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**350 SOUTH SHORE DRIVE AT THE VILLAGES OF
NORMANDY ISLE, A CONDOMINIUM**

DECLARATION OF CONDOMINIUM ESTABLISHING
350 SOUTH SHORE DRIVE AT THE VILLAGES OF
NORMANDY ISLE, A CONDOMINIUM

PREPARED BY AND TO BE RETURNED TO:
Steven C. Cronig, Esq.
Baker & Cronig, LLP.
307 Continental Plaza
3250 Mary Street
Coconut Grove, Florida 33133

1AX #001501

**DECLARATION OF CONDOMINIUM
FOR
350 SOUTH SHORE DRIVE AT THE VILLAGES OF
NORMANDY ISLE, A CONDOMINIUM**

<u>Section</u>	<u>Page</u>
Section 1: Introduction and Submission	1
Section 2: Definitions	1
Section 3: Description of Condominium	3
Section 4: Restraint upon Separation and Partition of Common Elements	8
Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights	9
Section 6: Amendments	9
Section 7: Maintenance and Repairs	10
Section 8: Additions, Alterations or Improvements by the Association	12
Section 9: Additions, Alterations or Improvements by Unit Owner	12
Section 10: Additions, Alterations or Improvements by Developer	13
Section 11: Operation of the Condominium by the Association; Powers and Duties	14
Section 12: Management Agreements	17
Section 13: Determination of Assessments	17
Section 14: Collection of Assessments	17
Section 15: Insurance	19
Section 16: Reconstruction or Repair After Fire or Other Casualty	22
Section 17: Condemnation	24
Section 18: Occupancy and Use Restrictions	25
Section 19: Selling, Leasing and Mortgaging of Units	30
Section 20: Compliance and Default	31
Section 21: Termination of Condominium	31

DECLARATION OF CONDOMINIUM
350 SOUTH SHORE DRIVE AT THE VILLAGES OF NORMANDY ISLE, A CONDOMINIUM

NORMANDY HOLDINGS III, LLC, a Florida limited liability company hereby declares as follows:

Section 1: Introduction and Submission

1.1 **The Land.** The Developer owns the fee title to certain land together with Improvements thereon located in Miami-Dade County, Florida, as more particularly described in Exhibit "A" hereto (the "Land").

1.2 **Submission Statement.** The Developer hereby submits the Land together with all improvements from time to time erected or to be installed thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record.

1.3 **Property Subject to Certain Restrictions and Easements.** The Condominium Property (as defined hereinafter) is subject to the covenants, conditions, restrictions, easements and reserved rights of the Developer contained in this Declaration. 1.4 **Name.** The name by which this condominium is to be identified is, 350 SOUTH SHORE DRIVE AT THE VILLAGES OF NORMANDY ISLE, A CONDOMINIUM (the "Condominium").

Section 2: Definitions

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 **"Act" or "Condominium Act" or "Florida Condominium Act"** means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof.

2.2 **"Articles" or "Articles of Incorporation"** means the Articles of Incorporation of the Association, as may be amended from time to time. A certified copy of the original Articles of Incorporation are attached hereto as Exhibit "B".

2.3 **"Assessment"** as further described and defined in Sections [13] and [14] hereof, means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owner.

2.4 **"Association" or "Condominium Association"** means 350 SOUTH SHORE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

2.5 **"Association Property"** means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

2.6 **"Buildings"** means the structures within which the Units and certain Common Elements are located on the Condominium Property.

2.7 **"Board of Directors" or "Board"** means the Board of Directors of the Association.

2.8 **"By-Laws"** mean the By-Laws of the Association, as may be amended from time to time. A copy of the original By-Laws are attached hereto as Exhibit "C".

35 2.9 "Common Elements" mean and include:

- 36 (a) The portions of the Condominium Property which are not included within the Units;
- 37 (b) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and
38 other facilities for the furnishing of utility and other services to the Units and the Common Elements;
- 39 (c) An easement of support in every portion of a Unit which contributes to the support of any
40 other Unit or the Buildings;
- 41 (d) The property and installations required for the furnishing of utilities and other services to more
42 than one Unit or to the Common Elements;
- 43 (e) Any hallways, foyers, doors, elevators, stairwells, alarm systems, access systems, or security
44 systems not contained within a specific Unit;
- 45 (f) All pipes, lines, wiring, facilities and conduits located within the walls which bound and are
46 contained within a Unit and which provide services to more than one Unit; and
- 47 (g) Any other parts of the Condominium Property designated as Common Elements pursuant to
48 this Declaration or the Act.

49 2.10 "Common Expenses" mean all expenses incurred by the Association to accomplish its duties as
50 contemplated by this Declaration and the Act which shall be assessed or imposed against Units in the Condominium by
51 the Association as authorized by the Act. If approved by the Board of Directors, "Common Expenses" shall include the
52 cost of mangrove trimming and the cost of a master television antenna system or duly franchised cable television service
53 obtained pursuant to a bulk contract or other provider of television signals on a bulk basis. For all purposes of this
54 Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the
55 Association, regardless of when reserve funds are expended.

56 2.11 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the
57 Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements,
58 over and above the amount of Common Expenses.

59 2.12 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements and
60 the Common Surplus which is appurtenant to said Unit.

61 2.13 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Act and
62 recorded in Official Records Book and Page identified on the first (1st) page hereof constituting Exhibit "A" hereto. For
63 purpose of reference, a reduced-in-size copy of the Condominium Plat is attached hereto.

64 2.14 "Condominium Property" means the Land and the improvements constructed thereon which have been
65 submitted to condominium ownership under this Declaration, subject to the limitations thereof and exclusions therefrom.

66 2.15 "County" means Miami-Dade County, State of Florida.

67 2.16 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from
68 time to time.

69 2.17 "Developer" means NORMANDY HOLDINGS III, LLC, a Florida limited liability company and
70 its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the
71 public records of the County. Such assignment may be made on an exclusive or

non-exclusive basis and may be an assignment of all or only portions of its rights of Developer hereunder; provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights.

2.18 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units, or any Mortgage on the condominium property at the time the Condominium is formed. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagee(s) of Units with regard to at least 51% of the voting interests which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees.

2.19 "Limited Common Elements" mean those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as same are shown on the Condominium Plat or are specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.20 "Management Agreement" means and refers to any agreement entered into by the Association from time to time for the operation and administration of the Condominium and the management of the Condominium Property.

2.21 "Management Firm" means and refers to any person or entity contracted by the Association to perform management functions for and on behalf of the Association. Any management firm must be a professional community association manager duly licensed under Florida law to provide management services to condominium projects.

2.22 "Occupant" means and refers to a person (be it an Owner or a tenant or lessee of an Owner) who resides in a Unit. Where the context dictates, an Occupant shall also be deemed to include the family members, occasional social guests, tenants, licensees and invitees.

2.23 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.24 "Unit" or "Condominium Unit" means and refers to that portion of the Condominium Property which is subject to exclusive ownership and is located within the Condominium Property. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium.

2.25 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Condominium Parcel.

Section 3: Description of Condominium

3.1 Identification of Units. The Condominium shall contain 20 Residential Units. Each such Unit is identified by a separate numerical designation as shown on the Condominium Plat, which exists as Exhibit "A" hereto, and which consists of a survey of the Land, a graphic description of the improvements located thereon (including the Units and the Buildings in which the Units are located), and a plot plan thereof. A reduced-in-size copy of the Condominium Plat as recorded in the Official Records Book and Page identified on the first (1st) page hereof, together with a copy of the legal description contained on the Condominium Plat, is attached to this Declaration for convenience. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) an exclusive easement for the use of the air space

Declaration of Condominium

occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in air space which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

Time-share estates or interests will not be created with respect to any of the Units in the Condominium.

3.2 Unit Boundaries. Each Unit shall include that part of the Buildings containing the Unit that lies within the following boundaries:

(a) Units.

(i) Upper and Lower Boundaries of Living Space. The upper and lower boundaries of each Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(1) Upper Boundaries of Living Space. The horizontal plane of the unfinished lower surface of the ceiling.

(2) Lower Boundaries of Living Space. The horizontal plane of the unfinished upper surface of the floor of the Unit.

(3) Interior Divisions of Living Space. Except as provided in subsections (1) and (2) above, no part of the floor of the top floor, ceiling of the bottom floor, or nonstructural interior walls shall be considered a boundary of the Unit.

(ii) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

(iv) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, bay windows, doors, skylights, balconies and porches, such boundaries shall be extended to include the windows, bay windows, doors, skylights and other fixtures located in such apertures, including all frameworks thereof; provided, however, that exterior surfaces made of glass or other transparent material and the exteriors of doors shall not be included in the boundaries of the Unit and shall therefore be Common Elements.

In the event that the actual physical location of any Unit constructed within the Buildings at any time does not precisely coincide with the area depicted on the Condominium Plat, the actual physical location of the Unit shall control over locations, dimensions and descriptions reflected on the Condominium Plat.

Notwithstanding the fact that no Unit may be divided or partitioned for purposes of sale or lease, a Unit may be combined with either the Unit directly above the subject Unit and/or the Unit directly below the subject Unit and/or the laterally-adjacent Unit in order to permit occupancy of such areas as one residential living space in accordance with Section 18.14 herein.

3.3 Limited Common Elements.

(a) Limited Common Elements Appurtenant to All Units. To the extent applicable and subject to the provisions of this Declaration, each Unit may have as Limited Common Elements appurtenant thereto such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to: (a) any portion(s) of the Common Elements, including, but not limited to, conduits, ducts, plumbing, wiring and other facilities, for the furnishing of utility and other services to a particular Unit shall be a Limited Common Element appurtenant to that Unit if it only supplies that Unit, to the exclusion of all other Units; (b) the mailbox assigned to a

particular Unit which shall be located within the Condominium Property. The use and enjoyment of the Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws, any rules and regulations duly promulgated by the Association, and local, state, and federal statutes and ordinances.

(b) Responsibilities of Unit Owners. Except as may be otherwise provided in this Section 3.3, all maintenance, repairs, replacements and reconstructions of, in or to any Limited Common Elements, whether structural or nonstructural, ordinary or extraordinary (including, without limitation, maintenance, repair, replacement and reconstruction of any exterior wall or railing of balcony patio) shall be performed by the Owner of such Unit at such Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Each Unit Owner also shall be responsible for replacing the necessary light bulbs for the foregoing light fixture(s) with the same color and bulb wattage. Each Unit Owner shall be responsible for the air-conditioning compressor contained within the limited Common Elements serving and providing service to such Unit Owner's unit. Each Unit Owner shall be solely responsible for maintaining all portions of the security system serving the Unit, including, without limitation, all electrical lines and other facilities. Each Unit Owner shall also be solely responsible for any costs associated with false alarms and all annual licensing or registration of alarms.

(c) Insurance. Each Unit Owner shall be solely responsible for insuring any and all equipment, machinery, fixtures, furniture or the like installed and/or placed upon or within the Limited Common Elements appurtenant to such Owner's Unit, as well as any other improvements located within such Limited Common Elements, and the Association shall not have any duty or obligation to do so. Notwithstanding anything contained in the foregoing to the contrary, the Association shall have the sole obligation of maintaining adequate insurance to protect the association, the association property, the common elements, and the condominium property required to be insured by the Association.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act and any other provisions of this Declaration):

(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. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the use of the Units. A non-exclusive easement is also reserved unto the Developer and granted to all applicable governmental entities over and across the Common Elements for the purpose of providing drainage and for the Installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on any and all portions of the Condominium Property.

(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 the Developer, as appropriate, 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, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements 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. None of the easements specified in this subsection shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association 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 thereof, or any part thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

(f) Sales and Management Activities. Until such time as the Developer has conveyed all Units to third parties, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for Unit models; sales, management and construction offices; to show model Units and the Common Elements to prospective purchasers and, if applicable, tenants of Units; and to erect on the Condominium Property signs, banners, flags and other promotional material to advertise Units for sale or lease. In addition, until such time as the Developer has conveyed all Units to third parties, the Developer shall be required to permit the Management Firm to utilize an office located within the Buildings in order to perform the services required of it pursuant to the management agreement, and the management agreement shall specifically authorize the Management Firm to utilize the Common Elements as may be necessary for the performance of the Management Firm's duties under the management agreement (provided that such usage does not interfere with the residential use of the Condominium Property).

(g) Facilities and Services. Easements are reserved over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements.

(h) Condominium Plat. All easements described or shown on the Condominium Plat.

(i) Developer Activities. Until such time as the Developer completes and sells all of the Units in the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property or uncompleted Units to any of the Occupants of the Condominium, and to utilize various portions of the Common Elements or the Units in connection with such construction and development. No Unit Owner or such Owner's guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees, its successors or assigns.

(k) Association Easement. A perpetual, non-exclusive easement is hereby granted to the Association and its successors and assigns over, across, under and through the Condominium Property for the purpose of permitting the Association to perform its obligations hereunder. Such easement shall permit access to the Units upon reasonable prior notice, except that no notice shall be required in the event of an emergency.

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, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7.1 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and guests. All easements referred to herein shall be non-exclusive easements.

3.5 Special Easements and Rights to Grant Easements.

(a) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications, service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar Installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for residential purposes.

Additionally, Developer shall have the right to grant easements over the Condominium property, specifically including, but not limited to granting non-exclusive easements to vendors and contractors. Developer shall be entitled to retain any and all commissions, fees and compensation from any such vendor or contractor for such easements, and the Association shall have no right of contribution to such commissions, fees, or compensation.

Furthermore, Developer shall have an exclusive, perpetual and irrevocable right and license for itself, its agents, successors and assigns to use, sell, lease or assign any space on the roofs of the Condominium buildings provided that such space is not already assigned as a Limited Common Element to a Unit to any Person(s) for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunication equipment signage. Developer shall have a non-exclusive, perpetual and irrevocable easement over the roof areas to exercise its rights set forth above. Without limitation this easement shall include the right to construct, install, use, maintain, repair, replace, improve, remove and operate any type of telecommunication equipment and signage on the roofs of the Condominium buildings. In addition, Developer shall have a non-exclusive, perpetual and irrevocable easement over other portions of the Condominium for access to and from such roof areas and to construct, install, use, maintain, repair, replace, improve, remove and operate any utility lines servicing such telecommunication equipment. Notwithstanding the above, the Developer shall install such utility lines and locations already used for such purposes or in which other utilities lines are located. Developer and the Association hereby agree to indemnify each other for any damage or destruction caused to the property of the other in the exercise of any easement right granted in this Declaration. The Developer shall collect and retain any and all income received from the agreements described in this Paragraph.

Notwithstanding anything contained herein to the contrary, any grant of easement herein shall terminate after units owners other than the Developer have assumed control of the Association.

(b) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for their intended purposes.

(c) Developer hereby reserves unto itself and its successors and its assigns non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

(d) Developer hereby reserves the right to install all lines, pipes and facilities throughout the Condominium Property as may be needed for the use of the Units Individually and/or collectively from time to time. Developer shall assume all costs associated with such installations. Subsequent to installation, unless otherwise provided and agreed to by the affected Unit Owner(s), the Association shall be responsible for the maintenance of such lines, pipes and facilities.

(e) For as long as the Developer remains liable under any warranty, whether statutory, expressed, or implied, for any act or omission in the development of the Building or in the sale or marketing thereof, the Developer shall have the right to enter on the Condominium Property, and to take all actions necessary or convenient for the purpose of inspecting, testing, surveying, to determine the actions needed to fulfill any warranty or to determine the extent of the warranty, and to take those actions necessary to fulfill the Developer's responsibilities under the warranty. The Developer can nullify any warranty if the Association or a Unit Owner prohibit or limit access to the Common Elements or to a Unit as deemed necessary by the Developer in its sole discretion for any actions pursuant to the warranty.

(f) Developer hereby reserves the right to assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. Any assignment of Developer rights shall be evidenced by an instrument recorded with the formalities of a deed in the public records of the County.

3.6 Incidental Damage. Any damage to any Unit caused by, or as a result of, the carrying out of the maintenance responsibilities of the Association or another Unit Owner, or the negligence thereof, shall be repaired promptly by the Association as a Common Expense, or the Unit Owner, as the case may be. Any damage to any part of the Common Elements caused by or the result of any intentional act of a Unit Owner, the Unit Owner's family, agents, contractors, invitees, licensees or tenants, or by such Unit Owner in carrying out his maintenance responsibilities, if any, shall be repaired promptly at the expense of such Unit Owner.

3.7 Use of Multiple Units to Form One Comprehensive Residential Space. A Unit may be combined with either the Unit directly above the subject Unit and/or the Unit directly below the subject Unit and/or the laterally-adjacent Unit in order to permit occupancy of such areas as one comprehensive residential space. Such a combination of Units shall be for purposes of occupancy and use only and shall not be deemed an amendment to this Declaration. Further, any such combination shall not be considered to be a material alteration of or modification to the configuration or size of a Unit. In all events, the subject Units shall in no manner be considered to become one Unit, but rather shall at all times remain and be considered to exist in the same manner as prior to the combination for purposes of Assessments, voting and all other matters as provided herein.

Any such combination of Units shall be required to comply with all applicable building, health, safety, and other applicable codes and laws as may be applicable. Additionally, no construction activities to effect such a combination shall be commenced without the prior written approval of the Board of Directors, which approval cannot be unreasonably withheld. The Board shall ensure that the combination of Units shall have no detrimental impact on the structural integrity of the Building or the usage of the other Units in the Building. The Board shall act in a reasonable and prudent manner in recognizing the rights of the Owner to combine such Units in the manner contemplated by this paragraph. The Developer shall be exempt from the approval provisions of this paragraph.

Section 4: Restraint upon Separation and Partition of Common Elements

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be

conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall be undertaken, except as provided herein with respect to termination of the Condominium.

Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights

5.1 Ownership Shares. The undivided share in the Common Elements and Common Surplus appurtenant to each Unit, as well as the undivided share of the Common Expenses to be paid with respect to each Unit, shall be computed on the following basis:

(a) The allocation of fractional shares in the Common Elements and Common Surplus, and the fractional share of the Common Expenses, appurtenant to each Unit is set forth in Exhibit "D" as attached hereto and made a part hereof by this reference. The allocation of fractional shares has been established by the Developer in the following manner

(i) The approximate area of each Unit has been measured in square feet based upon the Interior surface of the walls bounding the Unit.

(ii) The total of the Unit Area of all Units has been computed and is hereinafter referred to as the "Total Unit Area."

(iii) The Total Unit Area has been divided into the Unit Area of each Unit to determine the allocation of percentage shares for each Unit as set forth on Exhibit "D" to this Declaration.

(b) The foregoing methods of calculation were undertaken in order to establish a fair and equitable method of allocating assessment percentages to Units within the Condominium and every purchaser of a Unit, whether from the Developer or otherwise, hereby agrees to be bound by such calculations and hereby irrevocably waives the right to assert that the formula used or the measurements made were unfair, inequitable, or otherwise in error.

5.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. The total number of votes shall at all times be equal to the number of Units submitted to the condominium form of ownership under this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent owner(s) taking title shall automatically become entitled to membership.

Section 6: Amendments

6.1 Amendment by Unit Owners. Except as otherwise provided in Section 6 hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium Plat) may be amended by affirmative vote of the Owners of 75% of all the Condominium Parcels at an Association meeting duly called for such purpose pursuant to the By-Laws; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer and any Lender of the Developer, and (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Unit Owner(s). All amendments under this Section 6.1 shall be recorded and certified as required by the Act.

6.2 Amendment by Developer.

(a) Amendment to Condominium Plans and Declaration. The Developer reserves the right to make whatever changes it may deem necessary in the Condominium Plat and this Declaration until such time as Developer no longer has control of the Association. The amendment reflecting such changes need only be executed by

Declaration of Condominium

the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus, unless such amendment is also approved by the record Owner of the affected Unit, all record owners of liens on such affected Unit, and at least a majority of the total voting interests of the Association.

(b) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the FNMA, FHLMC, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate upon turnover to the Unit owners.

(c) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth and pursuant to Section 718.110(5), Florida Statutes, to correct scrivener's errors.

6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.4 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

6.5 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this 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, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of Section ____ of the Declaration. See provision ____ for present text."

Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Section 7: Maintenance and Repairs

7.1 Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

419 (a) Common Elements. In addition to Items to be maintained pursuant to Section 3.3 hereof, the
420 Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements
421 as defined herein, including, but not limited to, the following:

422 (i) all drainage and stormwater management systems, driveways, and adjacent
423 drainage

424 (ii) all water and wastewater lines and piping serving the Units of the Condominium;

425 (iii) all landscaping, lawn and grass areas and sprinkler systems within the
426 Condominium Property;

427 (iv) all entryways to the Buildings (other than living space and stairwells) and any
428 controlled access and intercom systems serving the building (but specifically excluding the security systems for the Units
429 which specifically serve such Unit, and all fire and emergency warning systems and lights.

430 (v) all portions of any landscaping islands located on, either in whole or in part, or
431 adjacent to the Condominium Property.

432 However, the Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the
433 Limited Common Elements in accordance with Section 3.3 herein, as otherwise contemplated herein, or to the extent such
434 maintenance arises from or is necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case
435 such cost and expense shall be paid solely by such Unit Owners.

436 (b) Units. The responsibility for maintenance, repair and replacement within the Units shall be
437 shared by the Association and the Unit Owners as follows:

438 (i) By the Association. The Association shall be responsible for maintaining, repairing
439 and replacing all water and wastewater lines and piping located outside of the Unit (except as otherwise stated in
440 sub-paragraph (ii) below), all pipes, lines, wiring, facilities and conduits located within the walls and any soffits
441 contained within a Unit and which provides services to more than one Unit, and any portions of any fire protection and
442 emergency warning systems, including, sprinklers, alarms, dampers, barriers and lights contained within the physical
443 boundaries of and servicing a Unit. In addition, with regard to the Units, the Association shall be responsible for (1)
444 maintaining the exterior surfaces (defined to be those walls that are visible from the exterior of the Building) and interior
445 portions of all walls that serve to bound the balcony area located adjacent to the Unit, (2) all roofs, including the
446 replacement and repair and (3) paving and electrical that are not part or inside of a Unit. In accordance with Section
447 [20.1], a Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any part of the Unit
448 to be maintained by the Association under this paragraph made necessary by his negligence, misuse or neglect or by that
449 of any member of his family or his or their guests, employees, agents or lessees.

450 (ii) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything
451 within the confines of the Owner's Unit, which is not to be maintained by the Association pursuant to subsection (b)(i)
452 of this section, including, but not limited to:

453 (A) The entire Unit as defined in Section 3.2 hereof which Unit shall include,
454 without limitation, all apertures in any boundary of the Unit but which shall exclude the exterior surfaces made of glass
455 or other transparent material and the exterior of doors, which shall be maintained by the Unit Owner in such manner to
456 preserve a uniform appearance among the Units in the Buildings;

457 (B) The interior side of the entrance door to a Unit and the interior side of all
458 other doors affording access to a Unit;

- (C) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;
- (D) All built-in shelves, cabinets, counters, storage areas and closets;
- (E) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within and serving the Unit;
- (F) All bathroom fixtures, equipment and apparatuses;
- (G) All electrical, plumbing (including connections and fixtures), telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits, ducts, electric lines and other facilities for the furnishing of utility and other services between the Unit and its individual service panel or meter or contained within a Unit;
- (H) All interior doors, interior surfaces, non-load-bearing walls, partitions, and room dividers;
- (I) All furniture, furnishings and personal property contained within the respective Unit; and
- (J) Balconies and storage facilities located thereon, if any, and garages;
- (K) All other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

7.2 Notwithstanding the provisions of Section 7.1 herein, all modifications to the exterior of the Unit must be approved in writing by the Board, or a committee designated by the Board and headed by an officer of the Association, prior to commencement of such work so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Association shall promulgate rules and regulations in accordance with the foregoing.

Section 8: 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 maintenance, repairs and replacements) costing in excess of \$50,000.00 in the aggregate in any calendar year, shall be considered material and substantial in nature, and the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any other such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$50,000.00 or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or Improvements to such Common Elements shall be as a "Special Assessment" of the Unit Owners as provided In Section 13.2 hereof. For purposes of this Section 8, "aggregate in any calendar year" shall include the total debt incurred In that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

Section 9: Additions, Alterations or Improvements by Unit Owner

9.1 To the Common Elements. After the completion of the improvements included in the Common Elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to the Common Elements (which by definition

Includes the Limited Common Elements), except as authorized by the Board of Directors and approved by not less than 75% of the total vote of the Unit Owners. In addition to the foregoing requirement, no alterations or additions may be made involuntarily to the Limited Common Elements of any particular Unit if such alteration or addition will adversely affect or prejudice the rights of such Unit Owner unless his consent first has been obtained. The cost of the foregoing shall be assessed as Common Expenses unless otherwise provided herein.

9.2 Hurricane Shutters. In accordance with Florida Statutes §718.113(5), the Association shall promulgate uniform rules and specifications for the installation by Owners of hurricane shutters and the replacement of existing hurricane shutters, including rules and specifications regarding color, style and such other factors as may be deemed relevant by the Board of Directors. All such installations shall be performed in accordance with applicable Building Codes, including all Florida, County and City requirements for the manufacture and installation of hurricane shutters. At least five (5) business days prior to installation of such hurricane shutters, an Owner desiring such installation shall submit to the Association the specifications for the Owner's installation, together with a copy of the installer's license, proof of insurance and a valid permit issued by the City of Miami Beach for such installation. The Association shall notify the Owner in writing of any non-compliance of such installation within three (3) business days following receipt thereof, specifying the non-compliance and the manner in which the non-compliance may be corrected. Hurricane shutters installed without compliance with this Article 9.2 may be removed by the Association at the Owner's sole expense.

9.3 To the Units. Except as otherwise reserved by the Developer or detailed in Sections 3.4 or 18 herein, no Unit Owner shall make any alteration or improvement to such Owner's Unit except in accordance with this Section 9.3. A Unit Owner may make alterations and improvements to the interior of the Unit so long as such alterations or improvements are not visible from the outside of the Unit or the Buildings, do not impair the structural integrity of the Unit or the Buildings, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate his Unit. Other alterations or improvements to a Unit which are not discussed in this Declaration may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board and headed by an officer of the Association.

9.4 Indemnification by Unit Owner. A Unit Owner making or causing to be made any such additions, alterations or improvements to the Unit or the Limited Common Elements as contemplated herein agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for 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.

9.5 Power of Developer to Veto Certain Proposed Modifications. Notwithstanding any provision to the contrary, as long as the Developer offers Units for sale in the ordinary course of business, the Developer, having the intention in its development of the Condominium to maintain a uniform external appearance to the Buildings, shall have the power to veto any proposed improvement as contemplated by this Section.

Section 10: Additions, Alterations or Improvements by Developer

The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to the proposed or already constructed Unit located or to be located thereon, and Limited Common Elements appurtenant thereto. Such modifications shall include, without limitation: (i) the removal of walls, floors, ceilings and other structural portions of the Unit; (ii) changes to the layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Any amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or

percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record owners of the Unit, all record owners of liens on the affected Unit, and at least seventy-five percent (75%) of the total voting interests in the Association. For as long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (i) Assessment of the Developer as a Unit Owner for capital improvements; and (ii) Any action by the Association that would be detrimental to the sales of Units by the Developer; however, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental to the sales of Units.

Section 11: Operation of the Condominium by the Association; Powers and Duties

11.1 **Powers and Duties.** The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation as amended from time to time. In addition, 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 limitation:

(a) The irrevocable right to have access to any portion of each Unit and the Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of such portions thereof as required by this Declaration or the Act, for performing extermination services, or at any time and by force, if necessary, for making emergency repairs necessary to prevent damage to the Buildings, the Common Elements or to the Unit or any other Unit or Units.

(b) The power to make and collect Assessments and other related expenses authorized under the Act against Unit Owners, to lease, maintain, repair and replace the Common Elements, and to grant, modify or cancel easements pertaining to 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 upon prior request.

(d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed 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 regulations, and perform the maintenance, repair and replacement required of the Association with such funds as shall be made available by the Association for such purposes. The Association also shall have the power to join with other condominium associations and entities in contracting for the maintenance and repair of the properties of such other condominiums and other type properties, and may contract for or may join with other condominium associations in contracting for the management of the properties of such other condominiums and other type properties, as may be more specifically provided for by the Articles of Incorporation and By-Laws 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, if any. Such actions must be approved by a majority of the entire Board of Directors and a majority of the Owners of all the Units or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing. For as long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (i) Assessment of the Developer as a Unit Owner for capital improvements; and (ii) Any action by the Association that would be detrimental to the sales of Units by the Developer; however, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental to the sales of Units.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

Declaration of Condominium

591 (g) The power to acquire, lease, mortgage and convey real and personal property and to grant,
592 modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval
593 of a majority of the Board of Directors and (ii) a finding by the Board that such action is for the benefit of the members
594 of the Association. The requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the
595 threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to this acquisition and
596 dealing with Association-owned property; provided, however, that the acquisition of a Unit as a result of a foreclosure
597 of the lien for Assessments shall be exempt from these requirements.

598 (h) The power to acquire or enter into agreements acquiring leaseholds, memberships or other
599 possessory or use interests in lands or facilities for recreational purposes as long as such arrangements are also approved
600 by the Owners of a majority of the Units.

601 (i) All of the powers which a corporation not-for-profit in the State of Florida may exercise
602 pursuant to this Declaration, the Articles of Incorporation and By-Laws, Chapter 617, Florida Statutes, and the Act, in
603 all cases except as expressly limited or restricted in the Act or the documents of the Condominium.

604 11.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and
605 provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles
606 of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over
607 the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and
608 regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary,
609 the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

610 11.3 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and
611 repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other
612 than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the
613 Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other
614 reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless
615 if whether or not same shall have been approved by the Association pursuant to the provisions hereof.

616 **NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF**
617 **INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY**
618 **OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE**
619 **"ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR,**
620 **OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF**
621 **ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY,**
622 **INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES,**
623 **AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY**
624 **SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

625 (a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE
626 VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH
627 GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN,
628 AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND
629 MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

630 (b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT
631 AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE
632 UNITED STATES, STATE OF FLORIDA, MIAMI-DADE COUNTY, THE CITY OF MIAMI BEACH AND/OR
633 ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

634 (c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES
635 OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE
636 INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND
637 NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH,
638 SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED
639 FOR ANY SUCH REASON.

640 EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH
641 OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION
642 OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR
643 MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE
644 AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION
645 AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH
646 THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

647 AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL
648 OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS,
649 EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES),
650 SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO
651 INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY
652 PROTECTED HEREBY.

653 11.4 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets
654 of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such
655 Owner's Unit.

656 11.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any
657 matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who
658 would cast the vote for that Unit If at an Association meeting, unless the joinder of all record Owners of the Unit is
659 specifically required by this Declaration or by law.

660 11.6 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific
661 percentage of the Board of Directors is specifically required in this Declaration, the Articles of incorporation, the
662 By-Laws, applicable rules and regulations of the Association or applicable law, all approvals or actions required or
663 permitted to be given or taken by the Association shall be given or taken by the Board of Directors without the consent
664 of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific
665 resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such
666 action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse
667 to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or
668 refusal.

669 11.7 Amendment of By-Laws. No modification of or amendment to the By-Laws shall be valid unless set
670 forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner
671 provided for therein, but no amendment to the By-Laws shall be adopted which would affect or impair the validity or
672 priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws
673 with respect to institutional mortgages without the written approval of all Institutional First Mortgagees of record. No
674 amendment shall change the rights and privileges of the Developer and Management Firm without their respective written
675 consent. Any amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Section
676 11 and in Section 6 above, and said amendment shall be recorded in the public records of the County.

677 11.8 Binding Effect of Condominium Documents. Every Owner, whether having acquired ownership of
678 a Unit by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles of Incorporation,
679 the By-Laws, the provisions of this Declaration and the management agreement. Membership in the Association shall

680 automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent Owner(s)
681 taking title shall automatically become entitled to membership.

682 Section 12: Management Agreements

683 The Association shall be the entity responsible for the management and operation of the Condominium. The
684 Association has the power, but not the duty, to enter into a management agreement with a third party for the management
685 in operation of the Condominium.

686 Section 13: Determination of Assessments

687 13.1 General Assessment. The Board of Directors shall from time to time, and at least annually, prepare
688 and adopt a budget for the Condominium ("Budget for Common Expenses"), determine the amount payable by the Unit
689 Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit
690 Owners in accordance with the provisions of this Declaration and the By-Laws ("General Assessment"). The Board of
691 Directors shall advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of
692 them as determined by the Board of Directors as aforesaid. The Budget for Common Expenses shall include the reserves
693 required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the
694 Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of
695 Incorporation, the By-Laws or applicable rules and regulations of the Association. Incidental income to the Association,
696 if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or
697 otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any adopted Budget
698 for Common Expenses shall be subject to change by the Board of Directors, and the amount of the General Assessment
699 shall be changed in accordance with such revised Budget for Common Expenses to cover actual expenses at any time.

700 13.2 Special Assessments, Capital Improvement Assessments and Limited Common Element Assessments.
701 In addition to General Assessments, the Board of Directors may levy "Special Assessments," "Capital Improvement
702 Assessments" and "Limited Common Element Assessments" upon the following terms and conditions:

703 (a) "Special Assessments" shall mean or refer to amounts levied against each Owner and such Owner's
704 Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which
705 are not in the nature of capital improvements.

706 (b) "Capital Improvement Assessments" shall mean and refer to amounts levied against each Owner and
707 such Owner's Unit, representing a portion of the costs incurred by the Association for the acquisition, installation,
708 construction or replacement (as distinguished from maintenance, repairs and replacement) of any capital improvements
709 located or to be located within the Common Elements.

710 (c) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors
711 and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special
712 Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed \$5,000.00 or cause the total
713 Assessments levied to exceed 115% of Assessments for the preceding calendar year, the Board must obtain approval of
714 a majority of the Owner of Units represented at a meeting duly called, noticed and held in accordance with the By-Laws
715 and the Act.

716 (d) "Limited Common Element Assessments" shall mean and refer to amounts levied in accordance with
717 Section 718.113(1), Florida Statutes, against the Owners of Units for the maintenance, repair, replacement and/or
718 reconstruction of the Limited Common Elements described in Section 3.3(b) hereof which are appurtenant to such Units.

719 Section 14: Collection of Assessments

720 The General Assessments, Special Assessments, Capital Improvement Assessments and Limited Common
721 Element Assessments (collectively, the "Assessments") shall be collected as follows:

Declaration of Condominium

722 14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase
723 at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while such person (as
724 defined by Section 1.01(3), Florida Statutes) is the Owner of the Unit. Additionally, a Unit Owner shall be jointly and
725 severally liable with the previous owner for all unpaid Assessments that came due up to the time of the conveyance,
726 without prejudice to any right such Unit Owner may have to recover from the previous owner the amounts paid by such
727 Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common
728 Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

729 14.2 Default in Payment of Assessments. Assessments and Installments thereof not paid within 10 days from
730 the date when they are due shall bear Interest at the rate established from time to time by the Board of Directors from
731 the due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event
732 the Board has not established such rate, the interest rate shall be 15%. Each delinquent payment shall be subject to an
733 administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each delinquent installment. The
734 Association has a lien on each Condominium Parcel for any unpaid Assessments on such Condominium Parcel, with
735 interest thereon and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the
736 Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no
737 later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the
738 public records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name
739 and address of the Association, the amounts due and the due dates. The claim of lien shall not be released until all sums
740 secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid
741 or until such claim of lien is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid
742 Assessments, interest thereon, the administrative late fee (if permitted under applicable law), and costs and attorneys'
743 fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final
744 judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or authorized agent of
745 the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form.
746 The Association or its assignee may bring an action to foreclose a lien for unpaid Assessments in the manner a mortgage
747 of real property is foreclosed in Florida and may also bring an action at law to recover a money judgment for the unpaid
748 Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs
749 and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for
750 unpaid Assessments.

751 As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid
752 and after 30 days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association
753 may declare the balance of General Assessment installments due for the remainder of the fiscal year to be accelerated
754 and shall thereupon be immediately due and payable. In the event that the amount of such accelerated installments or
755 payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other
756 the amount of increase or decrease within 10 days of same taking effect.

757 Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest
758 accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred
759 in collection as aforesaid and then to the delinquent and any accelerated Assessments. The foregoing application of funds
760 received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying
761 a payment.

762 14.3 Notice of Intention to Foreclose Lien. Unless otherwise required by the Act or other applicable law,
763 no foreclosure judgment may be entered until at least 30 days after the Association gives written notice to the Unit Owner
764 of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least 30 days before
765 the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is
766 recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees
767 or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return
768 receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be
769 deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing
770 address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may

award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

14.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

14.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee or other purchaser shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such Institutional First Mortgagee or other purchaser, its successors and assigns, shall be liable for Assessments or other related expenses authorized under the Act secured by the claim of lien only to the extent provided by the Act. If, due to the applicable provisions of the Act, any unpaid share of the Assessments or other related expenses authorized under the Act are not required to be paid, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expense collectible from all of the Unit Owners, including such acquirer and such acquirer's successors and assigns.

14.6 Certificate of Unpaid Assessments. Within 15 days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to such Owner's Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

14.7 Installments. General Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, General Assessments will be collected monthly.

14.8 Developer's Guarantee. If, in the purchase agreement or by other means pursuant to the Act, Developer shall guarantee to each purchaser that the Assessment for a specific period of time will not exceed a certain dollar amount, then the Developer shall only be obligated to pay the amount of Common Expenses incurred during that period and not produced by the Assessments received from other Unit Owners.

Section 15: Insurance

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

15.1 "Insurance Trustee". The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Board of Directors will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

15.2 Purchase, Custody and Payment.

(a) Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any rules promulgated thereunder.

(b) Named Insured. Under all insurance policies purchased by the Association, the named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

810 (c) Custody of Policies and Payment of Proceeds. All insurance policies purchased by the
811 Association shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, and such
812 policies and endorsements thereto shall be deposited with the Insurance Trustee.

813 (d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such
814 policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First
815 Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less
816 than 10 days prior to the beginning of the term of the policy, or not less than 10 days prior to the expiration of each
817 preceding policy that is being renewed or replaced, as appropriate.

818 (e) Exceptions from Association Responsibility: Unit Owner's Personal Coverage. Except as
819 specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance
820 coverage upon any and all property lying within the boundaries of their Unit, including, but not limited to, their personal
821 property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance
822 herewith.

823 Unit Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is
824 required by their mortgagee(s) for interior improvements.

825 The Association shall have no obligation to purchase Flood insurance or fire and casualty insurance on the
826 personal property within the Units.

827 In accordance with Section 3.3(c) herein, the Unit Owner shall be solely responsible for insuring any and all
828 equipment, machinery, fixtures, furniture or the like installed and/or placed upon or within the Limited Common
829 Elements appurtenant to such Owner's Unit, as well as any other improvements located within such Limited Common
830 Elements.

831 Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims
832 against a Unit Owner due to accidents occurring within such Owner's Unit. It shall be the obligation of the individual
833 Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such and other risks not covered
834 by insurance carried by the Association.

835 15.3 Coverage Responsibilities of Association. The Association shall use its best efforts to obtain and
836 maintain adequate insurance covering the following:

837 (a) Casualty. Insurance covering loss or damage to the Common Elements and all other portions
838 of the Condominium Property which the Association is responsible to maintain under the terms of this Declaration, and
839 all items for which the Association is required under applicable provisions of the Act to insure against loss or damage
840 by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and
841 malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible
842 provisions as determined by the Board of Directors. Such coverage shall afford protection against such other risks as
843 from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property
844 in construction, location and use, including, but not limited to, vandalism and malicious mischief.

845 (b) Liability. Comprehensive general public liability and automobile liability insurance covering
846 loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or
847 adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage
848 as shall be required by the Board of Directors, but with combined single limit liability of not less than \$1,000,000.00
849 per occurrence, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit
850 Owner, and vice versa.

851 (c) Worker's Compensation and other mandatory insurance, when applicable.

(d) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in the amount required by law.

(e) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(f) Such Other Insurance as the Board of Directors shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, the Management Firm and its respective employees and agents, and against the Unit Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, the Management Firm and its respective employees and agents, the Developer, one or more Unit Owners or as a result of contractual undertakings. 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 the Management Firm or the 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 agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.

15.4 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may wish to 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 purpose of determining the amount of insurance to be effected pursuant to this Section.

15.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for the Management Firm employees may be paid by the Management Firm pursuant to the management agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.6 Insurance Trustee; Share of Proceeds. All Insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Management Firm, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Insurance Trustee, which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall 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 shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held by the Association for each Unit Owner as tenants in common on the basis of the fair market value of each Unit, relative to the other Units in the Condominium, immediately prior to the event of casualty (such fair market value shall be determined by an MN-certified appraiser selected by the Board of Directors in its sole discretion); provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of Section 15.7 herein.

Declaration of Condominium

Page 21

897 (b) Mortgagees. No mortgagee shall have any right to determine or participate in the
898 determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have
899 any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual
900 distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

901 15.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be
902 distributed to or for the benefit of the beneficial owners thereof in the following manner:

903 (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision
904 shall be made therefor.

905 (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be
906 repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein.
907 Any proceeds remaining after defraying such costs shall be distributed to each Unit Owner, by check made payable
908 jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

909 (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that
910 the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall
911 be allocated among the beneficial owners as provided in Section 15.6(a) herein, and distributed to each Unit Owner by
912 check made payable jointly to such Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all
913 distributions shall be made directly to the Unit Owner.

914 (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance
915 Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names
916 of the Unit Owners and their mortgagees and their respective shares of the distribution.

917 15.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact
918 for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest
919 in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to
920 execute and deliver releases upon the payment of claims.

921 15.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether
922 damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

923 Section 16: Reconstruction or Repair After Fire or Other Casualty

924 16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event
925 of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall
926 arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee shall disburse the
927 proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress
928 payments.

929 If 75% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 80%
930 of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or
931 restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property
932 shall not be repaired and the net proceeds of Insurance resulting from such damage or destruction shall be distributed
933 to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s), in accordance with the
934 provisions of Section 15.6(a) herein. Following such distribution of proceeds, the Condominium shall be terminated and
935 the ownership of the Condominium Property shall be held by the formerly-titled Unit Owners in undivided interest as
936 tenants-in-common, subject to and in accordance with the provisions of Section 21 hereof.

937 Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more
938 than 60 days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it
939 holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work,
940 or not more than 90 days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners
941 that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if
942 appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or
943 not the damaged property is to be reconstructed or repaired.

944 16.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with
945 the plans and specifications for the original improvements and the then applicable building and other codes; or if not,
946 then in accordance with the plans and specifications approved by the Board of Directors and the then-applicable building
947 and other codes.

948 16.3 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected
949 from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment
950 of the costs of reconstruction and repair in the following manner and order:

951 (a) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which
952 are the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in
953 payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance
954 Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of
955 which are included in the construction fund, such fund shall be disbursed in the manner provided below for the
956 reconstruction and repair of major damage.

957 (b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which
958 are the responsibility of the Association is more than \$100,000.00, then the construction fund shall be disbursed in
959 payment of such costs in the manner contemplated by subsection (a) above, but then only upon the further approval of
960 an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

961 (c) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction
962 and repair that are the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check
963 made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section
964 15.6(a) herein.

965 (d) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to
966 determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the
967 Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order
968 of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a
969 disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less
970 than the Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. The Insurance
971 Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such
972 matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the
973 amounts to be paid.

974 16.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of
975 reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon
976 completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are
977 insufficient, Assessments shall be levied against the Unit Owners in sufficient amounts to provide funds for the payment
978 of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners'
979 respective shares in the Common Elements, as determined by the Association.

980 16.5 Responsibilities of Unit Owners. If damage occurs to the Units, the maintenance and responsibility
981 of which lies solely upon the respective Unit Owners, then each Unit Owner shall be solely responsible for all necessary
982 reconstruction and repair to its respective Unit which reconstruction and repair shall be effected promptly and in
983 accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility
984 of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit to the repair and/or
985 reconstruction of such Unit; provided, however, that no Unit Owner shall have the responsibility of applying Insurance
986 proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated In accordance with
987 the provisions of Section 21 herein.

988 16.6 Benefit of Mortgagees. Certain provisions in this Section are for the benefit of mortgagees of Units
989 and may be enforced by any of them.

990 Section 17: Condemnation

991 Any condemnation of any portions) of the Condominium Property shall be governed by the following
992 provisions:

993 17.1 Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining
994 to the taking of Common Elements shall be paid over by each Unit Owner to the Insurance Trustee for use as noted
995 hereinafter in this Section. In the event the Unit Owner fails to turn over such award as required, the defaulting Unit
996 Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is
997 fully paid.

998 Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

999 17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after
1000 condemnation will be determined in the manner provided for in Section 16 herein for determining whether damaged
1001 property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be
1002 deemed to be a casualty.

1003 17.3 Disbursement of Funds. If the Condominium is terminated following a condemnation, the proceeds
1004 of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall
1005 be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds
1006 if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size
1007 of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided
1008 below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided
1009 for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section specifically provided.

1010 17.4 Condemnation of Common Elements. Awards for the taking of portions of the Common Elements shall
1011 be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of
1012 Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from
1013 the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the
1014 Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after
1015 adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable
1016 jointly to such Unit Owner and its respective mortgagee(s), based on the same percentages as their ownership of the
1017 common elements.

1018 17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required
1019 to utilize any portion of the condemnation award with regard to reconstruction of the Unit. Following such taking of a
1020 Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an
1021 ownership interest in the Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner
1022 shall no longer be responsible for the payment of Common Expenses.

The following changes shall be made in the Condominium following a taking as described in this Section:

(a) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors.

(b) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This distribution shall be determined by taking the fractional share of each Unit Owner in proportion to the number of Units remaining in the Condominium.

(c) Assessments. In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

17.6 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board of Directors.

Section 18: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions and every Unit Owner shall:

18.1 Promptly pay the Assessments levied by the Association.

18.2 Maintain in a clean and sanitary manner and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors, etc.) whether or not a part of the Unit or Common Elements which are a part of the Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

18.3 Not use or permit the use of his Unit except for purposes consistent with the laws of governing authorities having jurisdiction over the property.

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

18.5 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise.

18.6 Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association.

18.7 Allow the Board of Administration or the agents and employees of the Association to enter any Unit for the purpose of maintenance, repair or replacement of any Common Elements or building system or for making

Declaration of Condominium

1063 emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. If no
1064 key has been provided to the Association, then the expense of entry into a Unit for emergency purposes shall be borne
1065 by the Owner of the Unit.

1066 18.8 Show no sign, advertisement or notice of any type on the Common Elements or his Unit, and erect no
1067 exterior antennas and aerals, except as provided in uniform regulations promulgated by the Association.

1068 18.9 Abide by any regulations regarding children as may be established by the Association, except that no
1069 regulations shall prohibit children from residing in or occupying a Unit.

1070 18.10 Make no repairs to any plumbing, air conditioning systems or electrical wiring within a Unit, except
1071 by plumbers, repairmen or electricians authorized to do such work by the management of the Association. Plumbing, air
1072 conditioning and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owner of the Unit.
1073 The Association shall pay for and be responsible for plumbing, air conditioning repairs and electrical wiring within the
1074 Common Elements. The Association shall have the right to exclude any unauthorized repairmen from the Condominium.

1075 18.11 Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing
1076 authorities having jurisdiction over them for separate Assessment against his Condominium Parcel. For the purposes of
1077 ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in his "Condominium Unit" and in the
1078 "Common Elements" shall be considered as a Unit. The value of said Unit shall be equal to the proportion or percentage
1079 of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in Exhibit
1080 "D" of the Declaration attached hereto." The total of all said proportions or percentages equals the value of all of the land
1081 and improvements thereon.

1082 18.12 Not replace and/or remove screens, jalousies or other enclosures on balconies, patios or terraced or
1083 on other parts of the building, even though such areas may be Limited Common Elements, except with prior written
1084 approval of the Board of Administration.

1085 18.13 No balconies, patios or terraces shall be extended, enclosed or decorated in any way whatsoever by
1086 a Unit Owner without the prior written consent of the Board of Administration.

1087 18.14 Except as otherwise provide herein, not divide or subdivide a Unit for purpose of sale or lease, except
1088 that a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit.

1089 18.15 Not hang any laundry, garments or other objects which are visible from outside of the Unit, except
1090 for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type
1091 of reflective film on any glass windows or doors. The exterior appearance of all window coverings shall be white in
1092 color.

1093 18.16 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles
1094 provided therefor, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in
1095 a clean and sanitary condition.

1096 18.17 Not make any use of a Unit that violates any laws, ordinances and regulations of any governmental
1097 body having jurisdiction thereof.

1098 18.18 Pets may be kept in a Unit. No pet shall be allowed to commit a nuisance in any public portion of the
1099 Condominium building or grounds. The term "pets" shall be limited to cats, birds and tropical fish. Dogs shall be
1100 expressly forbidden unless the Unit Owner resides on the ground floor, and the Association provides express written
1101 consent that the dog may be kept in the Unit. All other animals are expressly forbidden unless otherwise allowed by the
1102 Association. The total weight of all pets belonging to a Unit Owner shall not exceed twenty-five (25) pounds. No more
1103 than two (2) pets are allowed per Unit, tropical fish excluded. Pets shall not be allowed on the balcony of a Unit unless
1104 the Unit Owner is present.

1105 18.19 The Board of Directors shall have the right to promulgate rules and regulations regarding
1106 soundproofing of floors in connection with the installation of floor coverings.

1107 18.20 The Association shall provide after turnover all residents with picture identification.

1108 18.21 Other than the Developer, Owners may not do any construction or renovation without written
1109 notification to the Association at least seventy-two (72) hours in advance. The Association may reasonably restrict the
1110 time and manner of construction, except as it relates to the Developer. Other than the Developer, Unit Owners must
1111 provide the Association with a \$500.00 security deposit prior to commencing construction or renovation. Additionally,
1112 while the Developer maintains a construction dumpster on-site, all Unit Owners constructing or renovating their Units
1113 must pay to the Developer a nonrefundable fee of up to \$200.00 for use of the dumpster.

1114 18.22 Other than the Developer, Owners must provide copies of proper permits, licenses and insurance
1115 certificates and plans and specifications to the Association before commencing with work. Owners must use only
1116 properly licensed workers.

1117 18.23 Other than the Developer, all construction or renovation in Units may be done on Monday through
1118 Friday during the hours between 10:00 a.m. to 5:00 p.m.

1119 18.24 Proper attire is required, including shirts and shoes, when walking through Common Elements.

1120 18.25 No pets are permitted in the lobby areas.

1121 18.26 Owners must provide security with at least one set of keys to their Unit(s), in case of emergency.

1122 18.27 Leasing or renting of a unit by an owner, either directly or through an agent, is permitted in accordance
1123 with Article 19.2 of this Declaration. A screening fee of \$100.00 paid to the association must be accompanied with every
1124 rental application. All rental agreements must be sent to the office within seven (7) days in advance of arrival.

1125 18.28 The sidewalk, entrances, passages, elevators, if applicable, vestibules, stairways, corridors, halls and
1126 all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress,
1127 to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object
1128 of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, elevators or other public
1129 areas. For security purposes, all doors leading from the building to the outside or from the garages into the elevator
1130 lobbies or stairways or the Condominium building shall be closed at all times and shall not be blocked open.

1131 18.29 Exterior apartment doors must not be blocked or otherwise left open.

1132 18.30 The personal property of all Unit Owners shall be stored within their Condominium Units or assigned
1133 storage areas.

1134 18.31 No garbage cans, supplies, milk bottles or other articles shall be placed in the halls, on the balconies,
1135 or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other
1136 articles, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the Common
1137 Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of
1138 rubbish, debris and other unsightly material.

1139 18.32 No Owner shall allow anything whatsoever to fall from the windows, balcony or doors of the premises;
1140 nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies,
1141 elevators, ventilators, or elsewhere in the building or upon the grounds.

1142 18.33 Refuse and bagged garbage shall be deposited only in the area provided therefor. In this regard, all
1143 refuse must be bagged in sealed garbage bags.

Declaration of Condominium

Page 27

1144 18.34 Water closets and other water apparatus and plumbing facilities on the Condominium Property shall
1145 not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of
1146 any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have
1147 been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the
1148 Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

1149 18.35 Employees of the Association shall not be sent out of the building by any Unit Owner at any time for
1150 any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the
1151 employees of the Association.

1152 18.36 The type, color and design of chairs and other items of furniture and furnishings that may be placed
1153 and used, where applicable, on any terrace or balcony may be determined by the Board of Directors of the Association,
1154 and a Unit Owner shall not place or use any item, where applicable, upon any terrace or balcony without the approval
1155 of the Board of Directors of the Association.

1156 18.37 The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium
1157 Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted, decorated or modified
1158 by a Unit Owner in any manner without the prior consent of the Association.

1159 18.38 Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or
1160 advertisements, awnings, curtains, shades, window guards, light reflective materials, ventilators, fans or air conditioning
1161 devices, or other Items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out
1162 of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the
1163 outside appearance of any window of any Unit without the prior written consent of the Association. Except as provided
1164 in Article 9.2, regarding the installation of hurricane shutters, the consent of the Association to all or any of the above
1165 may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.

1166 18.39 Pursuant to §718.113(4) Florida Statutes, any Owner may display one portable removable United
1167 States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans'
1168 Day, may display in a respectful way portable removable official flags, not larger than 4½ feet by 6 feet, that represent
1169 the United States Army, Navy, Air Force, Marines or Coast Guard, regardless of any declaration rules or requirements
1170 dealing with flags.

1171 18.40 No interior of a Condominium Unit shall be altered in any manner as such would have any effect on
1172 the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of
1173 the Common or Limited Common Elements without the prior written consent of the Association, except that, to the extent
1174 permitted by law, this rule shall not apply to the Developer.

1175 18.41 No Unit Owner shall make or permit any disturbing noises in the building by himself, his family,
1176 servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the
1177 rights, comfort or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any
1178 musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in
1179 such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the
1180 foregoing after 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental
1181 instruction at any time.

1182 18.42 No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or
1183 affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant
1184 without written permission of the Association or as otherwise provided in the Declaration.

1185 18.43 No awning, canopy, shutter or other protection shall be attached to or placed upon the outside walls
1186 or doors or roof of the building without the written consent of the Board of Directors of the Association. The exterior
1187 appearance of all window coverings shall be white in color.

1188 18.44 The Association may retain a pass-key to all Units. In lieu of a pass-key, the Association shall have
1189 a duplicate key. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and entry into the Unit
1190 by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the
1191 Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of
1192 the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour
1193 of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association.
1194 Entry will only be made after pre-arrangement with the respective Unit Owner or the occupant of the Condominium Unit.
1195 Nothing herein shall relieve the Association of its duty of ordinary care in carrying out its responsibilities, nor from its
1196 negligence or willful activities that caused damage to a Unit Owner's property.

1197 18.45 Complaints regarding the service of the Condominium shall be made in writing to the Association.

1198 18.46 No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or
1199 Limited Common Element assigned thereto or storage area, except such as are required for normal household use.

1200 18.47 Payments of monthly assessments shall be made at the office of the Association. Payments made in
1201 the form of checks shall be made to the order of such party as the Association shall designate. Payments of regular
1202 assessments are due on the first (1st) day of each month, and if such payments are ten (10) days or more late, they are
1203 subject to charges as provided in the Declaration of Condominium.

1204 18.48 No bicycles, scooters, baby carriages, similar vehicles, toys or other personal articles shall be allowed
1205 to stand in any driveways, Common Elements or Limited Common Elements.

1206 18.49 The Condominium Unit shall be used solely for purposes consistent with applicable zoning laws. No
1207 trade, business, profession or other type of commercial activity may be conducted in or from any Condominium Unit.

1208 18.50 A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which
1209 will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will
1210 obstruct or interfere with the rights of other Unit Owners of the Association.

1211 18.51 Advance arrangements shall be made with the Association before moving furniture or bulky personal
1212 belongings into or out of the building.

1213 18.52 Rugs, mats, etc. may not be placed outside the Condominium Unit entrance doors.

1214 18.53 No solicitors are to be permitted on the Condominium Property at any time except by individual
1215 appointment with residents.

1216 18.54 When in beach attire, all chairs and lounges must be covered with a towel before use.

1217 18.55 Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements
1218 caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Condominium Property
1219 because of such Unit Owner.

1220 18.56 Food and beverages may not be consumed outside of a Unit, except in such areas as are designated
1221 by the Board of Directors of the Association.

1222 The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may
1223 be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and
1224 Regulations previously adopted.

1225 Rules and Regulations as to the use of the recreational facilities shall be posted, and each Unit Owner, as well
1226 as his family, guests and invitees, shall observe all Rules and Regulations

In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

The Board of Directors shall have the right to promulgate rules and regulations regarding soundproofing of floors in connection with the installation of floor coverings.

The Developer shall be exempt from all provisions herein requiring the consent of the Association. Notwithstanding anything contained herein to the contrary, the Developer shall not be exempt from the following: (1) requirements that leases or lessees be approved by the Association; (2) restrictions on the presence of pets; (3) restrictions on occupancy of Units based on age; and (4) restrictions on the type of vehicles allowed to park on the Condominium Property or Association Property; however, the Developer and its designees shall have the right to be exempt from any such parking restrictions if the vehicle is engaged in any activity relating to the construction, maintenance or marketing of Units, if such exemption is provided in the Condominium Documents.

Section 19: Selling, Leasing and Mortgaging of Units

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 19:

19.1 Sales. No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. Each new Owner receiving a conveyance from any party except the Developer shall notify the Association and the Management Firm promptly after becoming a new Owner by delivering a copy of his deed to the Unit to the Association and the Management Firm, if the Association is then being managed by a Management Firm.

19.2 Leases. No lease of a Unit by the Owner thereof shall be for a period of less than four consecutive months; provided, however, and notwithstanding any provision to the contrary, the Developer may lease or rent any Unit owned by the Developer for any period of time and from time to time. No Unit Owner may lease or rent his Unit if delinquent in the payment of any Assessments. If all Assessments are paid up to date, a Unit Owner may rent or lease such Owner's Unit without further approval. However, the Unit Owner renting or leasing such Owner's Unit shall promptly notify the Association, or Management Firm, if applicable, of each renter and the term of such rental or lease. The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease or sub-lease be used by all Unit Owners (including the Developer) intending to rent or lease after said notice and to provide such form as a Common Expense. Entire Units only may be rented, provided the occupancy is only by the lessee and his family and guests; no individual rooms may be rented.

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, Interfere with access rights of an Owner as landlord pursuant to applicable law.

19.3 Continuing Liability. The liability of the Unit Owner under this Declaration shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation, the By-Laws, and the management agreement, as well as the provisions of the Act.

19.4 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit

to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

19.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer such Owner's Unit by gift, to devise such Owner's Unit by will, or to have such Owner's Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and such Owner's Unit subject to, the provisions of this Section.

Section 20: Compliance and Default

Each Occupant and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

20.2 Compliance. In the event a Unit Owner fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages. For purposes of this Declaration, the failure of an Occupant who is not a Unit Owner to comply with the terms and provisions of this Declaration shall not relieve the Unit Owner from liability and responsibility.

20.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

20.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 21: Termination of Condominium

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (ii) such time as termination of the condominium form of ownership is authorized by a vote of Owners owning 100% of the Units and by the Primary Institutional First Mortgagee. Upon such termination, the former Condominium Property shall be subject to an action for partition by any Owner, and the net proceeds of sale shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. Upon such termination, all funds of the Association, including, but not limited to, reserves, but specifically excluding insurance proceeds and condemnation awards (which proceeds and awards shall be apportioned to the Unit Owners based upon the provisions of Sections 16.1 and 17.4, respectively), shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. The termination of the Condominium

shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded among the public records of the County.

For as long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (i) Assessment of the Developer as a Unit Owner for capital improvements; and (ii) Any action by the Association that would be detrimental to the sales of Units by the Developer; however, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental to the sales of Units. This Section may not be amended without the consent of the Developer as long as it holds any Unit for sale in the ordinary course of business.

Section 22: Additional Rights of Mortgagees and Others

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

22.1 Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within 30 days.

22.2 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right

(a) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(b) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of 51% or more of the first mortgages in the Units shall be entitled to have such an audited statement prepared at their expense;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, the By-Laws or the Articles of Incorporation;

(e) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

22.3 No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

22.4 The consent of Owners holding at least 75% of the total votes in the Association and the approval of the holders of first mortgages on Units which represent at least 51% of the votes of Units that are subject to first

mortgages shall be required to add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Increases in Assessments that raise the previously Assessment by more than 25%, Assessment liens or the priority of Assessment liens
- (c) Reductions In reserves for maintenance, repair and replacement of the Common Elements, unless otherwise provided for by statute.;
- (d) Hazard or fidelity insurance requirements;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the Condominium Property; Boundaries of any Unit;
- (g) Convertibility of Units into Common Elements or of Common Elements into Units;
- (h) Convertibility of Units into Common Elements or of Common Elements into Units;
- (i) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; and
- (j) Leasing of Units;
- (k) Restoration or repair of the Condominium (after damage or partial condemnation) In a manner other than as provided in this Declaration; or
- (l) Any decision by the members of the Association to establish self-management, to the extent not superseded by the provisions of Section 718.302(1), Florida Statutes, in the event of conflict between such statute and this subsection;
- (m) The expansion or contraction of the Condominium Property, or the addition, annexation, or withdrawal of property to or from the Condominium .
- (n) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages on the Units.

22.5 Upon specific written request to the Association, each Institutional First Mortgagee of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds \$10,000.00 or if damage shall occur to a Unit in excess of \$1,000.00.

22.6 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

1388 22.7 Any holder of a first mortgage on a Unit who receives a written request to approve additions or
1389 amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be
1390 deemed to have approved such request.

1391 22.8 In the event professional management has been previously required by any holder, insurer or guarantor
1392 of a first mortgage on a Unit, any decision to establish self management by the Association shall require the prior consent
1393 of Unit Owners in accordance with Section 718.302(1), Florida Statutes.

1394 22.9 As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section
1395 shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

1396 Section 23: Disclaimer of Warranties

1397 Pursuant to Section 718.618(6), Florida Statutes, the Developer is deemed to have granted the Purchaser of
1398 each Unit an implied warranty of fitness and merchantability for the purposes and uses intended as to the roof and
1399 structural components of the improvements; as to fireproofing and fire protection system; and as to mechanical, electrical
1400 and plumbing elements serving the Improvements, except mechanical elements serving only one Unit. To the extent
1401 permitted by law, the Developer hereby specifically disclaims any other warranties whether expressed or implied, other
1402 than any warranty that cannot be disclaimed under Section 718.203 Florida Statutes. Developer further disclaims any
1403 intent to have made any warranty or representation in connection with the Condominium Documents and disclosure
1404 materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not
1405 specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no
1406 warranty or guaranty is made or intended, nor may one be relied upon except where the same is specifically warranted
1407 or guaranteed.

1408 AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF
1409 ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND
1410 CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

1411 ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE
1412 UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE
1413 AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND
1414 INCIDENTAL AND CONSEQUENTIAL DAMAGES.

1415 Section 24: Dispute Resolution

1416 Disputes as defined in Section 718.1255(1), Florida Statutes, involving Unit Owners, Associations and/or
1417 Tenants, shall be resolved by mandatory non-binding arbitration in accordance with the rules of the Division of Florida
1418 Land Sales, Condominiums and Mobile Homes. Without limiting the effect of the foregoing sentence, pursuant to Section
1419 718.1255(4), Florida Statutes, prior to the institution of court litigation (whether to enforce an arbitration award or
1420 otherwise), the parties to a dispute shall petition the Division for non-binding arbitration. Pursuant to Rule
1421 61B-45.015(1), F.A.C., parties to an arbitration proceeding are limited to unit owners, associations and tenants.
1422 Notwithstanding anything contained herein to the contrary, the remedies afforded by Sections 718.303 and 718.506,
1423 Florida Statutes, shall not be limited. Furthermore, this Section shall not impair the Association's access to the courts.,
1424 as representative of the purchasers, pursuant to Section 718.111(3), Florida Statutes.

1425 Section 25: Transfer of Association Control

1426 25.1 When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units in this
1427 Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be
1428 entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit
1429 Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of
1430 Administration of the Association:

(1) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of these have been conveyed to purchasers; and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(5) Seven (7) years after the recordation of the Declaration of Condominium;

whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Section 26: Additional Provisions

26.1 **Notices.** All notices to the Association required or desired hereunder or under the By-Laws shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

26.2 **Interpretation.** The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

26.3 **Binding** Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303(1), Florida Statutes, shall be in full force and effect and are incorporated herein. The Management Firm, for as long as the management agreement remains in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforescribed.

1470 26.4 Right of Developer to Add Recreational Facilities and Common Elements. If the Developer elects
1471 to add or expand any recreational facilities or any other portion of the Common Elements, the Developer shall pay all
1472 the expenses relating to the construction or the providing of such addition or expansion and shall record an amendment
1473 to this Declaration describing such property. The amendment shall be executed with the formalities of a deed and
1474 recorded in the public records of the County. No approval or action of the Association, Unit Owners or mortgagees shall
1475 be necessary for adding such additional Common Elements to condominium ownership. All costs of maintenance, repair
1476 and replacement relating to the addition or expansion of the recreational facilities or any other portion of the Common
1477 Elements shall be a Common Expense.

1478 26.5 Right of Developer to Convey Property to the Association. The Developer hereby reserves the right
1479 to convey to the Association any real property lying contiguous to the Condominium Property free and clear of liens and
1480 encumbrances, including, but not limited to, wetlands or other parcels more suitable to become Association Property
1481 rather than Common Elements. All costs and expenses associated with such Association Property shall be Common
1482 Expenses. The Association shall be required to accept any such conveyance from the Developer.

1483 26.6 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits
1484 annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment,
1485 modification, enforcement and other matters shall control over those hereof.

1486 26.7 Signature of President and Secretary. Wherever the signature of the President of the Association is
1487 required hereunder, the signature of a Vice-President may be substituted therefor, and, wherever the signature of the
1488 Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor,
1489 provided that the same person may not execute any single instrument on behalf of the Association in 2 separate
1490 capacities.

1491 26.8 Severability. The invalidity in whole or in part of any covenant or restriction, or any section,
1492 subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or
1493 applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time,
1494 shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

1495 26.9 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason
1496 of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

1497 26.10 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase,
1498 gift, operation of law or otherwise), and each Occupant who is not a Unit Owner (by reason of such occupancy), shall
1499 be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles of
1500 Incorporation, the By-Laws and applicable rules and regulations, are fair and reasonable in all material respects.

1501 26.11 Gender, Plurality. For convenience and ease of reference, the third person singular impersonal form
1502 of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being
1503 referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or
1504 neuter gender, as required by the context.

1505 26.12 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of
1506 convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision
1507 thereof.

1508
(Signatures appear on page 37)

1509 IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its manager's
1510 corporate seal to be hereunto affixed this 28th day of December 2004.

1511 WITNESSES:

NORMANDY HOLDINGS III, LLC, a Florida limited liability
company by its Manager, NORMANDY III MANAGER,
INCORPORATED

1514 [Signature]
1515 Print Name: Sonia Fardales

By: [Signature]
Name: Dana J. Berman
Title: President

1516 [Signature]
1517 Print Name: VALLI KELLMAN
1518

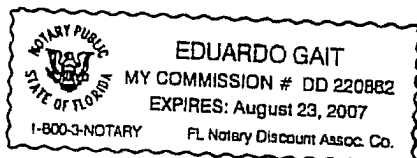
(Corporate Seal)

1520 STATE OF FLORIDA)
1521 COUNTY OF MIAMI-DADE)
1522

1523 The foregoing instrument was acknowledged before me this 28 day of December 2004, by Dana J. Berman,
1524 as President of NORMANDY III MANAGER INCORPORATED in its capacity as the manager of NORMANDY
1525 HOLDINGS III, LLC, a Florida limited liability company, the Developer of, a Condominium. He/She is ☒ personally
1526 known to me or ☐ has produced _____ as identification.

1527 My Commission Expires:

1528 (AFFIX NOTARY SEAL)
1529
1530



[Signature]
(Signature)

Name: EDUARDO GAIT

(Legibly Print)

Notary Public, State of FLORIDA

(Commission Number, if any)

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**CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM
FOR 350 SOUTH SHORE DRIVE AT THE VILLAGES OF
NORMANDY ISLE, A CONDOMINIUM**

THIS CONSENT is given as of the 28 day of December, 2004 on behalf of **Timothy Heberlein, et al**, by and through their servicing agent and attorney in fact, Berman Mortgage Corporation d/b/a BMC Loan Servicing ("Mortgagee"), being the owner and holder of that certain mortgage made by NORMANDY HOLDINGS III, LLC, a Florida limited liability company, ("Mortgagor"), dated June 11, 2004, filed for record June 24, 2004 in Official Records Book 22423, at Page 4999 of the Public Records of Miami-Dade County, Florida, securing payment in the sum of \$3,605,000.00, as has been or may be amended from time to time, ("Mortgage").

WHEREAS, Developer has requested Mortgagee to consent to the recording of the Declaration of 350 SOUTH SHORE DRIVE AT THE VILLAGES OF NORMANDY ISLE, A CONDOMINIUM (the "Declaration").

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its or their terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of 350 SOUTH SHORE DRIVE AT THE VILLAGES OF NORMANDY ISLE, A CONDOMINIUM (the "Condominium"), and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration or the prospectus, (if any) or other documents issued in connection with the promotion of the Condominium. None of the representations contained in the prospectus, (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Sections 718.104 and 718.403, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

WITNESSES:

Timothy Heberlein, et al, by and through their servicing agent and attorney in fact, Berman Mortgage Corporation d/b/a BMC Loan Servicing

Name: _____

Print Name: Paula Gait

Name: _____

Print Name: Paula Gait

By: _____

Mitchell Morgan, C.F.O.

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28 day of December 2004, by Mitchell Morgan as C.F.O. of Berman Mortgage Corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

My Commission Expires: _____

(AFFIX NOTARY SEAL)



Paula Gait

Commission # DD293460
Expires: Feb. 23, 2008

(Signature)

Name: _____

Notary Public, State of _____

(Commission Number, if any)

Declaration of Condominium

Page 38

1583

LEGAL DESCRIPTION

1584

1585

Lots 1 and 2, Block 55, Normandy Golf Course Subdivision, according to the Plat thereof as recorded in Plat Book 44 on Page 62 of the Public Records of Miami-Dade County, Florida

1586

Folio Number: 02-3203-007-1150

ACCURATE CONSTRUCTION SURVEY CORP.
P.O. BOX 382181
MIAMI, FLORIDA 33238-2181

(306) 447-6806 FAX (306) 447-9860
EMAIL: SUTTEPLAN@BELL-SOUTHEAST.NET

3603 MARY STREET, UNIT No. 8
MIAMI, FLORIDA 33139

REPORT OF SITE BOUNDARY SURVEY

LANDS DESCRIBED HEREIN
PLAT BOOK 44 AT PAGE 62
MIAMI-DADE COUNTY, FLORIDA
CURRENT DATE: APRIL 6, 2004

LEGAL DESCRIPTION:

ALL OF LOTS 1, 2, IN BLOCK 66, NORMANDY GOLF COURSE SUBDIVISION,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, AT
PAGE 62, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,
(LIVING AND BEING SITUATE IN THE CITY OF MIAMI BEACH, FLORIDA.)

ENGINEER TO & FOR:

NORMANDY HOLDINGS III, L.L.C. A FLORIDA LIMITED LIABILITY COMPANY
3603 MARY STREET
MIAMI, FLORIDA 33139

CERTIFIED TO:

NORMANDY HOLDINGS III, L.L.C. A FLORIDA LIMITED LIABILITY COMPANY
STEVE CARLISLE CROOK & ASSOCIATES, P.A.
CHICAGO TITLE INSURANCE COMPANY

SURVEY DATE: APRIL 6, 2004.

RECEIVED: N/A.

ACCOMPLISH:

THE EXPECTED USE OF THE LAND: AS CLASSIFIED IN THE MINIMUM
TECHNICAL STANDARDS (81G17-2 VAC.) IS "MEDIUM RISK RESIDENTIAL".
THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS
1 FOOT IN 7,680 FEET. THE ACCURACY OBTAINED BY MEASUREMENT
WITH A SOKKIA TOTAL STATION (SER 4110-R) AND A CHICAGO END FOOT
STREET TAPE AND CALCULATION OF A CIRCLED GEOMETRIC FIGURE WAS
FOUND TO EXCEED THIS REQUIREMENT.

DATA SOURCES:

THE DESCRIPTION WAS FURNISHED BY NORMANDY HOLDINGS III, L.L.C.
(FROM CHICAGO TITLE INSURANCE COMPANY POLICY No. 10244-016,
EFFECTIVE DATES OF OCTOBER 14, 2003, SEE SURVEY NOTE 11.

EASEMENTS:

THE RECORD PLAT SHOWS NO UTILITY EASEMENTS. UTILITY EASEMENTS WILL
BE FILED IN MIAMI-DADE COUNTY PUBLIC RECORDS FOR ALL UTILITY
SERVICES AS REQUIRED. THE CURRENT UTILITY SERVICES ARE WITHIN THE
DEDICATED RIGHTS OF WAY ADJACENT TO THE SITE ON SOUTH SHORE
DRIVE AND RAY STREET.

BOUNDARY INCONSISTENCIES:

NO DIFFERENCES GREATER THAN 0.010 FEET WERE NOTED BY
MEASUREMENTS AS COMPARED TO CALCULATIONS FROM THE DATA
RECEIVED AND ARE SHOWN AS RECORD/PLAT AND MEASURED.

SPECIAL NOTES:

1. THE ORIGINAL UNDERLYING RECORD PLAT WAS TAKEN INTO ACCOUNT
FOR THE STATEMENTS MADE HEREON.
2. THE EASEMENTS REFERRED TO IN SCHEDULE B, SECTION 2 WERE NOT
PROVIDED TO THE SURVEYOR. THEREFORE, NO DETERMINATION WAS MADE,
AS TO THEIR EFFECT ON THE SUBJECT SITE.

MAP OF BOUNDARY SURVEY FOR:

SEE THE MAP OF BOUNDARY SURVEY. THIS SURVEY MAP IS
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL
OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. THE
SIGNATURE AND SEAL CAN BE FOUND AT THE END OF THE
REPORT ON SHEET 1. THE MAP AND REPORT ARE NOT
COMPLETE WITHOUT THE OTHER. THIS SURVEY IS PROVIDED ON
ELECTRONIC MEDIA, IS NOT COMPLETE WITH OUT THE ORIGINAL,
SIGNED AND SEALED HARD COPY OF THIS MAP OF SURVEY.

CURRENT TAX POUND NUMBERS

08-5203-007-1160

SCHEDULE B, SECTION 2

7. PLAT OF NORMANDY GOLF COURSE SUBDIVISION, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 62 OF THE
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
8. RESTRICTIVE COVENANTS CONTAINED IN VARIOUS DEED RECORDED IN
DEED BOOK 2570 AT PAGE 158 OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA, BUT OMITTING ANY SUCH COVENANT OR RESTRICTION
BASED ON AGE, RACE, COLOR, RELIGION, SEXUAL ORIENTATION OR NATIONAL
ORIGIN.
9. MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION
NO. R-1408-88 REGARDING "RESCINDING BEACH SECURITY GUARD SPECIAL
TAXING DISTRICT" RECORDED DECEMBER 19, 1988, IN OFFICIAL RECORDS
BOOK 14564 AT PAGE 1888 OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.
10. PUBLIC UTILITY AND STORM SEWER EASEMENTS TO THE CITY OF MIAMI
BEACH RECORDED IN DEED BOOK 1989 AT PAGE 315 OF THE PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
11. PUBLIC UTILITY AND STORM SEWER EASEMENTS TO THE CITY OF MIAMI
BEACH RECORDED IN DEED BOOK 1913 AT PAGE 13, OF THE PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
12. RESOLUTION SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL
RECORDS BOOK 14504 AT PAGE 1888 OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA.

SURVEY NOTES

SHEET 1 OF 3

SURVEY NUMBER: 04-04-061

1. THE SURVEY HEREON REPRESENTS A BOUNDARY SITE SURVEY.
UNDERGROUND STRUCTURES AND/OR UTILITIES WERE NOT LOCATED. THE
SCOPE OF THIS SURVEY IS TO DEFINE THE BOUNDARY LINES AS PROVIDED
AND REFERENCED BY THE TITLE POLICY AND THE UNDERLYING PLAT AS
STATED IN THE CHICAGO TITLE INSURANCE POLICY.

2. ENCROACHMENTS IF ANY WERE NOTED BY THIS SURVEY, AND SHOWN
HEREON.

3. ANY NOTORIOUS EVIDENCE OF OCCUPATION AND/OR USE OF THE
DESCRIBED PARCEL, FOR RIGHTS-OF-WAY, ROADS OR EGRESS IS
SHOWN ON THIS SURVEY DRAWING. HOWEVER, THIS SURVEY DOES NOT
CONSTITUTE TO REFLECT ANY RECORDED INSTRUMENTS OR RIGHTS-OF-WAY
APPEARS ON THIS DRAWING AND STATED IN THE LEGAL DESCRIPTION AS IT
POLICY, AS PROVIDED.

4. THIS SURVEYOR DID NOT RESEARCH THE PARTICULAR SETBACKS AS
REQUIRED BY THE ZONING OF THE DESCRIBED PARCEL. THIS SURVEY
DOES NOT CERTIFY THAT FUTURE IMPROVEMENTS MAY REQUIRE COMPLIANCE
WITH THE ZONING REGULATIONS OF THE CITY OF MIAMI BEACH AS ARE
CURRENTLY IN PLACE.

5. THE NORTH ARROW AND BEARINGS ARE DERIVED FROM THE ASSUMED
MERIDIAN OF THE RECORDED PLAT AND CITY OF MIAMI BEACH PUBLIC
WORKS. THE BARE LINES ARE SHOWN HEREON.

6. THE FLORIDA INSURANCE RATE MAP PANEL 0084, DATED 3-8-84,
BOOK DATE 7-17-84, COMMUNITY No. 10001, NATIONAL FLOOD
INSURANCE PROGRAM DELINEATES THE HEREON DESCRIBED LAND
FLOOD HAZARD ZONE "AE". ELEVATION 8.0 FEET. THIS IS A SPECIAL
FLOOD HAZARD ZONE.

7. ELEVATIONS ARE BASED UPON CITY OF MIAMI BEACH RAY DATUM AND
BENCH MARKS ARE CITY, COUNTY, STATE OR GEODETIC VERTICAL
REFERENCE MONUMENTS.

8. THIS IS A LAND SURVEY AND WAS PREPARED IN ACCORDANCE WITH
FLORIDA 476 AND THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL
STANDARDS ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL
LAND SURVEYORS PURSUANT TO CHAPTER 317-20, FLORIDA
ADMINISTRATIVE CODE, AND MEETS THE REQUIREMENTS OF THE FLORIDA
LAND TITLE ASSOCIATION.

9. ELEVATIONS APPEAR AS: E 8.00

10. THE BENCH MARK USED WAS: CITY OF MIAMI BEACH
REFERENCE BENCH MARK 13-02.

11. THE SUBJECT TITLE POLICY PROVIDED TO THE SURVEYOR INCLUDES
LOTS NOT PART OF THIS SURVEY, PER DIRECTION FROM NORMANDY
HOLDINGS III, L.L.C.

12. THE RECORD PLAT SHOWS NO EASEMENTS. UTILITY SERVICES ARE
PROVIDED TO THE SITE ALONG AND ACROSS THE DEDICATED RIGHTS OF
WAY AS SHOWN HEREON. ADDITIONAL UTILITY EASEMENTS MAY BE
RECORDED AS REQUIRED TO SERVICE NEW STRUCTURES TO BE
CONSTRUCTED.

13. COMPUTER AIDED DESIGN (CAD) DISKETTE:
THE HARD COPY DRAWINGS (MAP OF SURVEY) AND THE DISKETTE(S) ARE
THE COMPLETE SURVEY. THE DISKETTE(S) ARE NOT COMPLETE WITHOUT THE
SIGNED AND SEALED MAP OF SURVEY.

14. THIS SURVEY IS INTENDED FOR THE USE OF THE PARTIES TO WHOM
THIS SURVEY IS CERTIFIED TO AND FOR ANY REPRODUCTION IS NOT AN
ORIGINAL. THIS SURVEYOR REMAINS AN ORIGINAL TO VERIFY THESE DATED
CONTENTS FOR VALIDITY.

15. PRIOR TO DESIGN AND/OR CONSTRUCTION THE APPROPRIATE MUNICIPAL
AGENCIES MUST BE CONTACTED FOR REVIEW, APPROVALS AND PERMITS.
PRIOR TO ANY EXCAVATION 72 HOUR NOTICE SHOULD BE GIVEN TO ALL
SERVICE PROVIDERS.

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE:

CHARLES W. CLARK, LICENSE NUMBER 15100

(STATE OF FLORIDA) 15 765

SIGNED:

SEAL

ACCURATE CONSTRUCTION SURVEY CORP.

P.O. BOX 392191
MIAMI, FLORIDA 33238-2191

(305) 447-9906 FAX (305) 447-9980
EMAIL: SITEPLAN@BELL.SOUTH.NET

3500 MARY STREET, UNIT No. 2
MIAMI, FLORIDA 33133

REPORT OF SITE BOUNDARY SURVEY

LANDS DESCRIBED HEREIN
PLAT BOOK 44 AT PAGE 62
MIAMI-DADE COUNTY, FLORIDA
CURRENT DATE: APRIL 6, 200

LEGAL DESCRIPTION:

ALL OF LOTS 1, 2, IN BLOCK 66, NORMANDY GOLF COURSE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, AT PAGE 62, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

(LYING AND BEING SITUATE IN THE CITY OF MIAMI BEACH, FLORIDA.)

LOCATED IN:

THE CITY OF MIAMI BEACH
MIAMI-DADE COUNTY, FLORIDA

LOCATION SKETCH SCALE: SEE BAR GRAPH

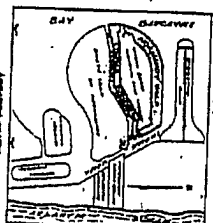
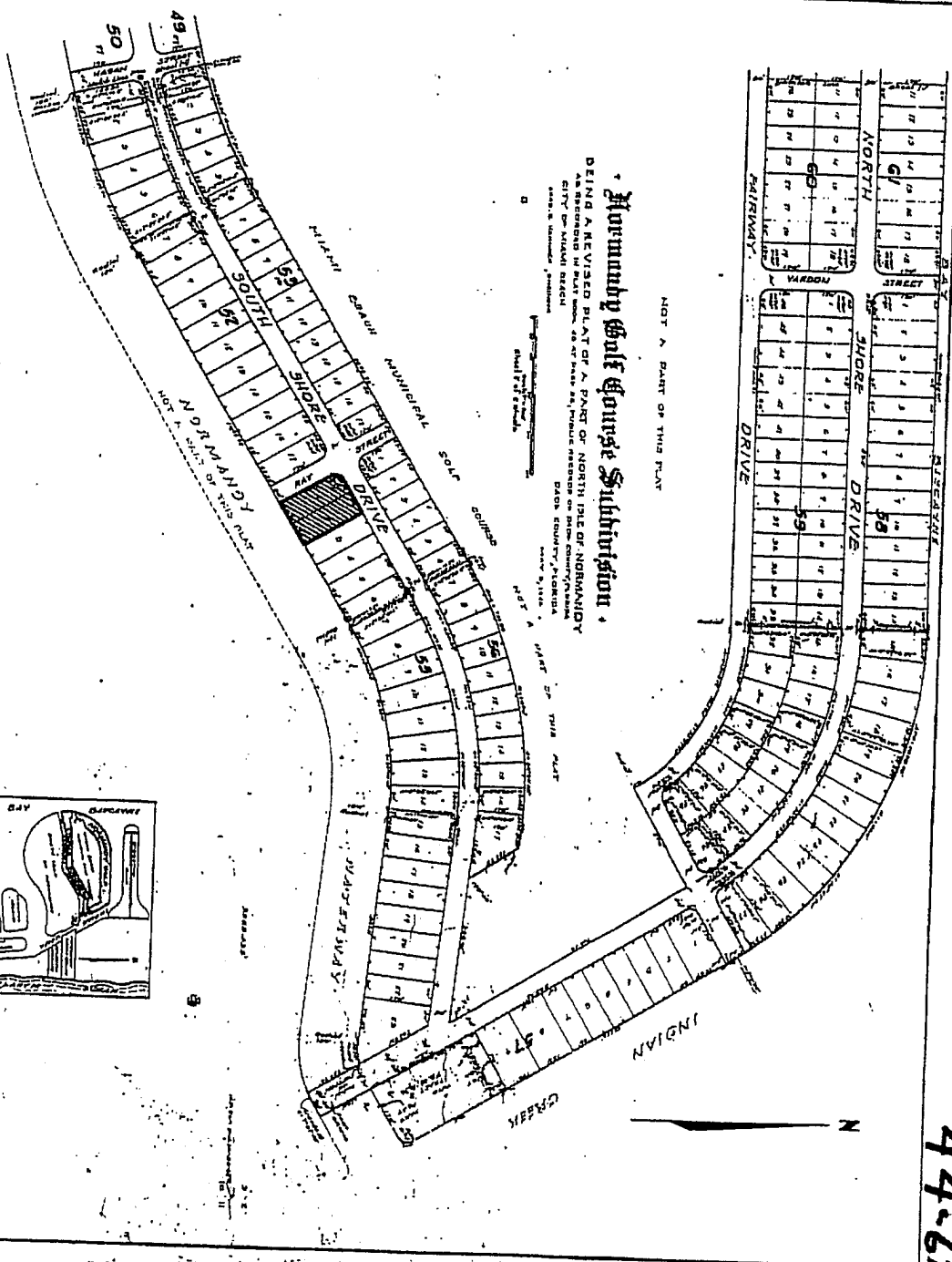
MAP OF BOUNDARY SURVEY FOR:

SEE THE MAP OF BOUNDARY SURVEY. THIS SURVEY MAP IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL PAINED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. THE SIGNATURE AND SEAL CAN BE FOUND AT THE END OF THE REPORT ON SHEET 1. THE MAP AND REPORT ARE NOT COMPLETE WITHOUT THE OTHER. THIS SURVEY, IF PROVIDED ON ELECTRONIC MEDIA, IS NOT COMPLETE WITH OUT THE ORIGINAL, SIGNED AND SEALED HARD COPY OF THIS MAP OF SURVEY.

SURVEY NUMBER: 04-04-051

SHEET 2 OF 3

44-62



LEGEND	
A - ACQUEDUCT	RA - RAILROAD
B - BRIDGE	RE - RIVER
C - CANYON	RI - RIVER
D - DRAINAGE	RO - ROAD
E - ELEVATION	SA - SAND
F - FENCE	SH - SHORE
G - GOLF COURSE	SI - SAND
H - HIGHWAY	SL - SAND
I - IRON PIPE	SO - SOIL
J - JAIL	SP - SPUR
K - KAYAK	ST - STREET
L - LAKE	SW - SWAMP
M - MARSH	TA - TANK
N - NATURE	TE - TOWER
O - OCEAN	TI - TOWER
P - POND	TO - TOWER
Q - QUARRY	TR - TRAIL
R - RAILROAD	TS - TOWER
S - SAND	TT - TOWER
T - TOWER	UU - TOWER
U - TOWER	VV - TOWER
V - TOWER	WW - TOWER
W - TOWER	XX - TOWER
X - TOWER	YY - TOWER
Y - TOWER	ZZ - TOWER
Z - TOWER	

ACCURATE CONSTRUCTION SURVEY CORP.

P.O. BOX 332181
 MIAMI, FLORIDA 33239-2181
 (305) 447-6808 FAX (305) 447-6880
 EMAIL: STEPLAN@BELLSOUTH.NET
 3805 MIAMI STREET, UNIT No. 2
 MIAMI, FLORIDA 33133

REPORT OF SITE BOUNDARY SURVEY
 LANDS DESCRIBED HEREIN
 PLAT BOOK 44 AT PAGE 62
 MIAMI-DADE COUNTY, FLORIDA
 CURRENT DATE: APRIL 6, 2004

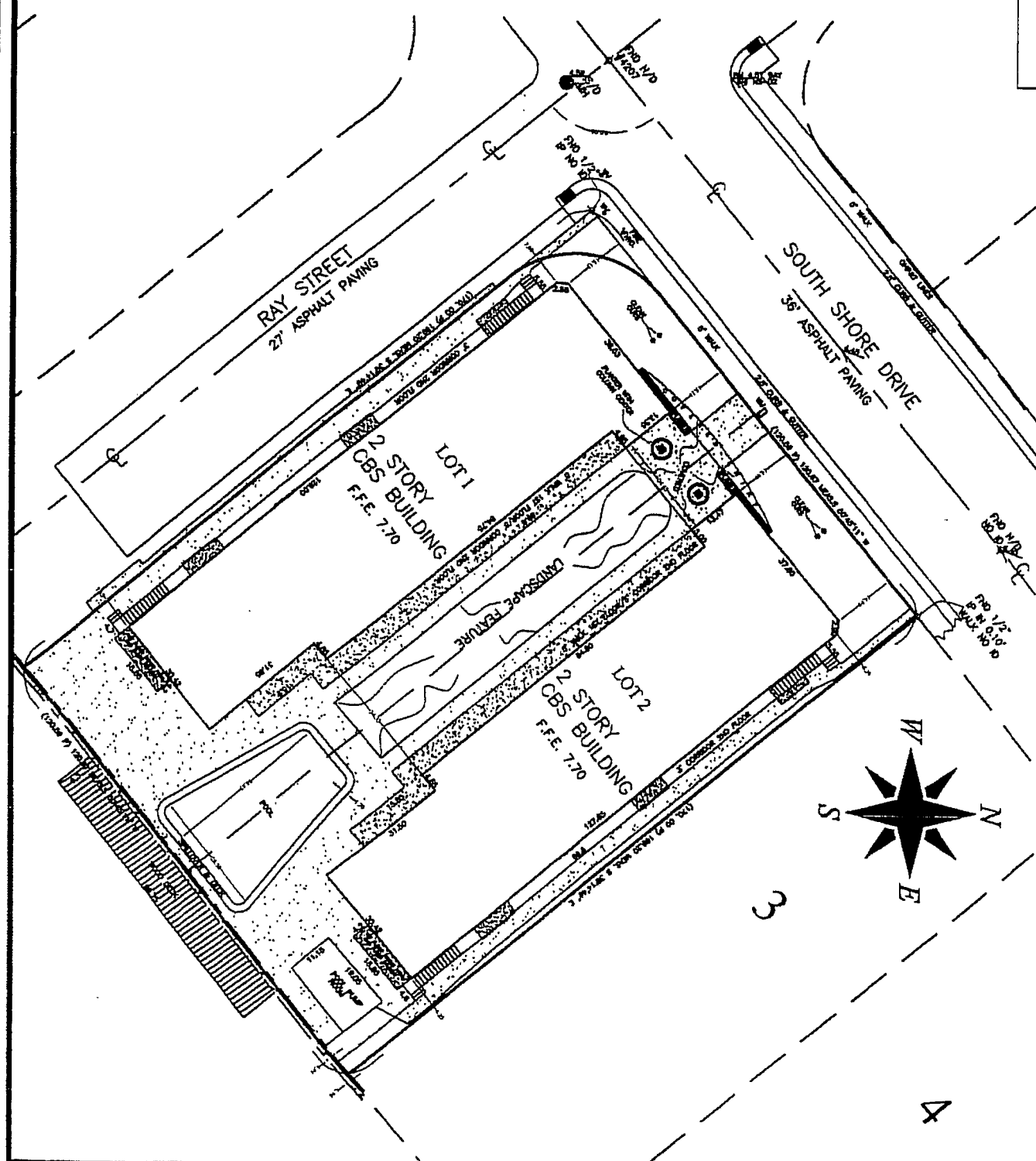
LEGAL DESCRIPTION:
 ALL OF LOTS 1, 2, IN BLOCK 65, NORMANDY GOLF
 COURSE SUBDIVISION, ACCORDING TO THE PLAT
 THEREOF AS RECORDED IN PLAT BOOK 44, AT PAGE
 62, OF THE PUBLIC RECORDS OF MIAMI-DADE
 COUNTY, FLORIDA
 (LYING AND BEING SITUATE IN THE CITY OF MIAMI
 BEACH, FLORIDA.)

LOCATED IN:
 THE CITY OF MIAMI BEACH
 MIAMI-DADE COUNTY, FLORIDA
 SITE SKETCH SCALE: 1 INCH = 35 FEET

LEGEND

A - ADJACENT	RA - RAILROAD
B - BOUNDARY	PA - PAVED ASPHALT
C - CENTER	PA - PAVED ASPHALT
D - DITCH	PA - PAVED ASPHALT
E - EASEMENT	PA - PAVED ASPHALT
F - FENCE	PA - PAVED ASPHALT
G - GROUND	PA - PAVED ASPHALT
H - HATCH	PA - PAVED ASPHALT
I - IRON	PA - PAVED ASPHALT
J - JAIL	PA - PAVED ASPHALT
K - KILL	PA - PAVED ASPHALT
L - LAND	PA - PAVED ASPHALT
M - MOUNTAIN	PA - PAVED ASPHALT
N - NATURE	PA - PAVED ASPHALT
O - OCEAN	PA - PAVED ASPHALT
P - POND	PA - PAVED ASPHALT
Q - QUARRY	PA - PAVED ASPHALT
R - RIVER	PA - PAVED ASPHALT
S - SAND	PA - PAVED ASPHALT
T - TOWN	PA - PAVED ASPHALT
U - URBAN	PA - PAVED ASPHALT
V - VILLAGE	PA - PAVED ASPHALT
W - WATER	PA - PAVED ASPHALT
X - X-ROAD	PA - PAVED ASPHALT
Y - YARD	PA - PAVED ASPHALT
Z - ZONE	PA - PAVED ASPHALT

MAP OF BOUNDARY SURVEY FOR:
 SEE THE MAP OF BOUNDARY SURVEY. THIS SURVEY MAP IS NOT VALID
 WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA
 LICENSED SURVEYOR AND LARPER. THE SIGNATURE AND SEAL CAN BE
 FOUND AT THE END OF THE REPORT ON SHEET 1. THE MAP AND
 REPORT ARE NOT COMPLETE WITHOUT THE OTHER TWO SHEETS. IF
 PROVIDED ON ELECTRONIC MEDIA IS NOT COMPLETE WITH OUT THIS
 ORIGINAL, SIGNED AND SEALED HARD COPY OF THIS MAP OF SURVEY.



T O D D J A Y J O N A S

A R C H I T E C T S

PA

555 Northeast 15th Street, Suite 100, Miami, Florida 33132 Telephone (305) 377-4808 Telefax (305) 377-4559
Florida Licensed Architect AR0007863 Florida Licensed Interior Designers ID0002373 NCARB certification (National) 22317

Monday, April 12, 2004

350 South Shore at Villages of Normandy Isle, A Condominium
350 South Shore Drive
Miami Beach, Florida

CERTIFICATE OF ARCHITECT, ENGINEER or MAPPER

I, TODD JONAS

BEING A LICENSED ARCHITECT DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA,
DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO

" 350 South Shore at Villages of Normandy Isle, A Condominium "

ARE SUBSTANTIALLY COMPLETE ACCORCING TO THE ORIGIONAL PLANS AND OCCUPIED SO
THAT THE ATTACHED SURVEY, INCLUDING SURVEYOR'S CERTIFICATE, AND ALL PLANS
ATTACHED HERETO IN THIS EXHIBIT "A", TOGETHER WITH THE PROVISIONS OF THE
DECLARATION OF CONDOMINIUM FOR

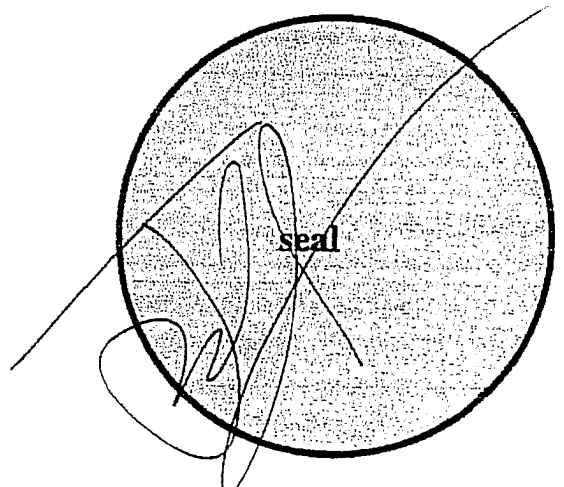
" 350 South Shore at Villages of Normandy Isle, A Condominium "

DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE
LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND IDENTIFICATION, LOCATION AND
DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM
SAID SURVEY AND PLANS.

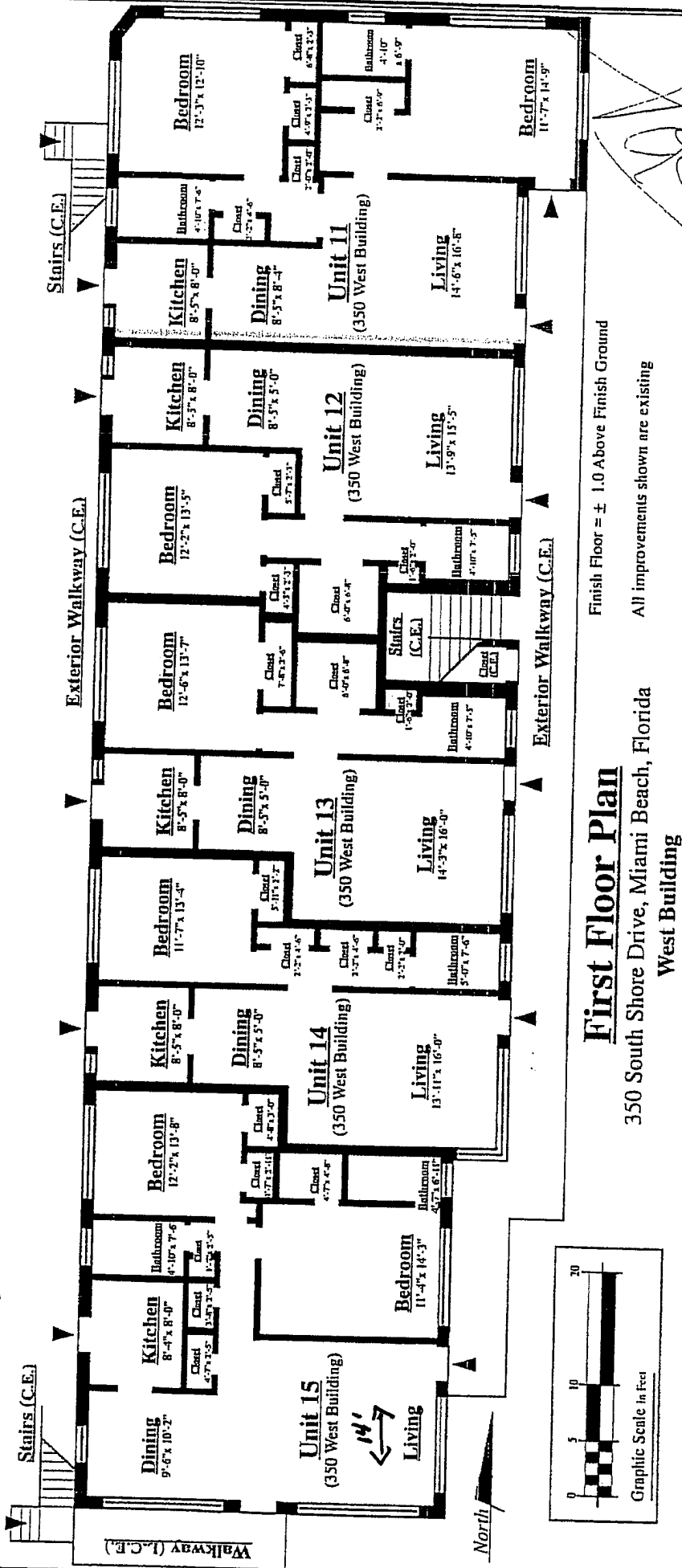
TODD JONAS ARCHITECT

TODD JONAS
FLORIDA LICENSED ARCHITECT AR00007863
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA ARCHITECT, ENGINEER OR MAPPER.



- Each Condominium unit shall have its boundary the interior unfinished surfaces at the ceiling, floor and perimeter walls. Unit area is calculated from center line of party walls and exterior of perimeter walls.
- Common Element = (C.E.) and Limited Common Element = (L.C.E.)
- All funds and all portions of the Condominium Building or other improvements, not located within the confines of a Condominium unit are part of the Common Element or Limited Common Element as indicated within the graphics or floor plans.
- Stated dimensions shown within the individual units are to the interior of the unfinished surfaces and may vary slightly due to construction or layouts within each unit.
- All dimensions shown are based upon field measurement and may vary slightly from unit to unit.
- Common Elements (C.E.) means the portion of the Condominium property not located in the Condominium unit, but shall include chases through each unit for electrical conduits, plumbing pipes, duct, telephone lines and other facilities for the furnishing of utility services to each unit.
- All improvements shown are existing.



First Floor Plan

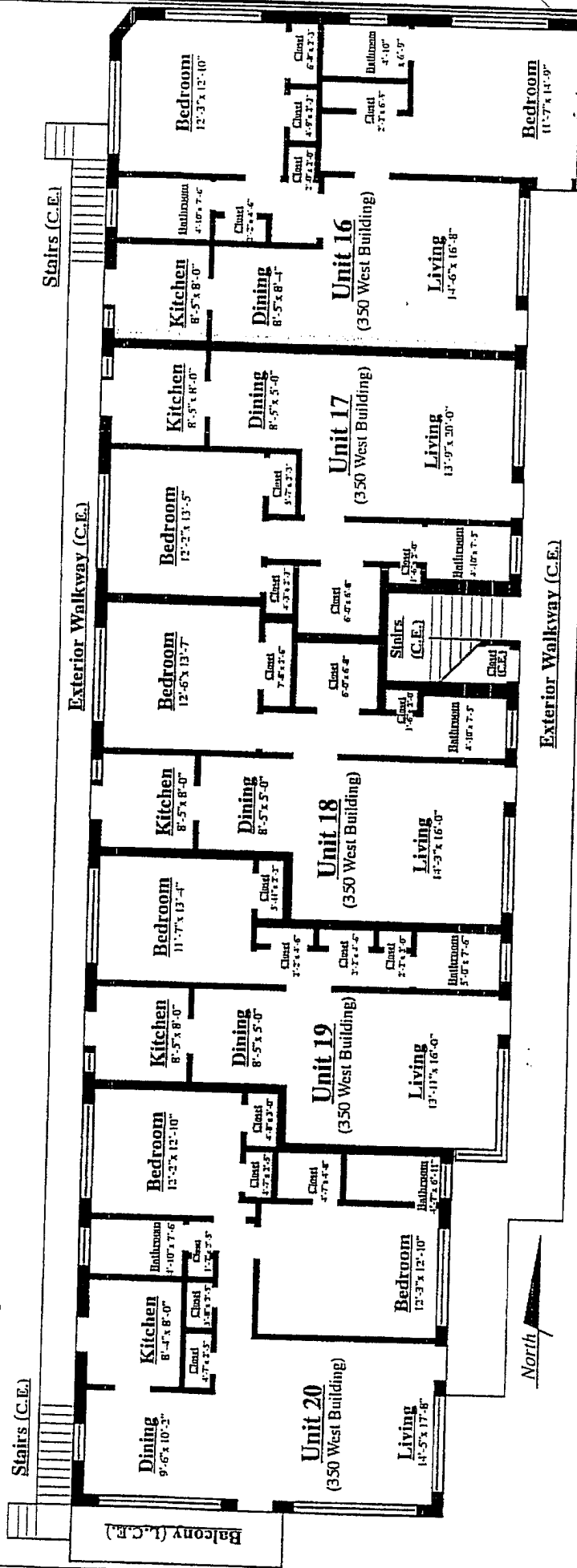
350 South Shore Drive, Miami Beach, Florida
West Building

Todd Jay Jonas, Architects

555 Northeast 15th Street, Suite 100, Miami, Florida 33132 Telephone (305) 377-4808. TeleFax (305) 377-4559

350 South Shore at the Villages of Normandy Isle, A Condominium

- Each Condominium unit shall have as its boundary the interior unfinished surfaces at the ceiling, floor and perimeter walls. Unit area is calculated from center line of party walls and exterior of perimeter walls.
- All bearing walls located within a condominium unit constitute a part of the common elements up to the unfinished surfaces of said walls. Area between unit boundary & calculated area shall be L.C.E. to the adjoining unit.
- Common Element = (C.E.) and Limited Common Element = (L.C.E.)
- All lands and all portions of the Condominium Building or other improvements, not located within the confines of a Condominium unit are part of the Common Element or Limited Common Element as indicated within the graphics or floor plans.
- Stated dimensions shown within the individual units are to the interior of the unfinished surfaces and may vary slightly due to construction or layouts within each unit.
- All dimensions shown are based upon field measurement and may vary slightly from unit to unit.
- Common Elements (C.E.) means the portion of the Condominium property not located in the Condominium unit, but shall include chases through each unit for electrical conduits, plumbing pipes, duct, telephone lines and other facilities for the furnishing of utility services to each unit.
- All improvements shown are existing.



Second Floor Plan

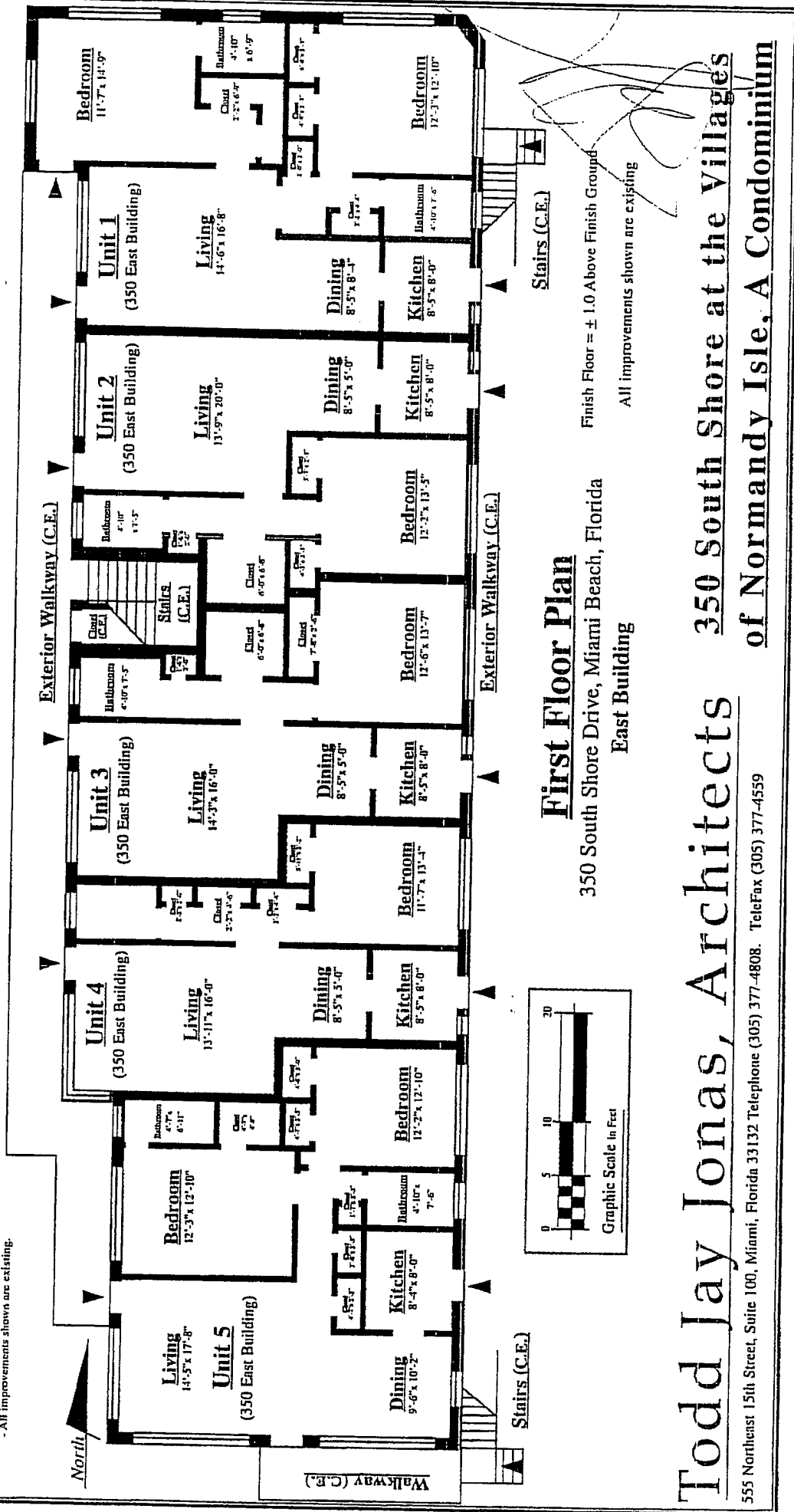
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350 SOUTH SHORE DRIVE AT THE VILLAGES
OF NORMANDY ISLE, A CONDOMINIUM

UNIT OWNER UNDIVIDED SHARE IN THE COMMON ELEMENTS
AND PERCENTAGE OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

The ownership share of the Common Elements and Common Expenses assigned to each residential unit shall be based upon the total square footage of each residential unit in uniform relationship to the total square footage of each other residential unit in the condominium:

The percentages for each Unit were arrived at as follows:

Unit Number	Square Footage of Unit	Percentage of Ownership of Common Elements
1	1029.84	5.8567%
2	766.28	4.3579%
3	810.46	4.6091%
4	710.41	4.0402%
5	1078.97	6.1362%
6	1029.84	5.8567%
7	766.28	4.3579%
8	810.46	4.6091%
9	710.41	4.0402%
10	1078.97	6.1362%
11	1029.84	5.8567%
12	766.28	4.3579%
13	810.46	4.6091%
14	710.41	4.0402%
15	1078.97	6.1362%
16	1029.84	5.8567%
17	766.28	4.3579%
18	810.46	4.6090%
19	710.41	4.0402%
20	1078.97	6.1362%
Totals	17,583.85	100.0000%