

No unit owner shall do anything within his unit or on the common elements which would adversely affect the safety or soundness or the common elements or any portion of the Association property or Condominium property which is to be maintained by the Association.

- D. In the event owners of a unit make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or as necessary to prevent damage to the common elements or to a unit or units.

Maintenance of the common elements is the responsibility of the Association. All limited common elements shall be maintained by the Owner who has exclusive use of such elements.

- E. The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the common elements and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.
- F. The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc., at any time without the written consent of the Association.

X

#### USE RESTRICTIONS

- A. Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, lessees, guests and invitees. Each two-bedroom unit is restricted to no more than five (5) occupants; and each three-bedroom unit is restricted to no more than six (6) occupants, without the Association's consent. There are no restrictions upon children.
- B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his/her immediate family and guests. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time sharing program is prohibited. Subleasing of units is prohibited. All leases shall be in a writing which names all persons who will occupy the unit during the term of the Lease and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association and shall be approved by the Association prior to the tenant's occupancy. No lease shall be for a term of less than six (6) months.
- C. No nuisances shall be allowed to be committed or maintained 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 property shall 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 unit owner shall permit any use of his unit or use of the common elements that will increase the cost of insurance upon the condominium property.
- D. No immoral, improper, or offensive use shall be made of the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.
- E. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and By-Laws.

- F. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.
- G. No sign, advertisement or notice of any type shall be shown on the common elements or any unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the Association. This subparagraph G shall not apply to the Developer and/or institutional first mortgagees.
- H. An owner shall not place or cause to be placed in the walkways or in or on any other common elements and facilities, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. The Association may permit a unit owner to place small potted plants near the front doors of the unit so long as the potted plants do not protrude into or block access to the common walkways. The Association reserves the right to restrict or prohibit the placement of potted plants on the common elements.
- I. It is prohibited to hang garments, rugs, etc., from the windows, patios or balconies from any of the facades of the buildings.
- J. It is prohibited to dust rugs, etc., from windows, patios or balconies or to clean rugs, etc., by beating on the exterior of the buildings.
- K. No auto parking space may be used for any purpose other than parking automobiles, vans and non-commercial pick-up trucks which are in operating condition with a current license tag. No other vehicles or objects, including but not limited to commercial trucks, trucks, motorcycles, recreational vehicles, motorhomes, trailers, and boats, will be parked or placed upon the condominium property unless permitted by the Board of Administration. In the event motorhomes or recreational vehicles are permitted to be parked in designated areas, overnight camping in these vehicles is prohibited. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. All owners and residents of the condominium are restricted to two (2) permitted vehicles without the Association's consent to bring additional vehicles on the premises.
- L. Until the Developer has closed all the sales of the units in the condominium, neither the other unit owners nor the Association shall interfere with the sale of such units. The Developer may make such use of the unsold units and common elements as may facilitate its sales, including but not limited to maintenance of a sales office, model units, the showing of the property, and the display of signs. The Developer may not be restricted in the use of the common elements or areas by anyone until the sale of all units is completed by the Developer.
- M. Two (2) dogs or cats (no more than a total of two (2) of such pets) shall be allowed to be kept in the owner's unit; however, no pets shall not exceed forty (40) pounds in weight. All pets must be kept on a leash not more than ten (10) feet long when outside the owner's unit. Each pet owner shall be responsible for cleaning up after his/her pets in the common elements. Pets shall not create a nuisance.
- N. A unit owner shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval of the Association, other than standard patio chairs, tables and furnishings. Gas or electric grills and potted plants are permitted on porches but charcoal grills are prohibited.
- O. When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners and the unit owners shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a unit

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SOMERSET BAY, A CONDOMINIUM

WESTON REAL ESTATE INVESTMENT CORP., a Florida corporation, hereinafter called "Developer", in accordance with Article XII of the Declaration of Condominium of Somerset Bay, a Condominium (the "Declaration"), dated July 13, 2000, and recorded at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq. of the Public Records of Indian River County, Florida, hereby amends the Declaration as follows:

1. Article X, Use Restrictions shall be amended by adding new subparagraph P., which shall read in its entirety as follows:

P. "Fire safety regulations and local fire department officials require a clear, unobstructed passageway between each elevator opening and emergency exit stairway at all times. Furthermore, access passage within each unit to an existing stairway shall not be obstructed by a door with a locking device. No doors within a unit shall have a locking device that locks against the direction of travel to an emergency exit stairway. Each unit owner shall maintain unobstructed access passageway to exit stairways. The doors between the units and the emergency exit stairwells may be locked in one direction of travel to prevent free access to the unit from the stairwell."

2. Article XI, Limitations Upon Right of Owner to Alter or Modify Unit shall be amended in its entirety as follows:

"No owner of a unit (other than the Developer) shall make any structural modifications or alterations of the unit. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the unit buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or to be attached to the walls of the unit building; further, no owner shall in any manner change the appearance of any portion of the unit building not wholly within the boundaries of his unit. The Board of Administration shall adopt specifications for any screens to be installed on any balcony or terrace of any unit. Any screens installed on or around any balcony or terrace shall comply with the specifications approved by the Board of Administration. The Board of Administration shall adopt hurricane shutter specifications for each building within each condominium operated by the Association which shall include color, style, and other factors deemed relevant by the board. All specifications adopted by the Board shall comply with the applicable building code. Notwithstanding any provision to the contrary in the condominium documents, if approval is required by the documents, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the common elements within the meaning of the Condominium Act."

IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be signed and sealed on this 11 day of June, 2001.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*[Handwritten signatures]*  
Heather H. Jelton

(CORPORATE SEAL)

DEVELOPER:

WESTON REAL ESTATE INVESTMENT  
CORP., a Florida corporation

By: *[Handwritten signature]*  
John Genoni, Sr., President

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared JOHN GENONI, SR., President of WESTON REAL ESTATE INVESTMENTS CORP., a Florida corporation, personally known to me, and who executed the foregoing and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal in the State and County last aforesaid on this 11 day of June, 2001.



*[Handwritten signature]*  
Notary Public  
State of Florida at Large  
My Commission Expires:

... of the members in the Association and by their respective institutional first mortgages.

Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of

Indian River County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need to be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units of the condominium whether or not elsewhere required for amendments. As part and parcel of any such amendment as provided for in this paragraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein.

Pursuant to Section 718.110(2), Florida Statutes, the Developer may make amendments to this Declaration without consent of the unit owners which shall be limited to matters other than those under Section 718.110(4) and (8), Florida Statutes.

In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided above but shall require a vote in the following manner:

(a) Notice of the subject matter of a proposed amendment to cure defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(i) Not less than thirty-three and one-third (33 1/3%) percent of the Board of Administration and by not less than ten (10%) percent of the votes of the entire membership of the condominium; or

(ii) Not less than twenty-five (25%) percent of the votes of the entire membership of the Association; or

(iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Indian River County, Florida.

(c) The foregoing provisions relative to amendments for defects, errors or omissions are in accordance with and pursuant to Section 718.110(1), Florida Statutes.

(d) That the amendment made pursuant to this paragraph need only be executed and acknowledged by the Developer or the Association and by no other parties whatsoever.

Notwithstanding anything to the contrary contained in this Declaration, with the consent of a majority of the unit owners, the Developer reserves the right to change the interior designs and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such changes shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any units. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an amendment to

this Declaration with a survey attached reflecting such authorized alteration of units. The survey shall be certified in the manner required by the Condominium Act. If more than one (1) unit is concerned, the Developer shall not apportion between the units the shares in the common elements, common expenses and common surplus shall remain unchanged in the amendment of this Declaration unless all unit owners approve the amendment changing the shares.

Any amendment to the Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

Substantial rewording of Declaration. "See provision... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of unit by the Developer, by judgment, court order, or law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, the measuring life shall be that of the youngest incorporator of the Association.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

#### XIV

#### TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the Association owning sixty-seven (67%) of the units in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the units.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the Association all of said unit owners' right, title and interest to any unit and to the common elements, provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have the right to enforce such conveyance by specific performance in a court of equity.

The Board of Administration of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property, the costs, fees and charges for affecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the

management and operation of the property up to and including the time when distribution is made to the unit owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following portion thereof, to-wit:

#### AN UNDIVIDED EQUAL SHARE

Upon the determination of each unit owner's share as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Board of Administration of the Association shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the members' resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the Public Records of Indian River County, Florida, an affidavit stating that such resolution was properly passed, so approved by the members, and also shall record the written consents, if any, of institutional first mortgagees to such abandonment. Upon recordation of the instrument evidencing consent of Sixty-seven (67%) percent of the unit owners to terminate the condominium, the Association shall notify the division within 30 working days of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

#### XV

#### ENCROACHMENTS

If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

#### XVI

#### ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a register setting forth the names of all owners of units in the condominium, and any purchaser or transferee of a unit shall notify the Association of the names of any party holding a mortgage upon any unit and the name of all lessees in order that the Association may keep a record of same.

XVII

ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon a unit in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association.

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel of condominium parcel, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

XVIII

REAL PROPERTY TAXES  
DURING INITIAL YEAR OF CONDOMINIUM

In the event that during the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes will be a common expense.

XIX

RESPONSIBILITY OF UNIT OWNERS

The owner of each unit shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Articles of Incorporation maintenance, repair or replacement made necessary by his act, neglect or employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver of rights or subrogation by insurance companies.

In any action brought against a unit owner by the Association for damages, or injunctive relief due to such unit owner's failure to comply with the provisions of this Declaration or By-Laws of the Association, the prevailing party shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

XX

WAIVER

The failure of the Association, a unit owner or institutional first mortgagee to enforce any right, provision, covenant or condition which may be granted herein, or in the By-Laws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver by the Association, such unit owner or institutional first mortgagee to enforce such right, provision, covenant or condition, or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engage in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association, and the owner or owners of any part of said condominium, may be enforced against the owner of said property subject to such mortgage, notwithstanding such mortgage.

XXI

CONSTRUCTION

The provisions of this Declaration shall be liberally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

XXII

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

XXIII

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

XXIV

REMEDIES FOR VIOLATIONS

Each unit owner, each tenant and other invitee, and each association shall be governed by, and shall comply with the provisions of the Florida Condominium Act, the declaration, the documents creating the Association, and the Association By-Laws and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. Actions for damages for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:

- a. The Association.
- b. A unit owner.
- c. Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by unit owners other than the Developer.
- d. Any Director who willfully and knowingly fails to comply with these provisions.
- e. Any tenant leasing a unit, and any other invitee occupying a unit.

The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in Section 718.503(1) (a), Florida Statutes, is entitled to recover reasonable attorney's fees. A unit owner prevailing in an action between the association and the unit owner under this section, in addition to recovering his reasonable attorney's fees, may recover additional amounts as determined by the Court to be necessary to reimburse the unit owner for his share of assessments levied by the Association



to fund its expenses of the litigation. This relief does not exclude other remedies provided by law.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

XXV

TIME-SHARE RESERVATION

No reservation is made pursuant to Section 718.1045, Florida Statutes, for the creation of time-share estates. Time-share estates are prohibited.

XXVI

FINES

The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no fine in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The provisions of this Article do not apply to unoccupied units. See Section 4.K(15) of the By-Laws for the procedure to be followed by the Association in levying fines.

XXVII

SIGNAGE

The Association, through its Board of Administration, shall have the right to determine the type, style and location of all signage placed on or within the condominium property.

XXVIII

INSTITUTIONAL MORTGAGEE

An institutional mortgagee means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts business trust, or an agency of the United States Government, or the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, or any entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender or the Developer, or assignee, nominee, or designee of the Developer.

An institutional mortgage means a mortgage owned or held by an institutional mortgagee.

An insurance trustee means that Florida bank having trust powers, designated by the board to receive proceeds on behalf of the association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

XXIX

RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGEES

All rights in favor of the Developer reserved in this Declaration of Condominium and exhibits attached hereto, are likewise reserved to any institutional mortgagee.

The rights and privileges in this Declaration of Condominium and the exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights. Such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors in trust of the Developer and/or exercised by the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

XXX

NOTICE TO INSTITUTIONAL MORTGAGEES

The Association shall provide a holder, insurer or guarantor of a first mortgagee, upon written request (such request to state the name and address of such holder, insurer or guarantor and the unit number) timely notice of:

- A. Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners Association appertaining to any unit; or (iv) the purposes to which any unit or the common elements are restricted;
- B. Any proposed termination of the condominium regime;
- C. Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- D. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;
- E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

XXXI

CABLE TELEVISION

The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense, and if not, such cost shall be considered common expense if it is designated as such in a written contract between the board of administration and the company providing the master television antenna system or the cable television service. The contract shall be for a term of not less than two years.

- A. Any contract made by the board for a community antenna system or duly franchised cable television service may be canceled by a majority of the voting interests present at the next regular or special meeting of the Association. Any member may make a motion to cancel said contract, but if no motion is made or if such motion fails to obtain the required majority at the next regular or special meeting, whichever is sooner, following the making of the contract, then such contract shall be deemed ratified for the term therein expressed.

B. Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind unit owner who does not occupy the unit with a nonhearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such units, the owners shall not be required to pay any common expenses charge related to such service. If less than all members of an association share the expenses of cable television, the expense shall be shared equally by all participating unit owners. The Association may use the provisions of Section 718.116, Florida Statutes, to enforce payment of the shares of such costs by the unit owners receiving cable television.

XXXII

#### PHASE CONDOMINIUM

The condominium will be developed in phases pursuant to the provisions of Section 718.403, Florida Statutes. The first phase (Phase I) of the Condominium will consist of three buildings consisting of eighteen units. The Developer anticipates construction and development of three (3) additional phases, to be known as Phase II, Phase III, and Phase IV. The Developer is not committed to construct Phases II, III, and IV. The description of all anticipated phases, the impact which the completion of subsequent phases, if constructed, will have upon the first phase and the time period within which each phase shall be completed, is hereinafter set forth.

A. Real Property Comprising the Condominium. The real property to be owned by the Developer, which by this Declaration is submitted to the condominium form or ownership as Phase I of the Condominium, is real property lying in Indian River County as more particularly described on the first page of this Declaration and as more particularly described on Exhibit A attached hereto and made a part hereof. Other real property to be owned by the Developer which may be submitted to the condominium form of ownership as part of this condominium as Phase II, is real property situate in Indian River County, more particularly described on Exhibit A, Pages 11 and 12, which is attached hereto and made a part hereof. A legal description of the real property which may be added to this condominium as Phase III is also included and made a part of Exhibit B, Page 17. A legal description of the real property which may be added to this condominium as Phase IV is also included and made a part of Exhibit B, Page 21.

B. Minimum and Maximum Units. Phase I shall contain eighteen (18) units (minimum and maximum). Phase II shall contain eighteen (18) units (minimum and maximum). Phase III shall contain eighteen (18) units (minimum and maximum). Phase IV shall contain twelve (12) units (minimum and maximum). In all four phases, the unit sizes shall be 2,760 square feet (all computed "under roof" and enclosed).

C. Voting Membership in the Association and Percentage Ownership in the Common Elements. Each Unit Owner in the condominium will be a member of the Association and will be entitled to cast an owner's vote in accordance with the Articles of Incorporation and By-Laws. Each Unit Owner will also own an equal undivided interest in the common elements. When the membership of the Association consists of only Phase I, the following membership votes and percentage ownership shall apply: one (1) vote and a 1/18 undivided ownership interest for each unit.

If Phase II is added, the following membership votes and percentage ownership shall apply: one (1) vote and a 1/36 undivided ownership interest for each unit.

If Phase III is added, the following membership votes and percentage ownership shall apply: one (1) vote and a 1/54 undivided ownership interest for each unit.

If Phase IV is added, the following membership votes and percentage ownership shall apply: one (1) vote and a 1/66 undivided ownership interest for each unit.

D. Discretion to Add Future Phases. The Developer, in the Developer's sole discretion, will determine whether or not Phases II, III, and IV shall be added to this Condominium. Upon substantial completion of the construction of the improvements of any subsequent phase, if any, to

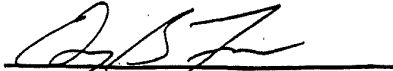

this Condominium, a surveyor shall prepare a survey of the improvements in the phase to be added to this Condominium, and will prepare a surveyor's certificate certifying the facts required by the Florida Condominium Act. The survey of the additional lands included in the subsequent phase, if any, the surveys of the improvements in the subsequent phase or phases and the surveyor's certificate shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Indian River County, together with any exhibits relating thereto as the Developer determines, in the Developer's sole discretion, are necessary. Notwithstanding any other provisions of this Declaration to the contrary, pursuant to Section 718.403(6) Florida Statutes, any amendment or amendments adding additional phases to this Condominium shall not be required to be executed by, nor consented to by, Unit owners, the Association nor the members thereof, nor the voters or holders of any lien encumbering a condominium unit previously submitted to condominium ownership by this Declaration. The law requires all phases to be added to the Condominium to be submitted within seven (7) years from the recording of the Declaration, and the estimated completion date is within the seven (7) years from the recording of the Declaration.

E. Time Shares Estates Not Created. Time share estates will not be created with respect to any Units in any phase of the Condominium.

F. Recreation Areas and Facilities. A swimming pool (20' x 50') and a clubhouse containing approximately 3,500 square feet will be provided as part of the Condominium if Phase II is constructed and will be located in Phase II of the Condominium.

IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be signed and sealed on this 17th day of April, 2000.

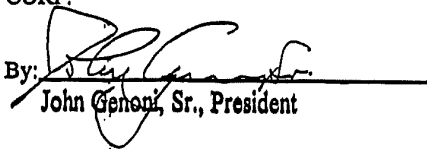
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

(CORPORATE SEAL)

DEVELOPER:

WESTON REAL ESTATE INVESTMENT  
CORP.


By:   
John Genoni, Sr., President



STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BREVARD    )

BEFORE ME, the undersigned authority, personally appeared JOHN GENONI, SR., President of WESTON REAL ESTATE INVESTMENT CORP., a Florida corporation, personally known to me, who did/did not take an oath, and who executed the foregoing and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal in the State and County last aforesaid on this 17th day of April, 2000.

  
\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:



Leslie K. Weaver  
MY COMMISSION # 00660844 EXPIRES  
August 9, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

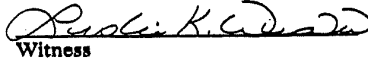
**JOINDER**

JOHN GENONI, TRUSTEE, owns a portion of the lands described in the Declaration of Condominium for Somerset Bay, a Condominium, and hereby consents to the foregoing Declaration.

IN WITNESS WHEREOF, JOHN GENONI, TRUSTEE has caused these presents to be signed this 17th day of April, 2000.

  
Witness

  
JOHN GENONI, TRUSTEE


  
Witness

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 17 day of April, 2000, by JOHN GENONI, TRUSTEE. He is personally known to me.



Leslie K. Weaver  
MY COMMISSION # 00350844 EXPIRES  
AUGUST 9, 2000  
BONDED THROUGH TROY FAN INSURANCE, INC.

  
Notary Public  
State of Florida  
My Commission Expires:

**JOINDER**

WASHINGTON MUTUAL holds a mortgage interest in some or all of the Properties described in the Declaration of Condominium of Somerset Bay, a Condominium, and hereby consents to the foregoing declaration in accordance with Section 18.104 of the Condominium Act.

IN WITNESS WHEREOF, WASHINGTON MUTUAL has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this \_\_\_\_ day of \_\_\_\_\_, 2000.

Signed, sealed and delivered  
in the presence of:

WASHINGTON MUTUAL

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_, as \_\_\_\_\_ of WASHINGTON MUTUAL, on behalf of the banking corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida  
My Commission Expires:

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 5 & 6, SECTION 26, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWEST CORNER OF CORALSTONE CLUB PHASE 1, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 774, PAGE 2294, AND FIRST AMENDMENT RECORDED OFFICIAL RECORDS BOOK 782, PAGE 2824 AND OFFICIAL RECORD BOOK 824, PAGE 807 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;  
THENCE S89°29'18"W, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6, 927.10 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 5, THENCE S88°38'33"W, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5, 85.43 FEET TO THE POINT OF BEGINNING; THENCE S00°54'49"W, 139.98 FEET; THENCE S00°00'00"W, 87.50 FEET; THENCE S15°19'27"E, 99.58 FEET; THENCE S28°08'14"E, 273.86 FEET; THENCE S05°23'01"E, 85.18 FEET; THENCE S01°37'02"E, 172.88 FEET; THENCE S51°33'21"W, 73.65 FEET; THENCE S90°00'00"W, 141.81 FEET; THENCE N08°33'01"W, 143.48 FEET; THENCE N01°30'58"E, 47.80 FEET; THENCE N21°28'12"W, 68.00 FEET; THENCE N29°38'34"W, 231.13 FEET; THENCE N13°49'48"W, 34.85 FEET; THENCE N37°08'25"W, 118.35 FEET; THENCE N57°14'11"W, 189.43 FEET; THENCE S88°38'24"W, 62.61 FEET; THENCE S81°12'44"W, 52.22 FEET; THENCE S88°20'51"W, 64.87 FEET; THENCE S88°38'33"W, 68.00 FEET; THENCE N87°07'47"W, 54.83 FEET; THENCE S78°17'18"W, 69.89 FEET; THENCE S84°04'14"W, 54.07 FEET; THENCE S88°22'35"W, 100.65 FEET; THENCE N11°01'05"W, 219.72 FEET; THENCE N08°21'20"W, 32.55 FEET; THENCE N88°38'33"E, 976.78 FEET BACK TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED ROAD RIGHT-OF-WAY: COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 5; THENCE S88°38'33"W, 85.43 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 5; S88°38'33"W, 65.43 FEET; THENCE S00°54'49"W, 139.98 FEET; THENCE S00°00'00"W, 87.50 FEET; THENCE S15°19'27"E, 99.58 FEET; THENCE S28°08'14"E, 273.86 FEET; THENCE S05°23'01"E, 85.18 FEET; THENCE S51°33'21"W, 18.08 FEET TO A POINT ON CURVE ON THE NORTH RIGHT-OF-WAY LINE OF SOMERSET BAY LANE, A 24.00 FOOT ROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING; THENCE ALONG SAID CURVE, BEING CONCAVE TO THE NORTHEAST, HAVING A RADIAL BEARING OF N20°43'22"E, A CENTRAL ANGLE OF 62°06'17", A RADIUS OF 70.00 FEET, AND AN ARC LENGTH OF 75.68 FEET TO A POINT OF TANGENCY; THENCE N07°10'21"W, 179.58 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 23°20'06", A RADIUS OF 100.00 FEET, AND AN ARC LENGTH OF 40.73

FEET TO A POINT OF TANGENCY; THENCE N30°30'27"W, 188.23 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 18°06'12", A RADIUS OF 100.00 FEET, AND AN ARC LENGTH OF 31.60 FEET TO A POINT OF TANGENCY; THENCE N12°24'18"W, 55.02 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 44°43'09", A RADIUS OF 172.00 FEET, AND AN ARC LENGTH OF 134.25 FEET TO A POINT OF TANGENCY; THENCE N87°07'24"W, 281.82 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 34°14'03", A RADIUS OF 124.00 FEET, AND AN ARC LENGTH OF 74.09 FEET TO A POINT OF TANGENCY; THENCE S88°38'33"W, PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 5, 480.93 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE, BEING CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 268°43'27", A RADIUS OF 45.00 FEET, AND AN ARC LENGTH OF 209.48 FEET, TO A POINT OF REVERSE CURVE; THENCE ALONG SAID CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 88°43'27", A RADIUS OF 25.00 FEET, AND AN ARC LENGTH OF 37.84 FEET, TO A POINT OF TANGENCY; THENCE N88°38'33"E, 411.04 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 34°14'03", A RADIUS OF 100.00 FEET, AND AN ARC LENGTH OF 59.75 FEET TO A POINT OF TANGENCY; THENCE S57°07'24"E, 281.92 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 44°43'09", A RADIUS OF 148.00 FEET, AND AN ARC LENGTH OF 118.51 FEET TO A POINT OF TANGENCY; THENCE S12°24'18"E, 55.02 FEET TO A POINT OF CURVE; SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 18°06'12" A RADIUS OF 124.00 FEET, AND AN ARC LENGTH OF 39.18 FEET TO A POINT OF TANGENCY; THENCE S30°30'27"E, 188.23 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 23°20'06", A RADIUS OF 78.00 FEET, AND AN ARC LENGTH OF 30.95 FEET TO A POINT OF TANGENCY; THENCE S07°10'21"E, 179.58 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE, BEING CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 83°42'33", A RADIUS OF 94.00 FEET, AND AN ARC LENGTH OF 88.12 FEET TO A POINT; THENCE N51°33'21"E, 26.78 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7.30 ACRES, MORE OR LESS EXCLUDING DESCRIBED ROAD RIGHT-OF-WAY.





FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

December 6, 1999

GARY B. FRESE, ESQ.  
930 S. HARBOR CITY BLVD.  
SUITE 505  
MELBOURNE, FL 32901

The Articles of Incorporation for SOMERSET BAY CONDOMINIUM ASSOCIATION, INC. were filed on December 2, 1999 and assigned document number N9900007121. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Angela Howell, Document Specialist  
New Filing Section

Letter Number: 699A00057327

Division of Corporations - P.O. BOX 6827 -Tallahassee, Florida 32314

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SOMERSET BAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on December 2, 1999, as shown by the records of this office.

The document number of this corporation is N99000007121.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Sixth day of December, 1999



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State