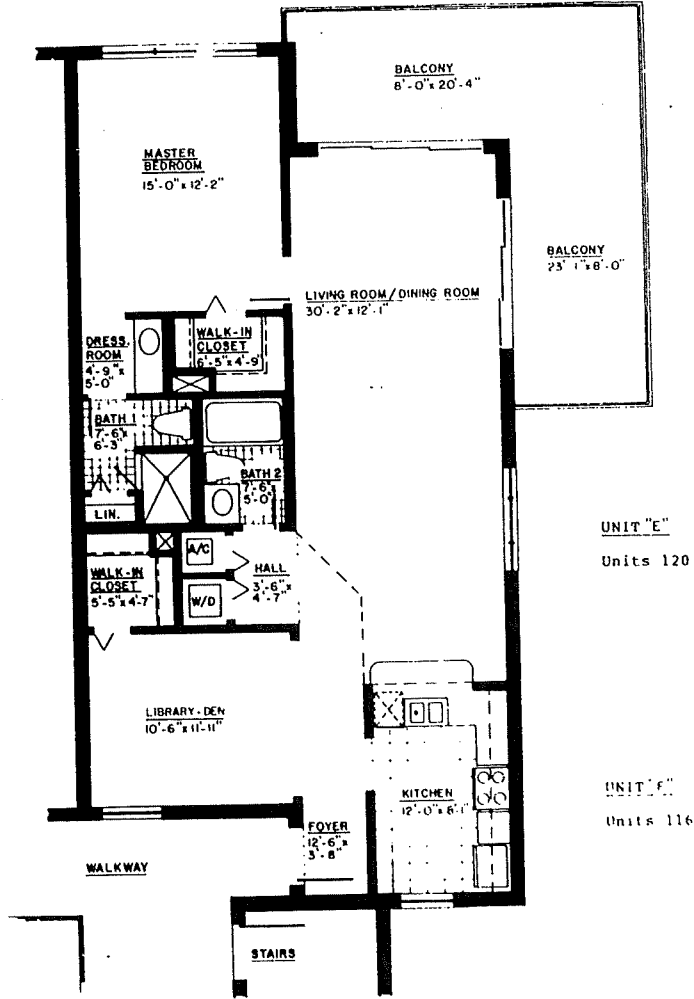
Units	
216	
316	
416	
516	
616	
716	
816	

FLOOR PLAN - UNIT "C"

UNIT 'D' REVERSED
 APARTMENT = 1200 SQ. FT.
 BALCONY = 282 SQ. FT.

469 and 2704

Drawn by RHO Checked by L.J. Date 5/14/84 Scale N.T.S. Job No 549-01	PROJECT OCEAN HARBOUR CONDOMINIUM D	MATHERS & ASSOCIATES ENGINEERING SURVEYORS STUART FLORIDA
--	--	--



UNIT "E"
Units 120

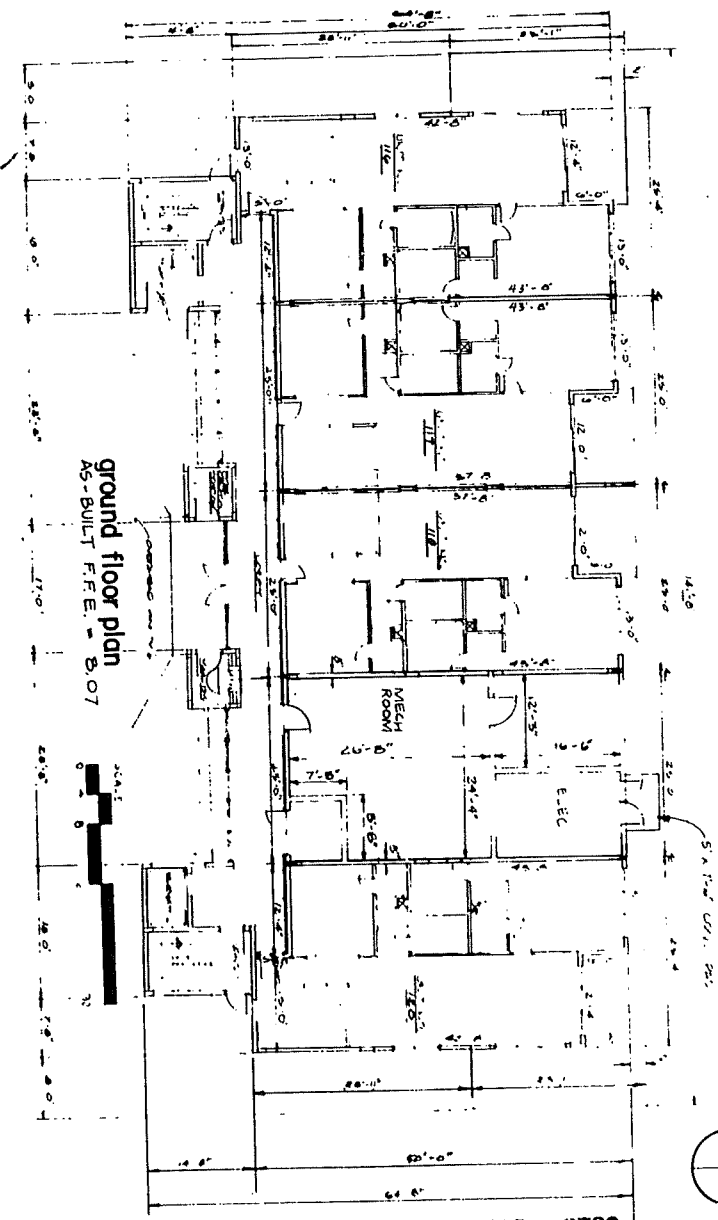
UNIT "E"
Units 116

FLOOR PLAN - UNIT "E"

UNIT "F" REVERSED
APARTMENT = 1200 SQ. FT.
BALCONY = 282 SQ. FT.

AP 469 AND 2705

Drawn by: RHO	PROJECT OCEAN HARBOUR CONDOMINIUM, D	MATHERS & ASSOCIATES ENGINEERS AND ARCHITECTS STUART, FLORIDA
Checked by: L.J.		
Date: 5/14/84		
Scale: N.T.S.		
Job No: 549-01		

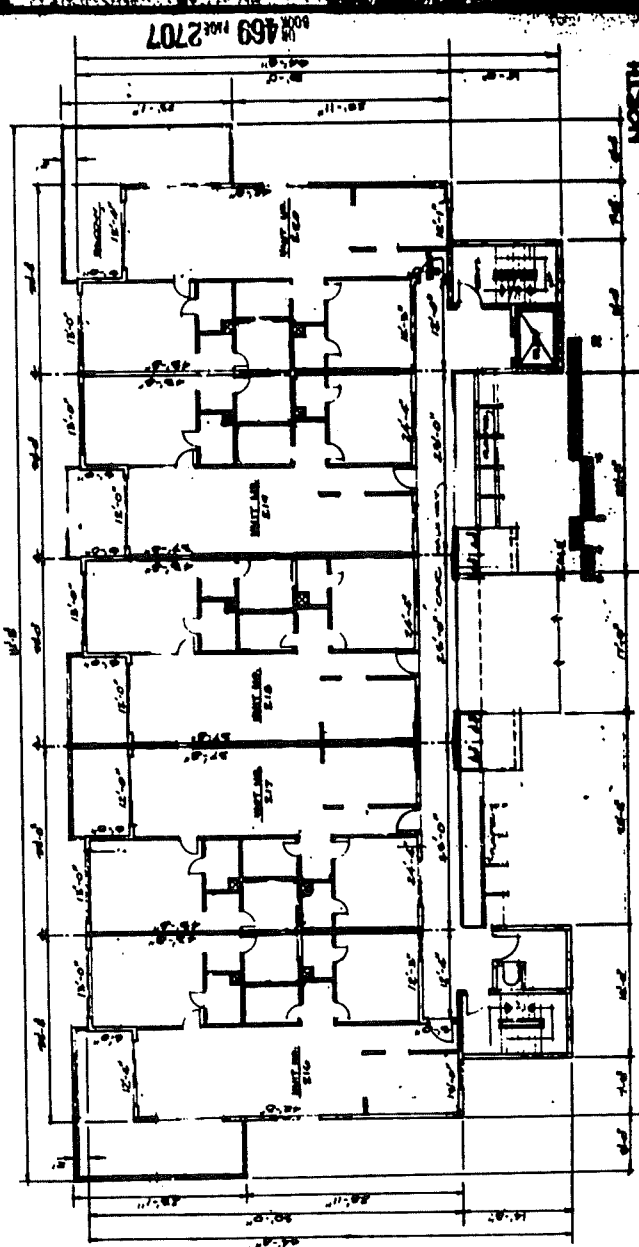


ground floor plan
AS-BUILT F.F.E. - B.07



BOOK 469 PAGE 2706

Arch. No. 1-1-1 Cont. No. 1-1-1 Proj. No. 1-1-1 Date: 11-16-11 Scale: 1/8" = 1'-0"	PROJECT OCEAN HARBOUR CONDOMINIUM D	MATHEWS & ASSOCIATES ENGINEERING - SURVEYING STUART, FLORIDA
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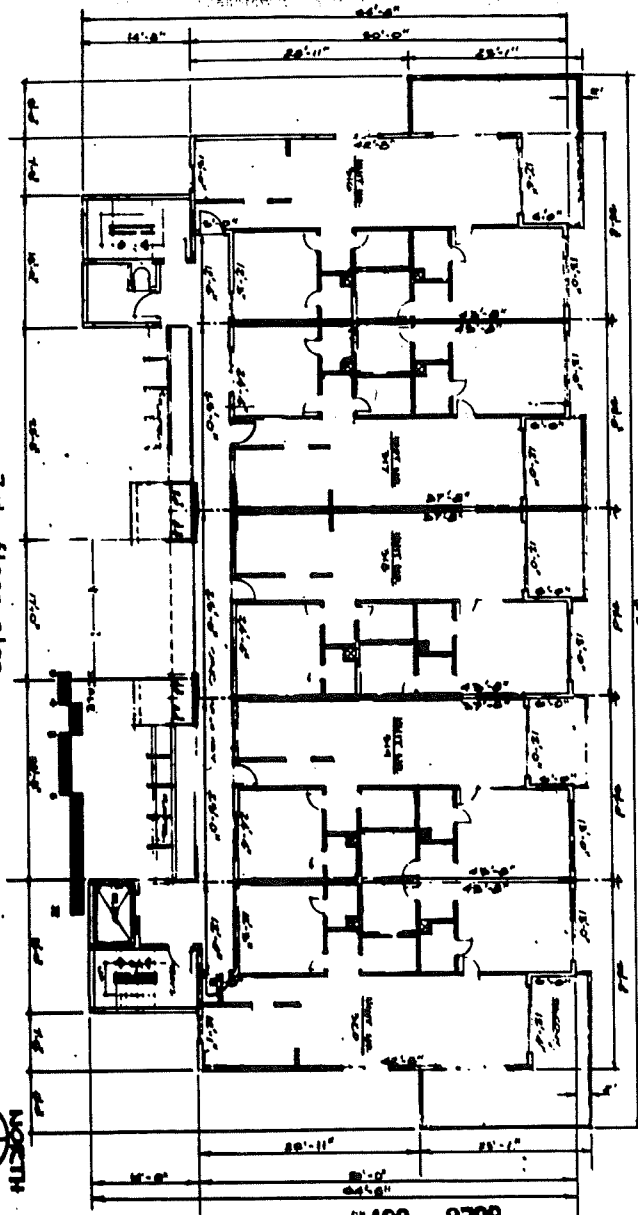


BOOK 469 PAGE 2707



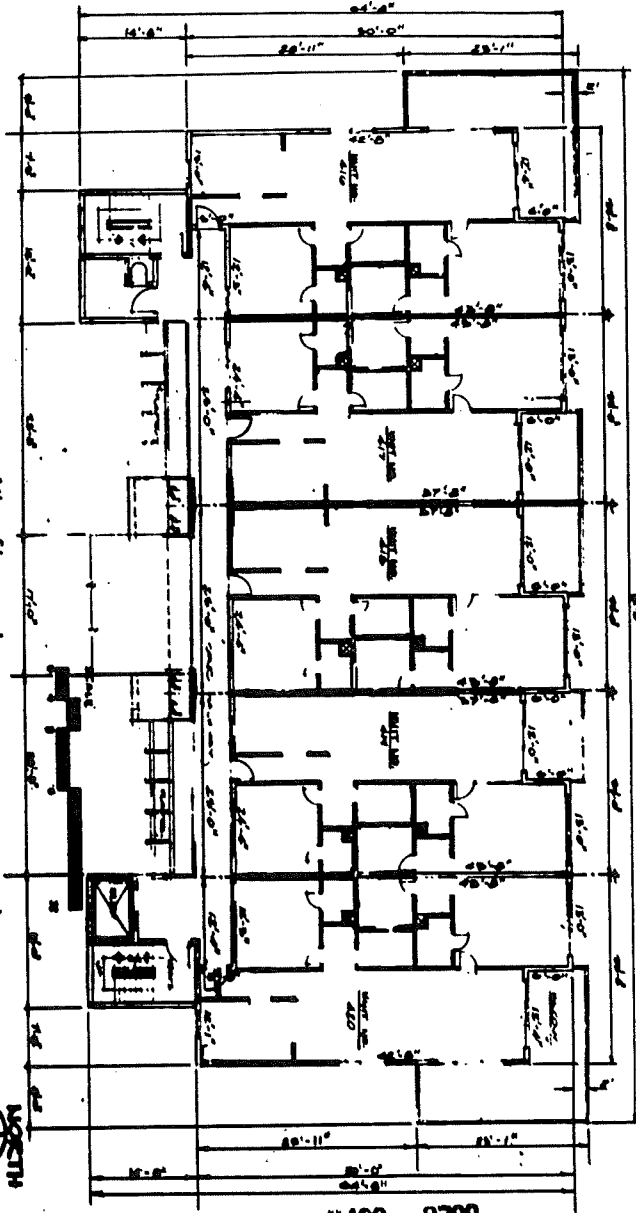
2nd floor plan
AS BUILT FEE. 2 (6.75 (N.G.V.D.))

3rd. floor plan
AS BUILT FEE. - 25.39 (N.C.V.D.)



DR 469 PAGE 2708

4th floor plan
AS-BUILT FEE = 34.05 (N&V.D)

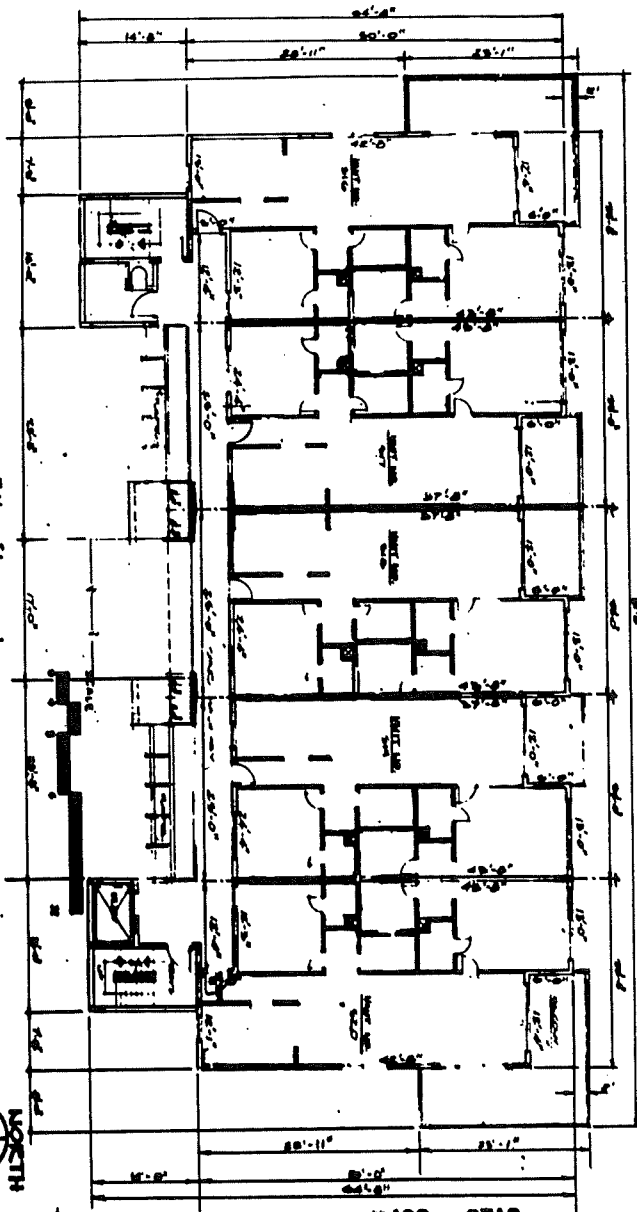


NO. 469 PAGE 2709

PROJECT
OCEAN HARBOUR

ARCHITECTS & ASSOCIATES
STUDIO CITY, CALIF.

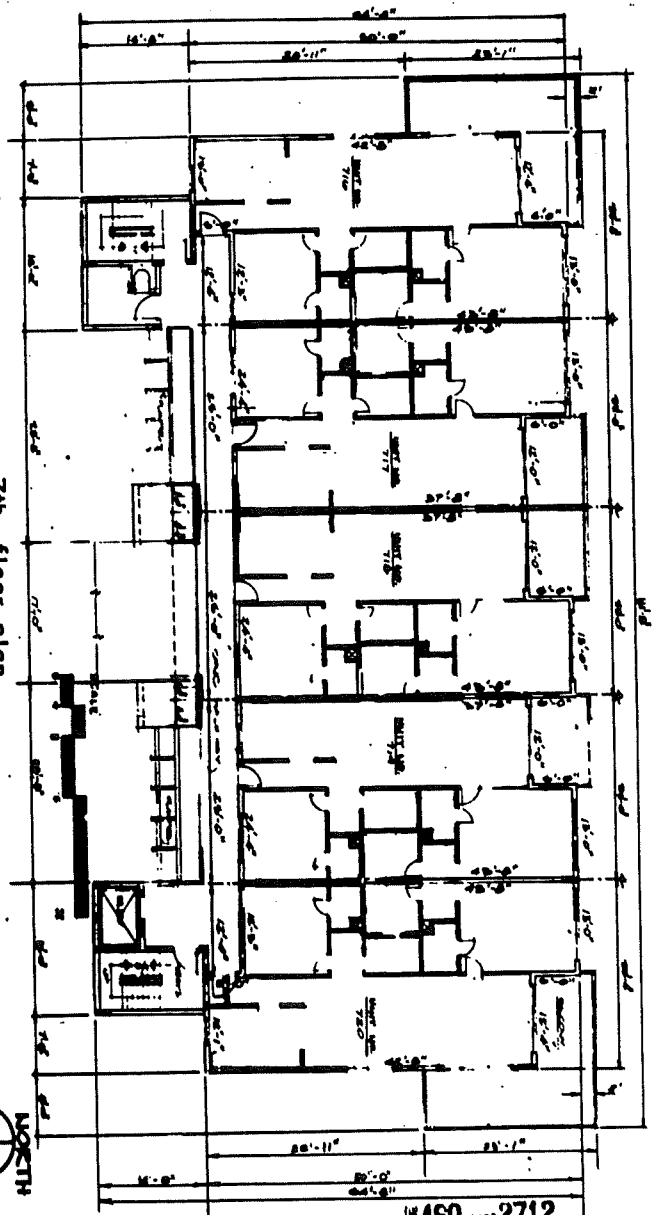
5th. floor plan
AS BUILT F.F.E. = 42.71 (N.G.V.D.)



BOOK 469 PAGE 2710



7th. floor plan
AS BUILT F.F.E. = 60.03 (N.G.V.D.)

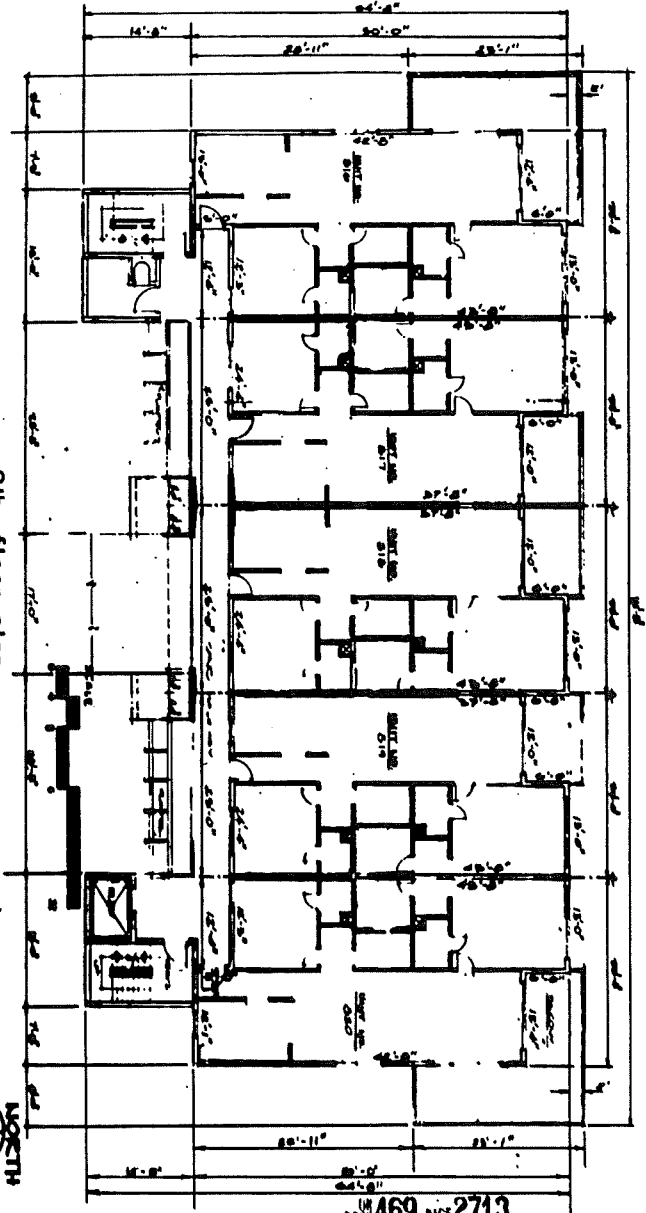


BOOK 469 PAGE 2712

STREET
OCEAN HARBOUR

ARCHITECTS & ASSOCIATES
CORPORATION

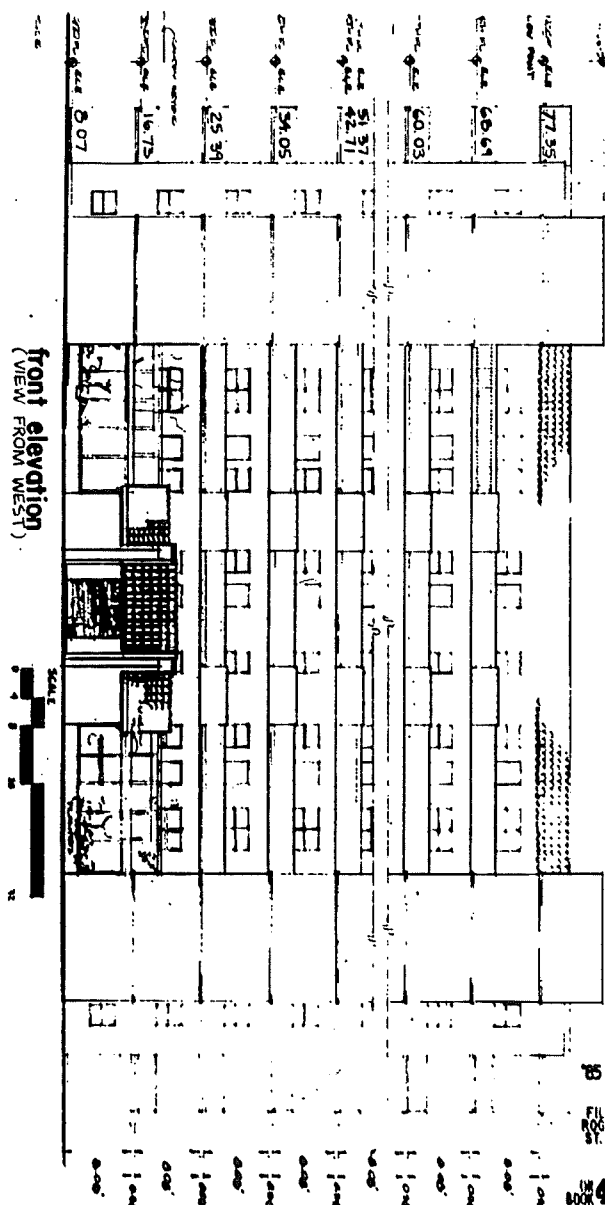
8th. floor plan
AS BUILT F.F.E. = 68,649 (N.G.V.D.)



BOOK 469 PAGE 2713

OCEAN HARBOUR

ARCHITECTS & ASSOCIATES



LEGEND
 ◆ EL. 77.35 - DENOTES AS-BUILT EL. 77.35 ABOVE M.S.L.

714422

75 JUL 10 AM 1:00

FILED
 ROGER
 ST. LOUIS

BOOK 469 PAGE 2714

Drawn by: J. J.
 Checked by: M. G.
 Date: 8-20-80
 Rev: HOWN
 Job No. 848-0

PROJECT
**OCEAN HARBOUR
 CONDOMINIUM D**

MATHEWS & ASSOCIATES
 ENGINEERING - SURVEYING
 STUART, FLORIDA