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DECLARATION OF CONDOMINIUM
FOR
ST. MORITZ AT DORAL CONDOMINIUM

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EXHIBITS

1. Legal Description and Sketch of Condominium
2. Plot Plan, Building Plans and Unit Floor Plans with Surveyor's Certificate
3. Articles of Incorporation
4. By-Laws with Rules and Regulations
5. Percentage Ownership

**DECLARATION OF CONDOMINIUM
FOR
ST. MORITZ AT DORAL CONDOMINIUM**

Lennar Homes, LLC, a Florida limited liability company ("Developer"), does hereby declare as follows:

1. Introduction and Submission:

1.1. The Land. Developer owns (or will own) the fee simple title to that certain land located in Miami-Dade County, Florida, as more particularly described in Exhibit 1-A attached hereto (the "Land").

1.2. Submission Statement. Developer hereby submits the real property legally described on Exhibit 1-A (the "Initial Phase" or "Phase I") and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (the "Act") as it exists on the date hereof. The real property described in Exhibit 1-B ("Phase II"), Exhibit 1-C ("Phase III"), Exhibit 1-D ("Phase IV"), Exhibit 1-E ("Phase V"), Exhibit 1-F ("Phase VI"), Exhibit 1-G ("Phase VII"), is not being submitted to condominium ownership by this Declaration of Condominium for St. Moritz at Doral Condominium, but rather is described in order to comply with the requirements of Section 718.403, Fla. Stat., and may be added pursuant to the provisions of Section 3.7.

1.3. Name. The name by which this condominium is to be identified is St. Moritz at Doral Condominium (the "Condominium").

2. Definitions. The following terms used in this Declaration and the exhibits hereto shall have the following meanings, unless the context in which they are used clearly requires a different meaning:

"Act" means the Florida Condominium Act (currently Chapter 718 of the Florida Statutes). Unless provided otherwise, the provisions of the Act, as amended from time to time, shall govern the Condominium.

"Articles" means the Articles of Incorporation of Association as amended from time to time, a copy of which is attached hereto as Exhibit 3.

"Assessment(s)" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner. The term Assessment shall include a Special Assessment.

"Association" means St. Moritz at Doral Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

"Association Property" means that property, real and personal, in which title or ownership is vested in Association for the use and benefit of its members. Association, upon approval by a majority of the Board, may purchase or lease computer or similar equipment at any time if required or deemed beneficial for operation of the Condominium. Association shall have the right, but not the obligation, to acquire Association Property in its own name. Association may sell or transfer its interest in such Association Property.

"Board" means the Board of Directors of Association.

"Building" means a structure in which the Units are located on the Condominium Property. The Initial Phase of the Condominium shall contain one (1) Building. To the extent the subsequent phases of the Condominium are fully constructed, each subsequent phase (i.e., Phase II, III, IV, V, VI and VII) is anticipated to contain one (1) Building.

"By-Laws" means the By-Laws of Association, as they exist from time to time, a copy of which is attached hereto as Exhibit 4.

"Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"Common Elements" shall have the meaning set forth in Section 3.16 hereof.

"Common Expenses" means all expenses and assessments properly incurred by Association for the Condominium including, but not limited to, any item designated as a common expense by the Act, this Declaration, or the By-Laws. Without limiting any other provision hereof, Common Expenses may include, at the Board's option, any one or more of the following: (a) the costs of on-site managers, secretaries and/or concierges to provide services designated or requested by the Board; (b) the costs of purchasing or leasing computer equipment for Association; and (c) all amounts required to remove canvas canopies located within the Common Elements as required herein.

St. Moritz at Doral Condominium
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"Common Surplus" means the excess of all receipts of Association collected on behalf of the Condominium including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

"Community" shall mean St. Moritz at Doral Community, which is operated by the Community Association and governed by the Community Declaration. The size of the Community may change from time to time as property is added and/or withdrawn by the developer of the Community Declaration.

"Community Association" means St. Moritz at Doral Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and/or assigns.

"Community Declaration" means that certain Declaration of St. Moritz at Doral Community recorded or to be recorded in the Public Records of County, as it may be amended from time to time.

"Condominium" shall have the meaning set forth in Section 1.3 hereof.

"Condominium Documents" means this Declaration and all of the exhibits hereto, as they may be amended from time to time.

"Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to such Unit.

"Condominium Property" means the Land and the personal property that are subject to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

"Construction Matters" shall have the meaning set forth in Section 37 hereof.

"County" shall mean Miami-Dade County, Florida.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" means this instrument as it is amended from time to time.

"Defendant" shall have the meaning set forth in Section 37 hereof.

"Developer" means Lennar Homes, LLC and its successors and such of their respective assigns as to which the rights of Developer hereunder are specifically assigned; provided however, a Unit Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to, or assignee of, the rights of Developer under this Declaration unless such Unit Owner is specifically so designated as such successor to, or assignee of, such rights in the respective instrument of conveyance or any other instrument executed by Developer. Developer may also assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Directors" mean the members of the Board.

"District" shall mean Islands At Doral III Community Development District.

"District Debt Service Assessments" shall have the meaning set forth in the Master Declaration.

"District Maintenance Special Assessments" shall have the meaning set forth in the Master Declaration.

"Division" means the Division of Florida Condominiums, Timeshares and Mobile Homes.

"Families" shall have the meaning set forth in Section 17.16 hereof.

"Guarantee Expiration Date" shall have the meaning set forth in Section 13.10.1 hereof.

"Improvements" mean all structures and artificial changes to the natural environment on the Condominium Property including, but not limited to, the Building.

"Institutional First Mortgagee" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Unit or Condominium Parcel or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Unit or Condominium Parcel initially or by assignment of an existing mortgage.

"Insurance Trustee" shall have the meaning set forth in Section 14.1 hereof.

"Insured Property" shall have the meaning set forth in Section 14.3.1 hereof.

"Land" shall have the meaning set forth in Section 1.1 hereof.

"Landscaping" shall mean all landscaping within the Condominium. All exterior Landscaping shall be part of the Common Areas (as defined in the Community Declaration) of the Community.

"Limited Common Elements" means those Common Elements which are designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of other Units.

"Master Association" shall mean the Islands at Doral Master Association, Inc., its successors and assigns.

"Master Declaration" means that certain Declaration of Restrictions and Covenants for Islands at Doral recorded in Official Records Book 21766 at Page 3870 of the Public Records of Miami-Dade County, Florida, as it may be amended from time to time.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Condominium. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Units, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE CONDOMINIUM. DEVELOPER, ASSOCIATION, AND COMMUNITY ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY UNIT OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, AND COMMUNITY ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF UNIT OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DEVELOPER, ASSOCIATION AND COMMUNITY ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Rules" means any rules and regulations duly promulgated from time to time by the Board pursuant to its powers under any of the Condominium Documents.

"SFWMD" shall mean the South Florida Water Management District.

"Special Assessment" means any Assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with Association to provide Unit Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominium. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"Title Documents" shall have the meaning given to such term in Section 46 herein.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Turnover Date" shall have the meaning given such term in the By-Laws which are attached hereto as Exhibit 4.

"Unit" means a part of the Condominium Property which is subject to exclusive ownership and which is further described in Section 3.15 hereof.

"Unit Owner" or **"Owner"** means the record owner(s) of legal title a Condominium Parcel.

"Use Fees" shall have the meaning set forth in Section 12.7 hereof.

"Utilities" shall include, but not be limited to, Telecommunication Services, gas, electricity, water and sewage and garbage and trash disposal. The inclusion of any of the foregoing in the description of Utilities is for illustration purposes only, and not a guaranty that any of such services will be available to the Condominium.

"Voting Interest" shall mean the voting rights appurtenant to each Unit, which is one (1) vote per Unit regardless of the number of Unit Owners with respect to such Unit.

Any initially capitalized term used herein not defined above shall have the meaning set forth in the Community Declaration.

3. Description of Condominium.

3.1. Location and General Description. The Condominium Property is situated in Miami-Dade County, Florida. In the event all seven (7) phases of the Condominium are constructed, the Condominium will consist of seven (7) Buildings containing a total of approximately two hundred forty-six (246) Units and the Common Elements therein. Each Unit is identified by the address of the Building in which the Unit is located and a unique unit number as set forth on Exhibit 2. Other improvements included in the Condominium are landscaping, and all underground structures and improvements which are not part of or located within the Building, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

3.2. No Timeshares. No timeshare estates will or may be created with respect to Units in this Condominium.

3.3. Recreation Areas and Facilities. There are no recreation areas or facilities within the Condominium. RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED BY DEVELOPER WITHOUT CONSENT OF UNIT OWNERS OR ASSOCIATION.

3.4. Survey and Graphic Description. Exhibit 2-A to this Declaration contains a site plan and survey of Phase I of the Condominium Property as well as a graphic description of the improvements, including the Units. Exhibit 2-A together with this Declaration, identifies the Common Elements and each Unit in the Condominium and their relative size and location. Exhibits 2-B through Exhibit 2-G describe other adjoining real property which may, but is not obligated to, be submitted in future phases with plot plans and floor plans for each of the phases that may be added.

3.5. Reservation of Right to Add Additional Phases and Description of Phases of the Condominium. The Developer may and hereby reserves the right to develop the Condominium in up to seven (7) phases, to be designated as Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI, and Phase VII. All land that may become a part of the Condominium is located within the County. There will be no time-share estates created with respect to any of the phases that are or might be developed as part of the Condominium Property.

3.6. Initial Phase. Phase I of the Condominium is declared and submitted to condominium ownership pursuant to this Declaration as set forth in Section 1.2 above.

3.7. Additional Phases. Until seven (7) years after the recording of this Declaration, Developer has and hereby reserves the right to amend this Declaration, by recording in the Public Records of County, an amendment or amendments executed solely by Developer submitting to condominium form of ownership, and expanding the Condominium to include any of the additional Phases of the Condominium legally described in Exhibit 1-B, Exhibit 1-C, Exhibit 1-D, Exhibit 1-E, Exhibit 1-F and Exhibit 1-G attached hereto. Developer has no obligation to add any phases to the Condominium and may do so at its sole discretion.

3.8. Effect on Condominium Documents. If and when any of the additional phases are submitted to condominium ownership as part of the Condominium, all definitions and provisions of this Declaration, and the Articles, By-Laws and Rules of the Association apply to all Units, Common Elements and Limited Common

Elements in such additional phase except for descriptions and sizes of particular Units, Common Elements and Limited Common Elements which may differ.

3.9. Amendment. An amendment to this Declaration executed by Developer pursuant to this Section 3 is effective at the time of filing of the amendment in the Public Records of County and shall be effective and binding on all Unit Owners and Units within the Condominium. The joinder or consent of Unit Owners or mortgagees is not necessary for such amendment to be effective.

3.10. No Obligation. Developer is not obligated to declare and submit Phase II, Phase III, Phase IV, Phase V, Phase VI and/or Phase VII as part of the Condominium even if Phase I is declared and submitted as part of the Condominium. Developer hereby reserves the right to develop (including as a separate condominium or condominiums or separate non-condominium property) or to sell any, all or a portion of the additional phases in any manner or to any person or entity free of any restriction hereunder, together with an easement of ingress/egress over the phases that have been submitted to the Declaration.

3.11. No Rights. Unit Owners in any declared phase have no rights in any other additional phase or phases, unless and until an amendment pursuant to this Section 3 is recorded in the Public Records of County with respect to any such phase(s). If the Condominium is not expanded to include additional phases within the time period described in Section 3.7, the Unit Owners in the property which has then been submitted hereunder (which at that time would contain all of the Units of the Condominium) are entitled to one hundred percent (100%) ownership of all Common Elements within such property. If and when the Condominium is expanded to include any or all of the additional phases as part of the Condominium, the Unit Owners in all phases then submitted will own the Common Elements within all such phases. The interest of each Unit Owner in the Common Elements and share of Common Expenses for that Unit consists of a fraction, the numerator of which shall be one (1) and the denominator of which shall be equal to the number of Units actually submitted. The formula for determining the share of ownership of the Common Elements and Common Expenses is illustrated in Exhibit 5. If all Units in all phases are submitted to the Condominium, then such fraction would be 1/246. Each Unit shall have one (1) vote.

3.12. Changes. Developer reserves the right to make non-material changes in the legal description of any of the phases.

3.13. Similar Buildings. Residential buildings and Units which may be added to the Condominium may be substantially different from residential buildings and Units in the initial phase of the Condominium, and from Exhibits to the Declaration of Condominium. The units may vary in design shape and structure within the size limitations set forth herein. Any such change, however, will not vary the Unit Owner's share in the Common Elements, surplus, or expenses as determined pursuant to the Declaration.

3.14. Description of Phase I and Additional Phases. The maximum number of Units to be constructed if all phases are added to the Condominium will be two hundred forty-six (246). The minimum and maximum number of Units to be constructed in Phase I, the initial phase, is thirty-three (33). The minimum and maximum number of Units to be constructed in Phase II, if constructed at all, is thirty-three (33). The minimum and maximum number of Units to be constructed in Phase III, if constructed at all, is thirty-six (36). The minimum and maximum number of Units to be constructed in Phase IV, if constructed at all, is thirty (30). The minimum and maximum number of Units to be constructed in Phase V, if constructed at all, is thirty-three (33). The minimum and maximum number of Units to be constructed in Phase VI, if constructed at all, is forty-two (42). The minimum and maximum number of Units to be constructed in Phase VII, if constructed at all, are thirty-five (35) and forty-three (43), respectively. The Condominium will consist of twelve (12) types of Units with different square footages. The "A" and "A-1" type Units will have two (2) bedrooms and two and a half (2.5) bathrooms, the "B" and "B-1" type Units will have three (3) bedrooms and two and a half (2.5) bathrooms, the "C" and "C-1" type Units will have three (3) bedrooms and two and a half (2.5) bathrooms, the "D" and "D-1" type Units will have three (3) bedrooms and two (2) bathrooms, the "E" type Units will have three (3) bedrooms and two and a half (2.5) bathrooms, the "F" and "F-1" type Units will have three (3) bedrooms and two and a half (2.5) bathrooms, and the "G" type Units will have two (2) bedrooms and two and a half (2.5) bathrooms. The minimum square footage of each Unit shall not be less than 1,000 square feet and the maximum square footage of each Unit shall not be greater than 1,700 square feet.

3.15. Units. The Condominium, to the extent all Phases are constructed, is anticipated to contain a total of two hundred forty (246) Units which are located and individually described in Exhibit 2 hereto. The boundaries of each Unit are as follows:

3.15.1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

3.15.1.1. Upper Boundaries. The horizontal plane of the lowest surface of the unfinished ceiling slab (which will be deemed to be the ceiling of the second story of the respective Unit for each Unit that is a two-story Unit, and the ceiling of the first story of the respective Unit for each Unit that is a one-story Unit).

3.15.1.2. Lower Boundaries. The horizontal plane of the highest surface of the unfinished floor slab (which will be deemed to be the floor of each Unit in the Condominium).

3.15.1.3. Interior Divisions. Except as provided in Subsections 3.15.1.1 and 3.15.1.2 above, no part of the floor of the top story of a two-story Unit, ceiling of the bottom story of a two-story Unit, or stairwell adjoining the two (2) floors or structural interior walls shall be considered a boundary of the Unit.

3.15.2. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the boundary lines defined and depicted in Exhibit 2 extended to an intersection with each other and with the upper and lower boundaries. Any non-loadbearing portion of a perimeter wall inside the perimetrical boundary of a Unit shall be deemed a part of the Unit.

3.15.3. Apertures. Where there are apertures in any boundary including, but not limited to, windows, doors, screens, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials.

3.15.4. Balconies, Patios and Terraces. Balconies, patios and/or terraces, if any, do not form a part of a Unit as such areas are Limited Common Elements.

3.15.5. Certain Items Exclusively Serving a Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air handling compressor equipment (located, with respect to first floor Units, on the slab adjacent to such first floor Unit within the Limited Common Elements of each such Unit, and, with respect to the second floor Units, located on the slab adjacent to the first floor Unit directly under such second floor Unit) exclusively serving the Unit and all foyer doors, screen doors, screens, windows, glass, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

3.15.6. Exceptions. Any piping or other fixtures which are located within one Unit but which service another Unit or Units and the reinforced concrete portions of any load-bearing columns or walls within a Unit shall be Common Elements.

3.15.7. Entrances. The entrance to each Unit, as shown in Exhibit 2 hereto, shall be a Limited Common Element of the Unit which such entrance exclusively serves.

3.15.8. General. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units shall control in determining the boundaries of a Unit, except that the provisions of Sections 3.15.1 and 3.15.2 above shall control unless specifically depicted and labeled otherwise on such survey.

3.16. Common Elements. The Common Elements include:

3.16.1. The portions of the Condominium Property which are not included within the Units.

3.16.2. Easements through Units for conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utilities and other services to Units and Common Elements.

3.16.3. An easement of support in every portion of the Unit which contributes to the support of the Building.

3.16.4. The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements.

3.16.5. Limited Common Elements; provided, however, Limited Common Elements are not accessible by all Unit Owners.

3.16.6. Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners in the Condominium.

3.16.7. Meter rooms, electrical rooms and mechanical rooms.

3.17. Limited Common Elements. Each Unit shall have certain Limited Common Elements appurtenant thereto as follows:

3.17.1. Balconies, Patios and Terraces. Balconies, patios and terraces which are accessible from a Unit shall be Limited Common Elements appurtenant to the Unit and for the exclusive use of the Unit Owner owning such Unit. There is no guarantee that any Unit shall have any specific view.

3.17.2. Air Space and Area for Air Handling Compressor Equipment. The right of exclusive use of the air space and area of the land adjacent to each Unit (or on the slab adjacent to the Unit located below such Unit with respect to second floor Units) occupied by the air handling compressor equipment constituting a part of and serving a Unit shall be a Limited Common Element appurtenant to the Unit.

3.17.3. Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one (1) Unit or more than one (1) Unit, shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by such Owner. In the event of any doubt or dispute as to whether any portion of the

Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board and shall be binding and conclusive when so made.

3.18. Easements. The following easements are hereby created (in addition to any easements created under the Act and any easement affecting the Condominium Property and recorded in the Public Records of County).

3.18.1. 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.

3.18.2. Drainage. A non-exclusive easement shall exist in favor of Developer, the District, Master Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over the Condominium over, across and upon the Condominium for drainage, irrigation and water management purposes. A non-exclusive easement for ingress and egress and access exists for such parties to enter upon and over any portion of the Condominium in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Condominium and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Condominium and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

3.18.3. Utilities and Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utilities, other services, and drainage in order to serve the Condominium and/or members of Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utilities, other services or drainage facilities or the use of these easements.

3.18.4. Encroachments. An easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of any Unit Owner including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment. Encroachments may result from (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 Association, and/or (iv) any repair or restoration of the Improvements (or any portion thereof) 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.

3.18.5. Ingress and Egress. Non-exclusive easements 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. Each Unit Owner shall have reasonable access to the public roads from the Condominium. None of the easements specified in this Section shall be encumbered by any leasehold or lien other than those on the Condominium Parcels.

3.18.6. Construction; Maintenance. 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, of any Improvements or Unit located or to be located thereon.

3.18.7. Sales Activity. As long as Developer, its successors, assigns or nominees owns any portion of the property that comprises or may comprise part of the Community, Developer its agents, nominees, designees, successors, assigns and/or any other entity or individual authorized by Developer, shall have the right to use portions of the Community owned by Developer, its successors, assigns or nominees and the Common Elements of the Condominium for marketing and sales purposes. By way of example, and not as a limitation, Developer, its successors, assigns, nominees and/or designees may maintain model units and sales offices within any portion of the Community, including the Condominium, show model units and the Common Elements to prospective purchasers and tenants of the Units or other property being offered for sale or lease by Developer, its designees, successors, assigns, nominees, designees and/or any other entity or individual authorized by Developer (even if the other property is not within the Community) outside of the Condominium, and erect on the Condominium Property signs and other promotional material to advertise Units or other property being offered for sale or lease by Developer, its designees, successors and assigns and/or any other entity or individual authorized by Developer (even if the other property is not within the Community). Developer reserves the right to use any Units not conveyed as temporary accommodations for, but not limited to, prospective purchasers. Such temporary accommodations shall not be considered leasing of the Unit and shall not be subject to Section 18 hereof.

3.18.8. Additional Easements. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other Utilities or service easements, or relocate any

existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as Developer or Association shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the ongoing development of the Condominium, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement in and about the Common Elements.

3.18.9. Blanket Easement in Favor of Community Association. Community Association is hereby granted an easement over all of the Condominium for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas (as defined in the Community Declaration), if any, and (b) performing any obligation of an Owner for which Community Association intends to impose an Individual Assessment.

3.18.10. Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within the Community (excluding such facilities located inside a Unit) in accordance with plans approved by Developer or Association.

3.18.11. Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations above, across, and under the Condominium.

3.18.12. Easement in Favor of Community Association. Developer and Association hereby grant a non-exclusive pedestrian and vehicular easement in favor of the Community Association over all of the Condominium Property with the exception of the Buildings.

3.18.13. Reservation of Right for Developer to Grant Additional Easements. For as long as the Community is being developed, Developer shall have the right to grant any additional easements over the Condominium Property that Developer determines are necessary for the continued development and operation of the Community. Developer may grant such easements, without the joinder of Unit Owners, Association, Community Association or any lender. By way of example and not as a limitation, Developer may grant easements to itself or others for pedestrian or vehicular ingress and egress across the roads within the Condominium Property. This Section may not be amended by anyone other than Developer without Developer's joinder.

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, an exclusive easement for the use of the airspace 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, membership in Association designated in this Declaration, with the full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these afordescribed appurtenances to a Unit, except as elsewhere provided to the contrary, cannot be conveyed or encumbered except together with the 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 lie, except as provided herein with respect to termination of the Condominium.

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

5.1. Percentage Ownership and Shares. Each Unit, regardless of size, has an equal undivided percentage interest in the Common Elements and Common Surplus, and shall share equally in the Common Expenses. Each Unit's undivided share in the Common Elements is determined by dividing the number one (1) by the total number of Units comprising the Condominium. Accordingly, the undivided share in the Common Elements appurtenant to each Unit in the Condominium if all phases are constructed is 1/246, and each Unit Owner will be responsible for a proportionate share of the Common Expenses and will own a proportionate share of the Common Surplus equal to such undivided share in the Common Elements.

5.2. Voting. Each Unit shall be entitled to one (1) vote to be cast by its Unit Owner(s) in accordance with the provisions of the By-Laws and Articles. The voting interests of a particular Unit shall be a fraction, the numerator of which shall be the number one (1), and the denominator of which shall be the number of Units submitted to the Condominium. Each Unit Owner shall be a member of Association.

6. Amendments.

6.1. Amendment by Association.

6.1.1. Proposal. Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the Owners of a majority of the Units, whether by vote of such Owners as members of Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the

Board or members of Association shall be transmitted to the President of Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

6.1.2. Notice. Notice of the subject matter of the proposed amendment to this Declaration shall be included in the notice of any regular or special meeting of Association at which such proposed amendment is to be considered.

6.1.3. Adoption. Except as elsewhere provided, approval of an amendment must be by affirmative vote of:

9.1.3.1 Unit Owners owning in excess of fifty percent (50%) of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board; or,

9.1.3.2 Unit Owners owning not less than eighty percent (80%) of the Voting Interests represented at any meeting at which a quorum has been attained; or,

9.1.3.3 Prior to the date upon which Unit Owners other than Developer control the Board, one hundred percent (100%) of the Board. Notwithstanding the foregoing, if the Act requires Unit Owner approval for the amendment being considered, then the amount of Unit Owner approval required under the Act will also be necessary for the approval of the amendment.

6.1.4. Not Present. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

6.2. By Developer. For so long as Developer owns any Units in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date hereof e.g., those actions governed by Sections 718.110(4) and (8) of the Florida Statutes (2006), as long as Developer owns one or more Units for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to this Declaration, including, without limitation, any amendments that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

6.3. Execution and Recording. An amendment, other than amendments made by Developer pursuant to the Act or this Declaration, shall be evidenced by a certificate of Association which shall include recording information identifying this Declaration and shall be executed in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of this Declaration is effective when properly recorded in the Public Records of County.

6.4. Procedure. The procedure for adopting amendments and the form of all amendments shall be in conformance with the requirements of the Act.

6.5. Restrictions on Amendments.

6.5.1. No amendment 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 percentage by which the Unit Owner shares the Common Expenses and owns the Common Elements and Common Surplus, unless a majority of the total Voting Interests of Association, including all of the Voting Interests of Units affected by such amendment join in the execution of the amendment; provided, however, no approval shall be required by Unit Owners if such amendment is required by any governmental entity having jurisdiction over the Condominium.

6.5.2. 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 Developer, without the written consent of Developer. This provision may not be amended.

6.5.3. No amendment shall materially affect the rights or interests of Institutional First Mortgagees without their prior consent, which shall be evidenced as provided in the Act and which shall not be unreasonably withheld. It shall be presumed that, except as to those matters set forth in Sections 718.110(4) and (8) of the Florida Statutes (2006), amendments to the Declaration do not affect the rights or interests of Institutional First Mortgagees.

7. Maintenance and Repairs. Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

*Need 100% voting approval
for changes Common Expenses,
Common Elements &
Common Surplus.*

7.1. Units. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all portions of his Unit, including but not limited to fixtures, entrances, screens, both sides of windows accessible from the Unit (e.g., windows accessible from a balcony or patio, if any, are the responsibility of Unit Owner), all screen doors, and all other doors and door hardware within or affording access to a Unit, that portion of the mechanical, electrical (including all wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (including the air handling equipment exclusively serving a Unit within the Limited Common Elements of such Unit), thermostats, fixtures and outlets, smoke alarms, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces including interior partitions (and, in general, the entire interior of the Unit) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Windows which are not accessible to Unit Owners (by way of example, the exterior of any window that cannot be reached from the balcony) shall be washed by Association and the cost thereof shall be a Common Expense. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by Association for loss of or damage to or within Units (if any such insurance is available) shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. All maintenance, repairs and/or replacements for which Unit Owner is responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to, but not obligated to, perform the necessary work at the cost of the Unit Owner and shall be entitled to access the Unit for that purpose. Association reserves the right to, but is not obligated to, enter into a service contract with an entity that will be available to provide minor maintenance or repair services to the electrical, plumbing, and heating and air-conditioning equipment. The service contract may also provide for minor maintenance and repair services to all appliances originally provided by Developer. There is no guarantee that the service contract will be in place or that all of the items listed will be covered under the service contract. The Unit Owner will continue to be responsible for the maintenance and repair of any item not covered under a service contract. The cost of a service contract, if in place, will be a Common Expense of Association.

7.2. Limited Common Elements.

7.2.1. General Maintenance Requirements. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all non-structural portions of Limited Common Elements exclusively serving his or her Unit including, but not limited to, fixtures, light bulbs, ceiling fans, screen doors, all garden items and the grass, plants, shrubs and flowers within such Limited Common Element, if applicable, and all other doors and gates, if applicable, within or affording access to a Limited Common Element, that portion of the electrical (including wiring), plumbing, if any (including fixtures and connections), fixtures and outlets, appliances, floor covering lying within the boundaries of the Limited Common Element, all interior surfaces (and, in general, the entire interior of the Limited Common Element) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to the Limited Common Element for that purpose or for the repair, replacement, and maintenance of the Limited Common Element and other facilities.

7.2.2. Balconies, Patios and Terraces. The Units may have access to a rear balcony, patio and/or yard area. The Unit Owner shall be responsible for maintenance and care of the balconies, patios and terraces, including, without limitation, all wiring, electric outlets, lighting fixtures, flooring, and screening, if applicable. A Unit Owner may install floor coverings (e.g., tile) within a balcony and/or patio after obtaining the prior written approval of the Board as more particularly explained in Section 17.17 hereof. The Board shall be responsible for approving the design, structural integrity, aesthetic appeal and construction details, or otherwise, which approval may be unreasonably withheld. No changes whatsoever can be made to these areas without the permission of Association, which may be withheld for any reason. Although these balconies, patios and terraces may appear to be part of the applicable Unit, such balconies, patios and terraces must be accessible at all times to Association, maintenance persons such as window washers, police, fire rescue workers and such other persons as Association may allow access for the safety, welfare or health of the Unit Owners and/or Association. There is no guarantee that the balconies, patios and terraces will be free from noise or private. Unless damage is caused due to the Unit Owner's negligence, Association shall be responsible for maintaining all structural components of the balconies, patios and terraces, including, without limitation, the post and the below ground footer that stabilizes the post that support the overhang, if any.

7.2.3. Other Limited Common Elements. Unless otherwise provided in this Declaration, Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, all other facilities, if any, designated herein as Limited Common Elements, and the cost of the same shall be treated as Common Expenses assessed against all Unit Owners.

7.3. Areas Outside Buildings. All exterior Condominium Property not within the boundaries of the Buildings hereof shall be operated, maintained, replaced and repaired by the Community Association. Such operation and maintenance shall include, but not be limited to, the cost for insurance, landscaping, pavement replacement, directional signs, and shrubbery. The items to be maintained by Community Association shall include, but not be limited to, items such as the parking areas, driveways, roads, and mailboxes if located outside the boundaries of the Buildings, if any.

7.4. Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) if proceeds of insurance are made available therefor, or (iii) except as provided in the Community Declaration or the Master Declaration, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (other than certain of the Limited Common Elements as provided above, and otherwise as provided in this Declaration) shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. Association is bound to comply with all maintenance standards set forth in the Community Declaration and the Master Declaration. In order to operate the Condominium, it is possible that holes may be cut in walls to facilitate the placement of equipment benefiting the Condominium. Further, due to the location of these areas, it is possible that noise or vibration of equipment may be heard or felt inside the Units. The Condominium may be designed with a roof membrane. The roof may contain hooks or other apparatus in the floor or walls that will allow equipment to be used to clean windows of the Condominium. When windows are cleaned, there may be drops or swings placed on the roof. Trellises, if any, forming part of the roof shall be maintained, along with the rest of the roof by Association.

7.5. Common Elements Maintained by Community Association. Section 47 of this Declaration provides for maintenance responsibilities over certain Common Elements by the Community Association.

7.6. Association's Right of Access to Units. Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, Limited Common Elements or to another Unit or Units.

7.7. Light Fixtures. Prior to completion of the last Unit to be constructed in the Community, Developer or its designee, shall have the right but not the obligation, to cause those electric light fixtures which may be attached to the front exterior of the Building between Units, if any, plus those electric street lights adjoined or adjacent to each Building, if any, to be turned on and off via an automatic device. Community Association shall be responsible for the cost of the electricity, maintenance, repair and replacement of all parts of the electric light fixtures, the street lights and the automatic device; provided however, with respect to all lighting attached to the Condominium Building, and the maintenance, repair and replacement of the same (which does not include the street lights), Association may be separately invoiced by Community Association for such costs. In addition, Community Association may require electrical usage for the Condominium Building to be separately metered at the Association's cost, at which time, Association shall be responsible for such electrical costs. The light fixtures that are placed on the Building immediately outside the front exterior of each Unit, if any, will be manually operated by each Unit Owner from within the respective Unit. The replacement and maintenance of these fixtures, as well as the cost of electricity, shall be an expense to the Unit Owner.

7.8. Requirements. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by entities and/or individuals duly insured, licensed, if applicable, and qualified to perform such services.

7.9. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Elements or Limited Common Elements are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Elements or Limited Common Elements and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Elements or Limited Common Elements deemed defective by Developer during its inspections of the same. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy.

7.10. Exterior Appearance. Association is responsible for maintaining the exterior appearance of the Condominium, including, without limitation, painting. Association shall undertake such maintenance only after Community Association provides written approval of such work to the Association and further provided the work is completed in accordance with the architectural restrictions set forth in the Community Declaration.

8. Architectural Control Provisions of Community Declaration and Master Declaration. Each Unit and Unit Owner is subject to the architectural restrictions set forth in the Community Declaration and the Master Declaration, if any.

9. Provisions of Community Declaration, Master Declaration, Club Covenants and The District. Each Unit Owner is subject to all of the terms and conditions set forth in the Community Declaration, the Master Declaration and the Club Covenants (as defined in the Master Declaration) all of which, to the extent appropriate and to the extent the same do not conflict with the powers and duties of Association or the rights of Unit Owners as contained in the Act, are incorporated herein by reference. The Community Association shall have all rights of pedestrian and

vehicular access, ingress and egress over and upon the Condominium Property necessary to exercise its rights and privileges under the Community Declaration. In addition to the foregoing, there may be facilities constructed within the Condominium which may, from time to time, serve the Community or other properties located within the Community. Section 47 of this Declaration addresses this issue more fully. Each Owner acknowledges the existence of the District and the obligation to pay District Debt Service Assessments and District Maintenance Special Assessments as provided in the Master Declaration.

10. Architectural Control by Association. Any alterations, additions and improvements to the Condominium Property shall comply with the following:

10.1. Alterations by Unit Owners Other than Developer. No Unit Owner other than Developer, provided Developer shall hold at least one (1) Unit in the Condominium for sale in the ordinary course of business, shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition in or to the Common Elements (including any Limited Common Element appurtenant to a Unit). Without limiting the generality of the foregoing, no Unit Owner other than Developer, provided Developer shall hold at least one (1) Unit in the Condominium for sale in the ordinary course of business, without having first obtained the prior consent of the Board, shall:

10.1.1. change, modify and remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

10.1.2. change, modify or otherwise affect in any manner any mechanical, Utilities, electrical, plumbing, Telecommunication Services, architectural or structural system or element of the Building; or

10.1.3. remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

10.1.4. cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, any and all of which shall conform to building standards and Rules from time to time promulgated by the Board; or

10.1.5. affix to or cover any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane panel which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

10.1.6. change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors, if any; or

10.1.7. otherwise change, modify or alter the exterior of any Unit or the Building so that it thereby differs in appearance from any other Units of the same type.

10.2. Requests for Approval. All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with (a) two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and (b) such reasonable fee as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of forty-five (45) days after the date of its receipt of any such request within which to approve or disapprove the same. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement. In the event any Unit Owner performs any alterations, improvements, or additions without having obtained the consent of the Board, Association shall have all remedies provided by the Act and the right to seek injunctive relief. In addition, Association may remove or modify any such alterations, improvements or additions at the Unit Owner's expense and shall be entitled to access to the Unit for the purpose of doing so.

10.3. Alterations by Association. Whenever, in the judgment of the Board, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate in any calendar year, Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Voting Interests represented at a meeting at which a quorum is attained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of Fifty Thousand Dollars (\$50,000.00) or less in a calendar year may be made by Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The dollar cap provided in this Section shall be adjusted annually to take into account changes in the cost of living as reflected in any nationally available Consumer Price Index selected by the Board.

10.4. Alterations by Developer. As long as Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

10.4.1. Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

10.4.2. Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to this Declaration which shall contain a survey reflecting the change.

10.5. Government Approval. Each Unit Owner acknowledges and agrees that Board approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Unit Owner of the obligation to obtain necessary governmental approvals at such Unit Owner's sole cost and expense. Additionally, in the event any governmental authority denies a Unit Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the Board previously approved the Unit Owner's planned alterations or improvements by certificate or otherwise). Decisions of the Board with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of the Condominium and such decisions shall not be deemed a waiver of a Unit Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Unit Owner, with or without Board approval, constructs any improvements or makes any changes to his or her Unit without the required governmental permits or approvals, such Unit Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent a Unit Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Unit Owner to repair, remove or reconstruct any unapproved improvement at the Unit Owner's sole and absolute cost, and in the event such Unit Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Unit Owner as an Individual Assessment. Each Unit Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Unit caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

11. Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association. Association shall be the entity responsible for the operation of the Condominium. The powers and duties of Association shall include those set forth in the Articles and By-Laws. Notwithstanding the duty of Association to maintain and repair parts of the Condominium Property, Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair caused by any condition of the Condominium Property.

12. Assessments. Association has been granted the right to make, levy and collect Assessments against the Unit Owners to provide the funds necessary for the proper operation and management of the Condominium. The following provisions shall govern the making, levying and collecting of such Assessments for Common Expenses, and the payment of the costs and expenses of operating and managing the Condominium by Association.

12.1. Determination of Assessments. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be liable for his or her share of all Common Expenses which shall be in the same percentage as his or her ownership of the Common Elements.

12.2. Association as Unit Owner. Should Association become the Unit Owner of a Unit, the Assessment which would otherwise be due and payable to Association by the Unit Owner of such Unit, reduced by the amount of income which may be derived from the leasing of such Unit by Association, shall be apportioned and the Assessment therefor levied ratably among the Owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to the Unit owned by Association.

12.3. Time for Payment. The Assessment for Common Expenses levied against each Unit Owner shall be payable in monthly installments or at such time as shall from time to time be fixed by the Board. The Unit Owner is responsible for the payment of Assessments as of the date that such Unit Owner closes on the purchase of the Condominium Parcel.

12.4. Annual Budget. The Board shall, in accordance with the By-Laws of Association, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium and all property owned by Association, if not an expense of another association, including, to the extent required by law or when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves, and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the Assessment for the year shall be based upon such budget; provided, however, that failure to deliver a copy of the budget to a Unit Owner shall not affect the liability of such Unit Owner for the Assessments. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional Assessment or Assessments as it shall deem necessary. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. Additionally, the charges for Telecommunication Services, if any, to be provided to all of the Units of the Condominium, shall be deemed to be a Common Expense if not an expense of another association (i.e., Community Association). The Board in determining the amount of the Assessments payable by the Unit Owners shall be authorized to include such charges in the estimated operating budget for the Condominium. Accordingly, the provisions contained in Section 13 of this Declaration with respect to the collection of Assessments shall be applicable to the charges for Telecommunication Services if the same are not expenses of and paid by the Community Association.

12.5. Reserve Funds. The Board, in establishing each annual budget, shall include therein sums to be collected and maintained as reserve funds for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units as required by the Act. Developer may vote to waive reserves or reduce the funding of reserves in accordance with the rights and obligations set forth in the Act.

12.6. Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles, or By-Laws shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

12.7. Use Fees. The Board has the right, but not an obligation, to establish use fees ("Use Fees") from time to time for the exclusive use of any portion of the Common Elements. Alternatively, the Board may elect not to charge Use Fees and include the costs of all or any of the foregoing in Common Expenses, which will then be shared by all Unit Owners in accordance with their percentage interest in the Common Elements.

13. Collection of Assessments.

13.1. Delinquency or Default. The payment of any charges or Assessment or installment thereof due to Association shall be in default if not paid to Association on or before the date due. When in default, the delinquent charges, Assessments or installments thereof shall bear interest at the highest rate permissible by law until the same, and all interest due thereon, have been paid in full. Further, Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of twenty five dollars (\$25) or five percent (5%) of each installment of the Assessments for each delinquent installment that the payment is late. Any payment received by Association shall be applied first to any interest accrued by Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessments.

interest
10%

13.2. Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all charges for Assessments for Common Expenses, regular or special, interest on and late fees charged in connection with such delinquent charges, Assessments or installments thereof as above provided, and for all costs of collecting the charges, Assessments and interest thereon, including reasonable attorneys' fees, paraprofessionals' fees and costs (pre-trial and at the trial and appellate levels), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

13.3. Liability not Subject to Waiver. No Unit Owner may exempt himself from liability for any Assessment or charge levied against such Unit Owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or property owned by Association, or by abandonment of the Unit, or in any other manner.

13.4. Lien for Assessment. Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) Assessments levied against the Unit and the Unit Owner(s), thereof, and (2) interest, if any, which may become due on delinquent Assessments or charges owing to Association, and (3) reasonable costs and expenses, including actual attorneys' fees, paraprofessionals' fees and costs (pre-trial and at the trial and appellate levels) which may be incurred by Association in enforcing its lien upon the Unit and its appurtenances, and (4) late fees charged by the Association in connection with delinquent Assessments, as set forth above. The lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Unit Owner if the Unit Owner remains in possession of the Unit after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. The lien of Association shall

also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose, and the priority of the lien shall relate back to the date upon which this Declaration was recorded, except as otherwise provided in the Act. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and/or charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees, paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

13.5. Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating the name and address of Association, the description of the Unit encumbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments and charges which are due and which accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, late fees, costs, attorneys' fees, paraprofessional fees, and advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. Unless otherwise provided pursuant to Florida Statutes, the lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien.

13.6. Effect of Foreclosure or Judicial Sale. Subject to the provisions of Section 13.9 hereof, a Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit Owner, and is also jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Unit Owner may have to recover from the previous Unit Owner the amounts paid by the current Unit Owner.

13.7. Effect of Voluntary Transfer. When a Unit Owner proposes to lease, sell or mortgage the Condominium Parcel in compliance with other provisions of this Declaration, Association, upon written request of Unit Owner shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any Assessment or charge which shall be due and payable to Association by the Unit Owner. Such statement shall be executed by any officer of Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement. In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any Assessment or charge against the Unit Owner and the Unit which is due to Association shall be in default (whether or not a claim of lien has been recorded by Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent Assessment or charge or installment thereof due to Association before payment of the balance of such rent, proceeds of sale or mortgage to the Unit Owner responsible for payment of such delinquent Assessment. With any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and charges against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

13.8. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment or charge shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to it.

13.9. Institutional First Mortgagee.

13.9.1. The liability of an Institutional First Mortgagee is the same as that of any other Owner within the Condominium; except that, unless otherwise provided by Florida Statutes, the liability of an Institutional First Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (i) the Unit's unpaid regular periodic Assessments for Common Expenses which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

13.9.2. The Institutional First Mortgagee or its successor or assignees acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due

shall entitle Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section for the collection of unpaid Assessments.

13.9.3. The provisions of this subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

13.9.4. In the event of the acquisition of title to a Unit by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment or charges as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

13.10. Developer's Liability for Assessments.

13.10.1. Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the date upon which Unit Owners control the Board or one year from the first day of the following month in which the Certificate of Occupancy is issued (the "Guarantee Expiration Date"), provided that the regular monthly Assessments for Common Expenses equally imposed on each Unit Owner other than Developer shall not increase during such period over \$350 and provided further that Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level receivable from Unit Owners. The period that Developer is excused from the payment of the share of Common Expenses and Assessments relating to Units it is offering for sale may be unilaterally extended by Developer for one or more successive periods of three (3) months each until such time as Developer does not own any Units in the Condominium.

13.10.2. No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget for the first twelve (12) months of operation contained in the Offering Circular (Prospectus) delivered to Unit purchasers or Unit Owners when Unit purchasers or Unit Owners contracted to purchase a Unit, if applicable, shall be used for payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association. By way of example, and without limiting the foregoing, if Developer has funded a greater amount than required under this Section, including, but not limited to, loaning Association uncollected Assessments due from Unit Owners which are not timely paid, Association shall refund such amount(s) to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter (e.g., once the amount is finally determined).

13.11. Possession of Unit. Subject to Association's rights under this Declaration and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof) including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit and enjoyment of the Common Elements.

13.12. Certificate of Unpaid Assessments. Association shall provide a certificate stating all Assessments, Special Assessments and other moneys owed to Association by the Unit Owner with respect to the Condominium Parcel, within fifteen (15) days after request by a Unit Owner or Institutional First Mortgagee.

13.13. Acceleration. In the event Association files a claim of lien in connection with a default in the payment of any Assessment by a Unit Owner, Association may accelerate the Assessments then due by such delinquent Unit Owner. Unless otherwise provided pursuant to Florida Statutes, such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

14. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

14.1. Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("Insurance Trustee") hereunder. Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of Insurance Trustee and Association with respect to the requirements of this Declaration. Insurance Trustee (if appointed) shall not be liable for payment of insurance premiums, nor for the renewal or the sufficiency of insurance policies nor for the failure to collect any insurance proceeds. If Association does not appoint an Insurance Trustee, Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The sole duty of Insurance Trustee shall be to receive such proceeds of property insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. Association shall pay a reasonable fee to Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense.

Insurance Trustee shall be liable only for its willful misconduct or gross negligence, and then only for such money as may come into the possession of Insurance Trustee.

14.2. Named Insured. The named insured shall be Association, individually, and as agent for Unit Owners covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds. Named as an insured may also be Association's authorized representative, on behalf of Association, including Insurance Trustee or any successor to Insurance Trustee.

14.2.1. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to Insurance Trustee (if appointed), or to Association (if no Insurance Trustee is appointed), and all policies and endorsements thereto shall be deposited with Insurance Trustee (if appointed) or otherwise with Association.

14.2.2. Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.

14.3. Coverage. Association shall maintain insurance covering the following:

14.3.1. Property Insurance. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as it existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, built-in cabinets or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured, to the extent available, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs so that there will be no co-insurance applicable. The insurance policy shall provide a replacement cost valuation. Such policies may contain reasonable deductible provisions as determined by the Board (and approved by Developer so long as Developer holds a Unit in the Condominium for sale in the ordinary course of business). Such coverage shall afford protection against loss or damage by fire and other hazards covered on an all-risk basis.

14.3.2. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$2,000,000 for each occurrence. The limits required herein can be satisfied by using an umbrella liability policy. Each policy shall have a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

14.3.3. Workers' Compensation Insurance. Workers' compensation including employer's liability in an amount determined by the Board and other mandatory insurance, when applicable.

14.3.4. Flood Insurance. Flood insurance if required or if Association so elects.

14.3.5. Fidelity Insurance. Fidelity insurance, if required under the provisions of the Act, covering all Directors, officers and employees of Association and managing agents who handle Association funds, if any.

14.3.6. Directors and Officers Insurance. Directors and officers insurance, if desired and/or required under the provisions of the Act, covering all Directors, officers and employees of Association, for claims arising out of their alleged "wrongful acts."

14.3.7. Windstorm Coverage. Windstorm coverage if required or Association so elects.

14.3.8. Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.

14.3.9. Waiver of Subrogation. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right of subrogation against Association and against the Unit Owners individually and as a group.

14.4. Premiums. Premiums upon insurance policies purchased by Association shall be paid by Association as a Common Expense. Premiums may be financed in such manner as the Board deems appropriate.

14.5. Proceeds. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.

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

14.7. Distribution of Proceeds. Proceeds of insurance policies received by Insurance Trustee (if appointed) or Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

14.7.1. Expenses of the Trust. All expenses of Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

14.7.2. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. Regardless of any delay in disbursement, only Unit Owners holding title at the time of any disbursement of insurance proceeds shall have any rights to the same.

14.7.3. Failure to Reconstruct or Repair. If elsewhere it is determined in the manner provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.7.2 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners. This is a covenant for the benefit of any Institutional First Mortgagee of a Unit and may be enforced by them.

14.7.4. Certificate. In making the distributions to Unit Owners and their mortgagees, Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President, Vice President or Association's attorney as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution. Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President, Vice-President or Association's attorney to determine whether or not the damaged property is to be reconstructed or repaired.

14.8. Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact 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 in the Condominium Property to purchase and maintain insurance policies, adjust all claims arising under insurance policies purchased by Association, collect and appropriately distribute the proceeds of insurance policies, execute and deliver releases upon the payment of claims and execute any document necessary for the performance of any of the insurance provisions of the Condominium Documents. Association may designate Insurance Trustee to act as the attorney-in-fact.

14.9. Unit Owners Personal Coverage. Unit Owners shall obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, parking space(s), if applicable, including, but not limited to, their personal property (including personal property kept in or on Limited Common Elements), all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, air conditioner air handling equipment, water heaters and built-in cabinets. Unit Owners should also obtain personal liability and living expense insurance. Additionally, insurance policies issued to individual Unit Owners shall, to the extent required by Florida law, include special assessment coverage. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association with respect to the Common Elements, Association Property and/or Association liability shall not cover claims against a Unit Owner due to accidents occurring within his or her Unit, parking space(s) or storage space(s), if any, nor casualty or theft loss to the contents of such Unit, parking space(s) or storage space(s), if any. It shall be the obligation of the individual Unit Owner, the extent required by the Act or otherwise, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association.

15. Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty.

15.1. Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property, the Board shall arrange for the prompt repair and restoration of the Insured Property; provided, however if seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements vote not to proceed with the repair or restoration thereof, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such funds all mortgages and liens on his or her Unit in the order or priority of such mortgages and liens.

15.2. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is the Building, by a majority of Unit Owners. Notwithstanding the foregoing, each mortgagee of a Unit which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.

15.3. Unit Owner Responsibility. If there is damage to those parts of the Condominium for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair. In all other instances, the responsibility for all necessary reconstruction and repair shall be that of Association.

15.4. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which Association has the responsibility of reconstruction and repair, Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

15.5. Special Assessments and Additional Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Unit Owners' respective shares in the Common Elements.

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

15.6.1. Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is less than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to Association by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage as set forth in Section 15.6.2 below.

15.6.2. Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is equal to or more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 15.6.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by Association to supervise the work.

15.6.3. Surplus. It shall be presumed that the first moneys disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that part of a distribution to a Unit Owner which is not in excess of Assessments paid by such Unit Owner into the construction fund shall not be made payable to any mortgagee.

15.6.4. Certificate. Notwithstanding the provisions herein, Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Special Assessments shall be deposited by Association with Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. Insurance Trustee (if appointed) may rely upon a certificate of Association, made by its President or Vice President or Association's attorney, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16. Condemnation.

16.1. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with Insurance Trustee (if appointed).

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

16.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is

terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

16.4.1. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Unit Owner.

16.4.2. Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

16.5. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

16.5.1. Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to Association for any due and unpaid Assessments and Special Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

16.5.2. 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; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

16.5.3. 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 equally among the reduced number of Unit Owners (and among reduced Units).

16.5.4. Special Assessments. If the balance of the award (after payments to the Unit Owner and such Unit Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable percentage shares of those Unit Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

16.5.5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Unit Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Unit Owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

16.6. Taking of Common Elements. Awards for the taking of Common Elements or Limited Common Elements shall be used to render the remaining portion of the Common Elements or Limited Common Elements usable in the manner approved by the Board; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

16.7. Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds (2/3) majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

16.8. Amendment of Declaration. The changes in Units, in the Common Elements, in the Limited Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected 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 the Board.

17. 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:

17.1. Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Elements including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees, shrubbery, or other buildings (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to the person's use of the Common Elements including, without limitation, attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Elements do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

17.2. Awnings, Canopies, Screens and Panels. No awning, canopy screen or panel, including hurricane or storm panels, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or panel has been approved by the Board in writing. Association shall only approve the installation of white accordion style hurricane panels or panels that are removable, all of which shall be of a color approved by the Board in writing. Roll down shutters are not permitted. To the extent a Unit has impact resistant glass in accordance with the current building code, panels are not required. The Board has the absolute discretion to approve or disapprove such awning or canopy or panel.

17.3. Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium.

17.4. Bicycles. Bicycles may not be stored in the balconies, terraces or in any place that causes the bicycle to be visible from the exterior of the Building. Bicycles are not permitted in any lobby, hallway or corridor of the Condominium, if any.

17.5. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

17.6. Effect on Developer, Association. The restrictions and limitations set forth in this Section 17 shall not apply to Developer or to Units owned by Developer unless the Rules of the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.7. Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Community Association and Association may use waterways and lakes, if any, to irrigate Common Elements subject to applicable permitting and Developer shall not be liable for same. Developer may utilize a computerized loop system to irrigate the Common Elements. Any computerized loop irrigation system that is not specifically the maintenance obligation of Association shall be the maintenance obligation of Community Association.

17.8. Exterior Improvements: Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, storm panels, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Board; provided, however, a removable United States of America flag and removable official flags not larger than four and one-half (4 1/2) feet by six (6) feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval.

17.9. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

17.10. Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by Association and shall provide (or if it does not provide; shall automatically be deemed to provide) that (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions, and restrictions of this Declaration (and all exhibits hereto) and with any rules and regulations adopted by Association from time to time before or after execution of the lease, (ii) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, applicable Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association and (iii) Association shall have the unilateral right to all rental payments due to Owner and apply the same against Assessments. In furtherance of such Association right, each Unit Owner hereby acknowledges and agrees that any and all leases entered into by such Unit Owner in connection with his or her Unit shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Unit Owner leasing his or her Unit is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Unit Owner's tenant(s) (or other party in possession of the Unit); and/or (ii) pursuing any and all legal remedies available against such Unit Owner and/or such Unit Owner's tenant(s) including, but not limited to, actions for eviction of such Unit Owner's tenant(s). Unit Owners are responsible for providing to their tenants copies of all such Association documents or instruments. Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 18.2 hereof. No Unit may be leased more than two (2) times per year. Each lease must be for a minimum period of six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased Unit (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Association may also charge a reasonable fee to offset the costs of a background check on tenant (in an amount determined by the Board and not to exceed the amount permitted by the Act). As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be deposited into an account maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 17.10 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 18 hereof.

17.11. Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers deposited in chutes or placed for pick-up in accordance with Rules promulgated by the Board.

17.12. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

17.13. Pets. Each Unit may house domestic cats and/or dogs, unless such animals are of a breed prohibited by County, City or any other ordinance. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the balcony, patio or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the property. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Unit and pets permanently housed in a Unit. Notwithstanding anything to the contrary, seeing-eye dogs shall not be governed by the restrictions contained in this Section.

17.14. Rules and Regulations. Reasonable Rules concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such Rules and amendments thereto shall be furnished by Association to all Unit Owners and residents of the Condominium upon request.

17.15. Signs. No signs, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved in writing by the Board in its sole discretion.

17.16. Units. Each Unit shall be used as a residence only, except as otherwise herein expressly provided, and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance to other Unit Owners and residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' families and guests: (i) the individual

Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such trust or other fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

17.17. Utility Addition. No additional utility fixture or improvement including, without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire shall be added to service any Unit without the prior written consent thereto by the Board.

17.18. Weight and Sound Restriction.

17.18.1. Unless installed by Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. Installation of hard surfaced floor coverings (other than by Developer) in any other areas must have sound absorbent padding approved by the Board, or a less dense floor covering, such as carpeting, must be used in such areas. Use of a hard and/or heavy surface floor covering in a location other than the foyer or the bathrooms must be submitted to and approved by the Board and also meet applicable structural requirements.

17.18.2. The installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building.

17.18.3. The installation of a waterbed must be submitted and approved by the Board. The Board has the absolute right to deny the installation of the waterbed due to the weight restrictions affecting the Condominium. If the installation of a waterbed is approved by the Board, the Board may require Unit Owner to carry flotation insurance as is standard in the industry in an amount deemed reasonable to protect Unit Owner, Association and other Unit Owners against personal injury and property damage to the Unit and the rest of the Condominium.

17.18.4. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies and patios. Any use guidelines set forth by Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements.

17.18.5. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. By way of example, certain fans in the Condominium may run continuously, causing noise and vibration. Noise from stairwells is normal for this type of building. Flushing toilets, generators, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Unit Owners. These sounds are normal, and to be expected. Volumes and pitches may vary, and are not guaranteed. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases Developer from any such warranty and claim for loss or damages resulting from sound transmission.

17.19. Hurricane Panels. Any hurricane panels or other protective devices visible from outside a Unit shall require the prior written approval of the ACC before the same are installed. The ACC will only consider approving white accordion shutters or removable hurricane panels. Roll down shutters shall not be permitted. Panels and/or accordion shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane panels may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise, and if not so opened by a Unit Owner, such panels may be opened by Association at the expense of such Unit Owner. Except as the Board may otherwise decide, panels may not be closed at any time other than a storm event. Any approval of the ACC shall not be deemed an endorsement of the effectiveness of hurricane panels.

18. Selling, Leasing and Mortgaging of Units. In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to or possession of Units by any Unit Owner shall be subject to the following provisions so long as Association exists, which provisions each Unit Owner covenants to observe:

18.1. Transfers Subject to Approval.

18.1.1. Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of Association.

18.1.2. Lease. No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease for any period without approval of Association, except as provided in Section 17.10 hereof.

18.1.3. Gift. If any Unit Owner proposes to transfer a Unit by gift, the proposed transfer shall be subject to the approval of Association.

18.1.4. Other Transfers. If any Unit Owner proposes to transfer his or her title, or any interest therein in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of Association.

18.2. Approval by Association. To obtain approval of Association which is required for the transfer of Units, each Unit Owner shall comply with the following requirements:

18.2.1. Notice to Association.

18.2.1.1. Sale. A Unit Owner intending to make a bona fide sale of his or her Unit, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

18.2.1.2. Lease. A Unit Owner intending to make a bona fide lease of his or her Unit or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

18.2.1.3. Gift; Other Transfers. A Unit Owner who proposes to transfer his or her title by gift or in any other manner not heretofore considered, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

18.2.1.4. Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, Association at its election and without notice may approve or disapprove the transaction or ownership. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

18.2.1.5. Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

18.2.2. Certificate of Approval.

18.2.2.1. Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of County.

18.2.2.2. Lease. If the proposed transaction is a lease then, within fifteen (15) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the lessee.

18.2.2.3. Devise or Inheritance. Any person who has obtained a Unit by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Unit) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Unit as may be reasonably required by the Board and a certified copy of the instrument by which such Unit was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with the following paragraph as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or

disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

18.2.2.4. Gift; Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Unit. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Unit Owner and shall be recorded in the Public Records of County.

18.2.3. Approval of Owner other than an Individual. Inasmuch as the Condominium may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant, or the beneficial owners of the entity of the Unit being approved by Association. Any change in such primary occupant or beneficial owners of the Unit shall be deemed a change of ownership subject to Association approval pursuant to this Section.

18.3. Disapproval by Association. Although a Unit Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

18.3.1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within thirty (30) days after receipt of such notice and information, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Unit Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

18.3.1.1. The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

18.3.1.2. The purchase price shall be paid by cashier's check or federal wire.

18.3.1.3. The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase and shall be upon terms no less favorable than the terms of the disapproved contract.

18.3.1.4. If Association fails to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as elsewhere provided.

18.3.2. Lease. In the event the Board disapproves of a transfer of possession of a Unit by lease, then the Unit Owner shall not lease the Unit to the intended lessee for whom the Unit Owner sought approval.

18.3.3. Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser or purchaser approved by the Board to purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid by federal wire or cashier's check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Unit, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.

18.3.4. Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, Association shall deliver by professional courier, hand delivery or mail or by certified mail, to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of Association regarding occupancy of the Unit and by whom the votes in Association affairs may be cast.

18.4. Mortgage. No Unit Owner may mortgage his or her Unit or any interest therein without the approval of Association except to an Institutional First Mortgagee as defined herein. The approval of any other mortgagee will not be unreasonably withheld, but approval may be subject to certain conditions imposed by Association.

18.5. Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. With the exception of the approval requirements applicable for leasing a Unit, the provisions of this Section 18 shall not apply to Developer.

18.6. Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

18.7. Notice of Lien or Suit.

18.7.1. Notice of Lien. A Unit Owner shall give notice to Association of every lien upon his or her Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

18.7.2. Notice of Suit. A Unit Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Unit; such notice is to be given within five (5) days after the Unit Owner receives knowledge thereof.

18.7.3. Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

19. Compliance and Default. Each Unit Owner, every occupant of a Unit and Association shall be governed by and shall comply with the terms of this Declaration, all exhibits attached hereto, and the Rules. Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

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

19.2. Compliance. In the event a Unit Owner or occupant 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 this Declaration, the Articles, the By-Laws, applicable Rules or any other agreement, document or instrument affecting the Condominium Property or administered by Association, in the manner required, Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to the extent permitted by, and in accordance with, the Act, and to sue in a court of law for damages. In addition, Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

19.3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or Association to comply with the requirements of the Act, this Declaration, the exhibits attached hereto or the Rules, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, paraprofessional fees and costs (at all levels, including trial and appellate levels) as may be awarded by the court.

19.4. No Waiver of Rights. The failure of Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration and the exhibits shall not constitute a waiver of their right to do so thereafter.

19.5. Suspensions or Fines. Unless otherwise provided by the Act, if a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to Association, Association may suspend the right of such Unit Owner or their occupant, licensee or invitee to use the Common Elements or any other Association property until the monetary obligation is paid, provided that such suspension shall not apply to Limited Common Elements intended to be used only by that particular Unit, Common Elements that must be used to access the Unit, public utility services provided to the Unit, parking spaces or elevators. In addition, Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its occupant, licensee, or invitee to comply with any provision of the Condominium Documents. A fine does not become a lien against a Unit and no such fine may exceed one hundred dollars (\$100.00) per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed one thousand dollars (\$1,000.00). To the extent required by the Act, such fines may only be imposed after reasonable notice to the person sought to be fined (i.e., the Unit Owner or such Unit Owner's tenants, guests, licensee and/or invitees) and an opportunity for a hearing before a committee of other Unit Owners who are not Board Members nor persons residing in a Board Members' Unit (the "Violations Committee"). If the Violations Committee does not by a majority vote approve a fine the same may not be imposed. The written notice of violation shall be in writing to the Unit Owner, tenants, guests, licensees and/or invitees and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

Notwithstanding the foregoing and to the extent permitted by the Act, the notice and hearing requirements of this Section shall not apply to the imposition of suspensions or fines against a Unit Owner or a Unit's occupant, licensee or invitee because of a Unit Owner's failure to pay any amounts due to Association. If such a fine or suspension is imposed, the Association may only levy the fine or impose a reasonable suspension at a properly noticed board meeting, and after imposition of such fine or suspension, Association must notify such Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

20. Merger of Condominium and/or Association. When the Board intends to merge the Condominium, or merge Association, the Board shall so notify the Division before taking any action to merge the Condominium or Association. The Condominium may be merged with one or more condominiums within the Community to form a single condominium upon (i) the approval of such Voting Interests of each condominium as is required by each declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the owners of the Condominium Parcels share the Common Expenses and own the Common Surplus, and (ii) the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and/or By-Laws.

21. Termination of Condominium and/or Dissolution of Association. Unless otherwise provided by the Act, when the Board intends to terminate the Condominium, or dissolve Association, the Board shall so notify the Division before taking any action to terminate the Condominium or dissolve Association. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration and the Act, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act in accordance with the Act is authorized by a vote of Unit Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements (after twenty percent (20%) of the Units have been sold to Unit Owners other than Developer, Developer will not vote the Units owned by it for such withdrawal unless the Unit Owners of at least eighty percent (80%) of all other applicable interests in the Common Elements so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit). In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such net proceeds all mortgages and liens of his or her Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a plan of termination prepared in accordance with the Act. This Section may not be amended without the consent of all Institutional First Mortgagees and Developer so long as it owns any Unit. Such prior consent of the Institutional First Mortgagees may not be unreasonably withheld.

22. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, after providing adequate proof of their status and upon written request to Association, to:

22.1. Examine Association's books and records; and require copies of the annual reports and other financial data;

22.2. Receive notice of Association's meetings and attend such meetings;

22.3. Receive notice of an alleged default by any Unit Owner, for whom such Institutional First Mortgagee holds a mortgage, which is not cured within sixty (60) days of notice of default to such Unit Owner;

22.4. Receive notice of any substantial damage or loss arising from a casualty or a condemnation to any portion of the Condominium Property;

22.5. Receive notice of any amendment to this Declaration affecting Unit boundaries or changes in Common Elements or terminating the Condominium; and

22.6. Receive notice of the lapse, cancellation or other material modification of any insurance policy maintained by Association.

23. Covenant Running With The Land. All provisions of this Declaration, the Articles, By-Laws and applicable Rules shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-Laws and applicable Rules by such Unit Owner, tenant or occupant.

24. Developer's and Association's Additional Rights.

24.1. Marketing Items. Developer, its agents, affiliates, or assignees, and any other person or entity designated by Developer, shall have the right to market Units and other property within the Community in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Buildings and the Common Elements. All logos, trademarks, and designs used in connection with the Condominium are the property of Developer, and Association shall have no right to use the same after the Turnover Date (as such term is defined in the By-Laws) except with the express written permission of Developer.

24.2. Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements and Limited Common Elements at any time, even after the Turnover Date, for the purposes of inspection and testing of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements and Limited Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements or Limited Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

24.3. Telecommunications Services.

24.3.1. Right to Contract for Telecommunications Services. Community Association has the paramount right to enter into one or more contracts for the provision of a Telecommunications Service for the Condominium or Community. In the event that the Community Association does not enter into one or more contracts for the provision of a particular Telecommunications Service for the Condominium within one hundred twenty (120) days after Association has given written notice to Community Association of Association's desire to enter into one or more contracts for the provision of a particular Telecommunications Service for the Condominium, Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of such Telecommunications Service for the Condominium. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

24.3.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon the Condominium Property for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Condominium Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of the Condominium Property, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of the Common Expenses of Association and shall be assessed as a part of the Assessments. Notwithstanding the foregoing, from and after the Turnover Date, such easements shall be cancelable by Association in accordance with the terms of the Act.

24.3.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Elements and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Elements and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Elements and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of JP Morgan Chase Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

24.3.4. Developer's Rights. Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation

may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

24.4. Monitoring System.

24.4.1. Right to Install. Subject to rights of the Master Association and the Community Association, Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Unit within the Condominium and/or for the Condominium. Prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Unit Owners specifically acknowledge that the Condominium may, but is not obligated to, have a perimeter access control system, such as walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

24.4.2. Components. The Monitoring System, if installed, may include a central alarm system, wireless communication to Units, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Unit Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer.

24.4.3. Part of Common Expenses. If furnished and installed, the cost of operating and monitoring any Monitoring System may be included in the Common Expenses of Association and may be payable as a portion of the Assessments against Unit Owners. The purpose of the Monitoring System will be to control access to the Condominium. Each Unit Owner understands that the expense of the Monitoring System may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners in County that are not subject to a homeowners association or condominium association.

24.4.4. Unit Owner's Responsibility. All Unit Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events. All Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium.

24.5. Approval by Developer. So long as Developer holds any Units for sale in the ordinary course of business, the following actions may not be taken without Developer's written approval: (i) assessment of Developer

as a Unit Owner for capital improvements; and (ii) action by Association that would be detrimental to the sales of Units by Developer. Additionally, in order to prevent detriment to sales of Units by Developer, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Developer or may otherwise be voided by Developer in its sole and absolute discretion.

24.6. Association's Obligation to Cooperate. Association shall at all times cooperate with every entity comprising Developer. Without limiting the foregoing, Association shall provide Developer with such consents and approvals which Developer may reasonably require in connection with the sale of Units and the development of the Condominium. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control pursuant to Florida law including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

25. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

25.1. IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM AND THE VALUE THEREOF;

25.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

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

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION 25 SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF COUNTY.

26. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE CONDOMINIUM DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO CONDOMINIUM DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT.

27. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY (AS DEFINED IN SECTION 1 OF THIS DECLARATION). DEVELOPER HAS AN OFFICE IN COUNTY AND EACH UNIT IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

28. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH UNIT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE PROVISIONS OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH UNIT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH UNIT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS DECLARATION, EACH UNIT OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH A UNIT OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF UNIT OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. NOTWITHSTANDING THE FOREGOING, THIS PROVISION SHALL NOT ABRIDGE ANY RIGHTS PROVIDED BY THE ACT.

29. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE LAND ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAND. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAND, EACH SUCH UNIT OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES, OR ANY NOISES RESULTING THEREFROM, SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

30. Parking Areas. Due to the climate and annual rainfall in South Florida, and other matters which are beyond Developer's control, it is not unusual to have water accumulation in low level parking areas. Each Unit Owner acknowledges, understands and agrees that any parking areas in the Community which are at or below grade may be subject to water accumulation. All efforts will be made to reduce water accumulation and to keep any water accumulation to a minimum, including pumps which operate to remove water accumulation. However, each Unit Owner acknowledges, understands and agrees that such efforts may not completely alleviate water accumulation in the parking areas in the Community which are at or below grade.

31. Notices. All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association at its office at the Condominium, or to such other address as 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 Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to Association. 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 Association. All notices are effective upon receipt or refusal to accept receipt.

32. Interpretation. The Board 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 counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

33. Mortgagees. Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by Association.

34. Exhibits. All exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.

35. Blocked Views; Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (1) maturation of trees and shrubbery, (2) construction of other condominiums or communities, or (3) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements or Limited Common Elements.

36. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or applicable Rules, such dispute or litigation shall be governed by the laws of the State of Florida.

37. Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Developer warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to Developer or other party against whom relief or recovery is sought (the "Defendant") of the specific Construction Matters complained of and what actions are necessary to cure or correct same and (ii) the Defendant shall have been given at least one hundred twenty (120) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Construction Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Construction Matter(s) and shall have materially failed to do so. If any Construction Matter is not cured or corrected as aforesaid, all applicable parties shall be bound to submit the disputes or claims regarding the Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 37, as shall Association.

38. Eligibility Requirements for Board Membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners. A person who has been convicted of a felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for membership on the Board.

39. Execution of Documents; Attorney-in-Fact. Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Unit Owner's Unit, hereby agrees to execute, at the request of Developer and its affiliates, in order to complete the plan of development of the Community, any and all amendments to the existing documents and as they may be hereafter amended; and each such Unit Owner and/or Association further appoints hereby and thereby Developer as such Unit Owner's and/or Association's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owner and/or Association, any and all of such documents or consents that may be required from time to time by the City, County or applicable governmental subdivisions or agencies where the Condominium is located, including without limitation, documents relating to the site plan entitled "Islands at Doral II." This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

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

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

42. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, By-Laws, and the Rules are fair and reasonable in all material respects.

43. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

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

45. Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

46. Title Documents. Each Unit Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which may include among other items, the following documents recorded or to be recorded in the Public Records of County (collectively, the "Title Documents");

46.1. Plat of Islands At Doral Northwest, recorded in Plat Book 164, Page 34.

46.2. Grant of Easement in favor of Islands At Doral III Community Development District, recorded December 17, 2008 in Official Records Book 26690, Page 1.

46.3. Grant of Easement in favor of Miami-Dade County recorded June 15, 2007 in Official Records Book 25706, Page 2343.

46.4. Easement in favor of Florida Power & Light Company recorded January 10, 2007 in Official Records Book 25265, Page 1224.

46.5. Agreement for Water and Sanitary Sewage Facilities Between Miami-Dade County and Century Partners Group, LTD. and Century Homebuilders, LLC, recorded April 12, 2004 in Official Records Book 22199, Page 431, and modified in the Addendum Number One recorded June 22, 2005 in Official Records Book 23498, Page 4376.

46.6. Notices of Assessment By Islands At Doral III Community Development District recorded October 12, 2004 in Official Records Book 22722, Page 1720 and recorded July 2, 2004 in Official Records Book 22447, Page 3537.

46.7. Resolution No. R-934-04 for adopting preliminary assessment roll providing for annual assessments against real property locating within boundaries of a special taxing district known as ISLANDS AT DORAL NORTHWEST STREET LIGHTING SPECIAL TAXING DISTRICT, recorded September 10, 2004 in Official Records Book 22644, Page 3842, and approved in Ordinance No. 04-140 and recorded September 10, 2004 in Official Records Book 22644, Page 3922 and in Ordinance No.04-141 and recorded September 10, 2004 in Official Records Book 22644, Page 3962.

46.8. Non-Use Commitment No. 1436 by South Florida Water Management District on Lands Deeded By Board of Commissioners of Everglades Drainage District recorded September 2, 2004 in Official Records Book 22628, Page 4513.

46.9. Declaration of Restrictive Covenants recorded June 11, 2004 in Official Records Book 22387, Page 2527.

46.10. Declaration of Restrictions and Covenants for Islands At Doral recorded October 24, 2003 in Official Records Book 21766, Page 3870, and amended in the First Amendment recorded January 28, 2004 in Official Records Book 22008, Page 3279, and further amended in the Second Amendment recorded April 13, 2004 in Official Records Book 22209, Page 4325, and further amended in the Third Amendment recorded March 8, 2005 in Official Records Book 23147, Page 3091, and further amended in the Fourth Amendment recorded November 8, 2005 in Official Records Book 23943, Page 1050.

46.11. Declaration of Restrictions recorded June 30, 2003 in Official Records Book 21378, Page 1716.

46.12. Islands At Doral Club Covenants recorded October 24, 2003 in Official Records Book 21766, Page 3843, and amended in the First Amendment recorded March 8, 2005 in Official Records Book 23147, Page 3083, and further amended in the Second Amendment recorded April 24, 2007 in Official Records Book 25559, Page 2692, and affected by that Assignment and Assumption of Clubhouse Facilities by and between Century Partners Group, Ltd., a Florida corporation and Doral Club, LLC, a Florida limited liability company, recorded July 9, 2007 in Official Records Book 25763, Page 663.

46.13. Easement, Shared Use, and Maintenance Payment agreement for Recreational Facilities to be recorded in the Public Records.

ALL DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Developer's plan of development for the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Unit Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the

agent and/or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Unit Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Unit Owner agrees, by its acceptance of a deed to a Unit: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Unit Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Turnover Date, Association shall assume all of the obligations of Developer under the Title Documents which affect the Condominium unless otherwise provided in the Master Declaration, the Community Declaration, or this Declaration, or by amendment to this Declaration recorded by Developer in the Public Records of County, from time to time, and in the sole and absolute discretion of Developer.

47. Community Association Provisions.

47.1. Landscaping. As more particularly explained in the Community Declaration, Community Association shall maintain and replace all exterior Landscaping. Refer to Sections 9.1 and 10.2 of the Community Declaration for additional information.

47.2. Paved Areas in Parking and Driveways. As more particularly explained in the Community Declaration, to the extent the paved areas in the parking and driveway areas are owned by the Community Association, such paved areas are to be maintained by the Community Association. Refer to Section 9 of the Community Declaration for additional information. Notwithstanding the foregoing, to the extent the District owns the paved areas in the parking and driveway areas, such paved areas may be maintained by the District.

47.3. Easements.

47.3.1. In Favor of Owners in Community. Developer and Association do hereby irrevocably grant and convey to each Owner (as defined in the Community Declaration), resident, tenants their guests and invitees, upon and subject to the terms and conditions hereinafter provided, for the benefit of the Community, in common with others entitled thereto, an irrevocable and perpetual non-exclusive right and easement in, upon, over and across those portions of the Common Elements of the Condominium necessary for the enjoyment and use of the Common Elements.

47.3.2. In Favor of Community Association. Developer and Association do hereby irrevocably grant and convey to Community Association, upon and subject to the terms and conditions hereinafter provided, for the benefit of the Community, in common with others entitled thereto, an irrevocable and perpetual non-exclusive right and easement in, upon, over and across those portions of the Common Elements of the Condominium necessary for Community Association to use and perform its obligations as provided herein and in the Community Declaration.

48. Fannie Mae and HUD Provisions. So long as required in connection with Fannie Mae and/or HUD financing of the purchase of a Condominium Parcel, the following provisions shall supersede other provisions herein to the contrary.

48.1. Eligible Mortgage Holders. The term "Eligible Mortgage Holder, Insurer or Guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in the Condominium that has submitted a written request to Association (i) to be notified on any proposed action requiring the consent of a specified percentage of those holders, insurers or guarantors, (ii) stating the name and address of the entity requesting the information and (iii) stating the Unit number or address of the Unit on which such mortgage holder, insurer or guarantor has the mortgage.

48.2. Notice Rights of Eligible Holders, Insurers or Guarantors. Eligible Mortgage Holders, Insurers or Guarantors of a first mortgage on a Unit in the Condominium have, upon written request, the right to timely written notice of:

48.2.1. Any proposed amendment to the Condominium Documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in Association allocated to each Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted;

48.2.2. Any proposed termination of the Condominium;

48.2.3. Any condemnation loss or casualty loss that affects either a material portion of the Condominium or any Unit secured by a mortgage;

48.2.4. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage;

48.2.5. Any lapse, cancellation, or material modification of any insurance policy maintained by Association; and

48.2.6. Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

48.3. Other Provisions for First Lien Holders. To the extent possible under applicable law, the following protections for the benefit of first mortgage holders must be legally binding with respect to the Condominium by virtue of the Condominium Documents, applicable law or otherwise:

48.3.1. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated, is obtained.

48.3.2. Any action to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property must be agreed to by Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and by the Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated.

48.3.3. Unless the formula for reallocation of interest in the Common Elements after a partial condemnation or partial destruction of the Condominium is fixed in advance by this Declaration or by applicable law, no reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium may be affected without the approval of the Eligible Holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

48.4. Additional Provisions for Termination of Condominium and Amendment to Condominium Documents. The provisions of this Section 48.4 do not apply to amendments to the Condominium Documents or termination of the Condominium made as a result of destruction, damage or condemnation, as provided for in Section 48.3 hereof.

48.4.1. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of the Eligible Mortgage Holders to which at least sixty-seven percent (67%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Condominium.

48.4.2. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to materially amend any provision of Condominium Documents or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following and/or any items listed as material provisions in Section 601.03 of Part VIII (Project Standards), Chapter 6 (Legal Requirements) of the Fannie Mae Selling Guide dated as of April 30, 1993:

- 48.4.2.1. Voting;
- 48.4.2.2. Assessments, assessment liens or subordination of such liens;
- 48.4.2.3. Reserves for maintenance, repair and replacement of the Common Elements;
- 48.4.2.4. Insurance or Fidelity Bonds;
- 48.4.2.5. Right to use of the Common Elements;
- 48.4.2.6. Responsibility for maintenance and repair of the separate portions of the Condominium;
- 48.4.2.7. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- 48.4.2.8. Boundaries of any Unit;
- 48.4.2.9. The interest in the Common Elements or Limited Common Elements;
- 48.4.2.10. Convertibility of Units into Common Elements or of Common Elements into Units;
- 48.4.2.11. Leasing of Units;
- 48.4.2.12. 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 in the Condominium; or

48.4.2.13. Establishment of self-management by Association where professional management has been in place.

48.4.2.14. Any other amendment of a material and adverse nature to Eligible Mortgage Holders.

48.4.3. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to amend any provisions included in the Condominium Documents which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

48.5. Implied Approval. With regard to approvals required under Section 48.3 and Section 48.4 hereof, implied approval will be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail with a "return receipt" requested.

48.6. Failure to Pay Assessments. Assessments against a Unit are the personal obligation of the Owner who owned the Unit at the time the Assessment became due and should not pass to successors in title unless the successor in title agrees to assume the obligation, or if required under applicable law. Successors in title, regardless of how title was acquired, are liable for Assessments which come due while a Unit Owner.

48.7. Insurance Coverages. Association must maintain insurance coverage required by law, such as workmen's compensation insurance. Without limiting or diminishing the responsibilities of the mortgagee under the HUD mortgage insurance contract to obtain and maintain insurance in an amount sufficient to protect the security against the risk or hazards to which the property may be subjected, Association is required to maintain adequate blanket hazard insurance, property insurance, liability insurance, flood insurance, fidelity bond coverage and workmen's compensation insurance. Association shall comply with all of the insurance requirements set forth in Section 14 of Appendix 24 of HUD Handbook 4265.1, dated as of December 1980, as amended from time to time.

48.8. Rights of Action. Aggrieved Unit Owners and Association shall have rights of action against Unit Owners who fail to comply with the provisions of the Condominium Documents or the decisions made by Association. Unit Owners shall have similar rights of action against Association.

48.9. Reserves. Notwithstanding anything to the contrary set forth in Section 12.5 of this Declaration, Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements as required by the Act, which funds shall be maintained out of regular assessments for Common Expenses.

48.10. Ingress and Egress to Unit. Each Unit Owner has an unrestricted and perpetual right of ingress and egress to his/her Unit. This right passes with each Unit as transfers of ownership of each Unit occur.

48.11. Leases. All leases for the leasing of Units must be in writing and specifically provide that the lease is subject to all of the terms set forth in the Condominium Documents. Unit Owners may not enter into a lease for a term of less than six (6) consecutive months.

48.12. Availability of Documents. During normal business hours, Association shall be required to make available to prospective purchasers, Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Condominium Documents, and the most recent annual audited financial statement, if such is prepared. In addition to the items listed, Association shall be required to make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit current copies of rules governing the Condominium, and other books, records and financial statements of Association. The requirement to make documents available shall not be interpreted as a requirement to provide copies at no charge. In the event that copies of the documents are requested, Association may charge for the reasonable costs of copying the documents requested.

48.13. Audited Financial Statements. Upon written request from an Eligible Mortgage Holder, Insurer, or Guarantor, or any of the agencies or corporations which have an interest or prospective interest in a Unit in the Condominium, Association shall be required to prepare and furnish within a reasonable time an audited financial statement of Association for the immediately preceding fiscal year. Such audited financial statements shall be available within one hundred twenty (120) days of Association's fiscal year end.

48.14. Contracts or Leases. Without limiting any applicable requirements set forth in the Act, Association may enter into the following types of agreements so long as Association has a right of termination thereof which is exercisable without penalty at any time after the Turnover Date upon not more than ninety (90) days notice to the other party and any such agreements are for a specific term (i.e., not indefinite):

48.14.1. Any management contract, employment contract or lease of recreational or parking areas or facilities;

48.14.2. Any contract or lease, including franchises and licenses, to which a Developer is a party.

48.15. Developer as Owner. Notwithstanding the Turnover Date requirements set forth in the By-Laws, Developer has the right as a Unit Owner to exercise the votes allocated to Units which Developer owns; provided, however, Developer is subject to the voting restrictions set forth in Section 718.301 of the Florida Statutes.

48.16. Transition Committee. Developer will create a transition committee to provide for and foster early participation of Unit Owners in the management of the Condominium.

48.17. Easement for Encroachments. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist for as long as the encroachment exists so long as the physical boundaries of the Units are in substantial accord with the description of those that appear in this Declaration.

48.18. Right of First Refusal. Unit Owners may transfer Units free of any right of first refusal restrictions.

48.19. Ownership. Each Unit Owner shall receive a fee simple estate in their respective Unit, along with an undivided share in the Common Elements and the exclusive use of certain Limited Common Elements, as set forth in this Declaration. Any conveyance of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

48.20. Right of Entry Upon Units and Limited Common Elements. Association shall have the irrevocable right to enter upon any Unit and Limited Common Elements to effect emergency repairs, and an irrevocable reasonable right of entry thereupon to perform other repairs, improvements, replacement or maintenance deemed necessary.

48.21. Common Expenses. Without limiting the definition of Common Expenses in Section 2 of this Declaration, HUD requires that the definition of Common Expenses mean expenditures made or liabilities incurred by or on behalf of Association, together with assessments for the creation and maintenance of reserves.

48.22. Foreclosure and Extinguishment of Subordinate Lien. Notwithstanding anything in this Declaration to the contrary, with respect to HUD financing of the purchase of a Condominium Parcel, a lien for Assessments pursuant to Section 13.9.1 of this Declaration shall not be affected by the sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage by an Institutional Lender shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any Assessments thereafter becoming due. With respect to Fannie Mae financing of the purchase of a Condominium Parcel, any Institutional Lender who obtains title to a Condominium Parcel pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Condominium Parcel's unpaid Assessments or charges accrued before acquisition of the title to the Condominium Parcel by the Institutional Lender. If the Association's lien priority includes costs of collecting unpaid Assessments, the lender will be liable for any fees for costs related to the collection of such unpaid Assessments.

48.23. Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit in any proceedings, negotiations, settlements or agreements regarding respecting or relating to the settlement on any insurance claims or condemnation awards.

48.24. Allocation of Proceeds. Any and all losses, awards or proceeds from the condemnation, destruction or liquidation of all or part of the Condominium, or from the termination or dissolution of Association, shall be payable to Association, or to the insurance trustee, for the benefit of the Unit Owners and their mortgage holders. The distribution of funds to Unit Owners in connection with the termination of the Condominium should be based on each Unit Owner's share of the undivided percentage interest in the Common Elements and Common Surplus as described in Section 5.1 of this Declaration.

48.25. Delinquent Assessments. If six (6) or fewer months of delinquent Assessments have priority over the mortgage lien, the Federal National Mortgage Association ("FNMA") will purchase the mortgage; however, if FNMA subsequently acquires title to the Unit by foreclosure, FNMA will not be liable for any fees or charges related to the collection of the six (6) months of unpaid dues or charges that accrued before FNMA acquired title to the Unit.

48.26. First Mortgagee's Rights Confirmed. No provision of the Condominium Documents shall give a Unit Owner or other party priority over any rights of the Institutional First Mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]

48.27. **Additional Rights of Association.** In addition to other rights that Association has, Association has the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the proper operation of the Condominium.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 20th day of July, 2010.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: Lizeth Franco

By: [Signature]

Name: Miguel Ariza

Title: Authorized Agent

Print Name: Eleana Arguello

(SEAL)

STATE OF FLORIDA)

SS.:

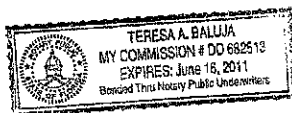
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20th day of July, 2010 by Miguel Ariza, as Authorized Agent of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification.

My commission expires:

NOTARY PUBLIC
State of Florida at Large

Print Name Teresa A Baluja



JOINDER

FVP PROMENADE LLC

FVP PROMENADE LLC ("FVP") does hereby join in the Declaration of Condominium for St. Moritz at Doral Condominium ("Declaration") to which this Joinder is attached, and agrees to the submission of the Condominium Property to the condominium form of ownership in the manner set forth in the foregoing Declaration. FVP further agrees that the terms of the Declaration are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20 day of July, 2010.

WITNESSES:

FVP PROMENADE LLC, a Florida limited liability company

By: DORAL PROMENADE GROUP, LLC, a Florida limited liability company, its Manager

By: FLORIDA VALUE PARTNERS, LLC, a Florida limited liability company, its Manager

Print Name: Reynaldo Villar

Print Name: Louises Reyes

By: [Signature]

Name: Alicia Pin A

Title: managing member

STATE OF FLORIDA)
COUNTY OF DADE) SS.:

The foregoing instrument was acknowledged before me this 20th day of July, 2010 by Alicia Pin A, as MANAGING MEMBER of FLORIDA VALUE PARTNERS, LLC, a Florida limited liability company, Manager of DORAL PROMENADE GROUP, LLC, a Florida limited liability company, Manager of FVP PROMENADE LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the companies.



NOTARY PUBLIC
State of Florida at Large
Print Name: Louises Reyes

JOINDER

ST. MORITZ AT DORAL HOMEOWNERS ASSOCIATION, INC.

THE ST. MORITZ AT DORAL HOMEOWNERS ASSOCIATION, INC. ("Community Association") does hereby join in the Declaration of Condominium for St. Moritz at Doral Condominium (the "Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Community Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Declaration, as Community Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20th day of July, 2010.

WITNESSES:

[Signature]
Print Name: Olga Hernandez
[Signature]
Print Name: Orta Rodriguez

ST. MORITZ AT DORAL HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

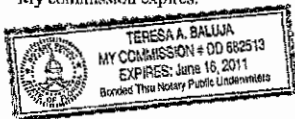
By: [Signature]
Name: Maria Carolina Herrera
Title: President

{SEAL}

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20th day of July, 2010 by Maria Carolina Herrera, as President of ST. MORITZ AT DORAL HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced as identification, on behalf of the corporation.

My commission expires:



NOTARY PUBLIC
State of Florida at Large

Print Name Teresa A. Baluja

St. Moritz at Doral Condominium
Declaration

Exhibit 1-A

**LEGAL DESCRIPTION AND SKETCH OF PHASE I WITH SURVEYOR'S
CERTIFICATE**

St. Moritz at Doral Condominium
Declaration

HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (SR 82)

SNAPPER CREEK CANAL EXTENSION

PORTION OF TRACT "I"
"ISLANDS AT DORAL NORTHWEST"
(P.B. 164, PG. 34)

BUILDING 5

N.W. 90th STREET

N.W. 148th AVENUE

N.W. 88th STREET

N.W. 15th PLACE
N.W. 88th STREET



LOCATION AND KEY MAP

PORTION OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North Arrow Direction and Bearings shown hereon are based on assumed value of N89°36'21"E, along the North Line of Tract "I", of "ISLANDS AT DORAL NORTHWEST", as recorded in Plat Book 164, Page 34 of the Public Records of Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflicts existing or arising out of the creation of the Easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: JUNE 08, 2010.

Revision:

Revision:

Edwin Fernandez, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No. 5676

St. Moritz at Doral/ BUILDING 5



FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LOCATION MAP AND NOTES		
PREPARED FOR: LENNAR HOMES, LLC.		
DRAWN BY: E.R.	DATE: JUNE 08, 2010.	SHEET: 1 OF 3 SHEETS
ENG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT NO: 10-039-1004	

LEGAL DESCRIPTION:

A Portion of Tract "I", of "ISLANDS AT DORAL NORTHWEST", according to the Plat thereof, as recorded in Plat Book 164, at Page 34, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Tract "I"; thence S89deg36min21secW, along the North Line of said Tract "I", for a distance of 32.39 feet; thence S00deg23min39secE for a distance of 214.83 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S00deg23min39secE for a distance of 112.00 feet; thence S89deg36min21secW for a distance of 7.20 feet; thence S00deg23min39secE for a distance of 38.68 feet; thence S89deg36min21secW for a distance of 38.68 feet; thence S00deg23min39secE for a distance of 7.20 feet; thence S89deg36min21secW for a distance of 197.33 feet; thence N00deg23min39secW for a distance of 67.70 feet; thence N89deg36min21secE for a distance of 175.52 feet; thence N00deg23min39secW for a distance of 90.18 feet; thence N89deg36min21secE for a distance of 67.70 feet to the POINT OF BEGINNING.

Containing 21,962.44 Sq Ft.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE

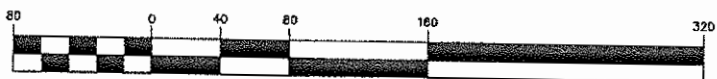
St. Moritz at Doral/ BUILDING 5



FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT		SKETCH AND LEGAL DESCRIPTION	
SHEET NAME		LEGAL DESCRIPTION TO ACCOMPANY SKETCH	
PREPARED FOR:		LENNAR HOMES, LLC.	
DRAWN BY:	E.R.	DATE:	JUNE 08, 2010.
DATE CHECKED BY:		SCALE:	N/A
CHECKED BY:		PROJECT NO:	10-039-1004
		SHEET:	2
		of 3 SHEETS	

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.



TRACT 17
"FLORIDA FRUIT LANDS
COMPANY'S SUBDIVISION NO. 1"
(P.B. 2, PG. 17)

P.O.C.
NORTHEAST CORNER
TRACT "T"
(P.B. 164, PG. 34)

EAST LINE OF TRACT "T"
(P.B. 164, PG. 34)

NW. 1/4 14th AVENUE

P.O.B.

S00°23'39"E 214.81'

S00°23'39"E 112.00'

S00°23'39"E 38.68'

S89°36'21"W 32.35'

N89°36'21"E 67.70'

N00°23'39"W 90.18'

S00°23'39"E 7.80'

S89°36'21"W 38.68'

N89°36'21"E 175.52'

BUILDING 5

S89°36'21"W 107.33'

N00°23'39"W 67.70'

PORTION OF TRACT "T"
"ISLANDS AT DORAL NORTHWEST"
(P.B. 164, PG. 34)

PORTION OF TRACT "T"
"ISLANDS AT DORAL NORTHWEST"
(P.B. 164, PG. 34)

St. Moritz at Doral/ BUILDING 5



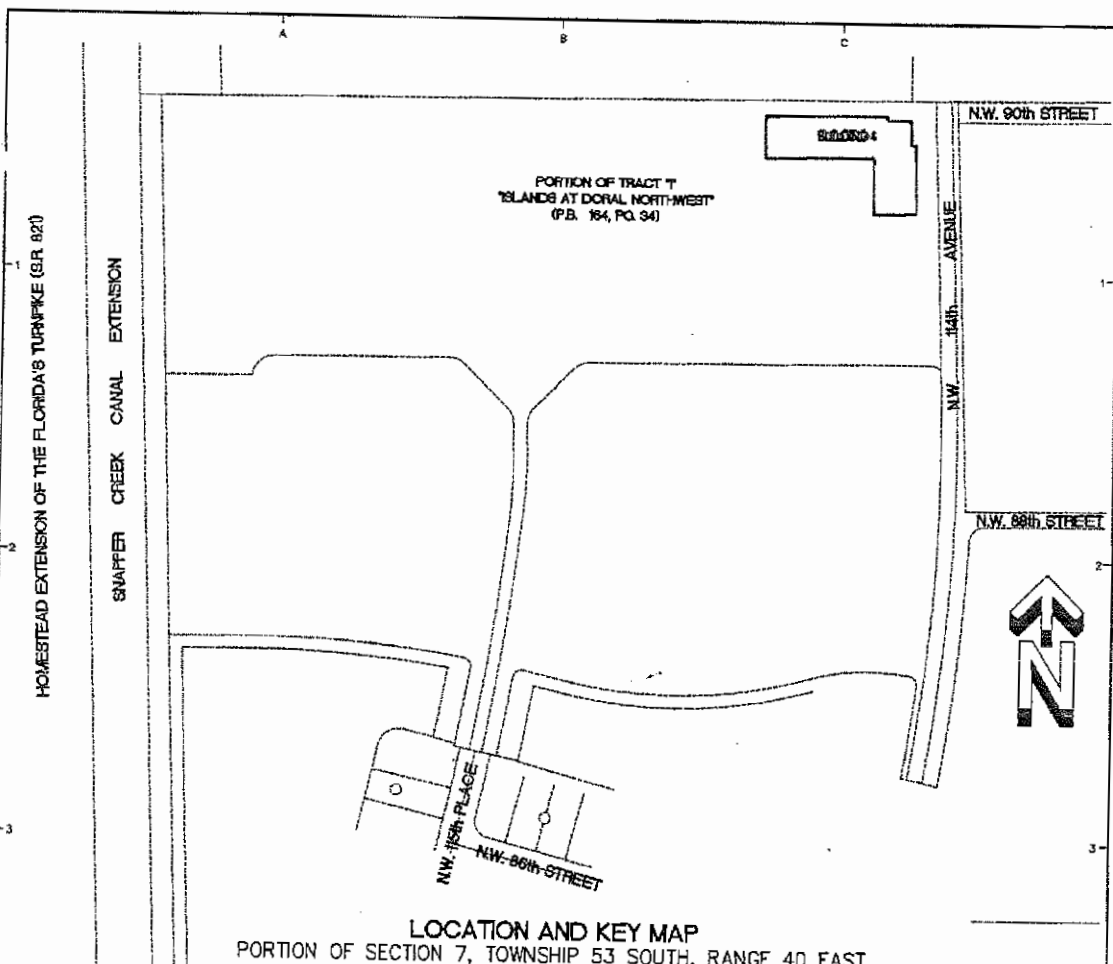
FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
PREPARED FOR:	LENNAR HOMES, LLC.	
DRAWN BY:	E.R.	DATE: JUNE 08, 2010.
DWG. CHECKED BY:		SCALE: 1" = 80'
CHECKED BY:		PROJECT No: 10-039-1004
		SHEET: 3
		OF 3 SHEETS

Exhibit 1-B

**LEGAL DESCRIPTION AND SKETCH OF PHASE II WITH SURVEYOR'S
CERTIFICATE**

St. Moritz at Doral Condominium
Declaration



LOCATION AND KEY MAP
 PORTION OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
 CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
 (NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North Arrow Direction and Bearings shown hereon are based on assumed value of N89°36'21"E, along the North Line of Tract "I", of "ISLANDS AT DORAL NORTHWEST", as recorded in Plat Book 164, Page 34 of the Public Records of Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflicts existing or arising out of the creation of the Easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Herby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: JUNE 14, 2010.

Revision:

Revision:

Edwin Fernandez, P.S.M.
 Professional Surveyor and Mapper
 State of Florida, Registration No. 5676

St. Moritz at Doral/ BUILDING 4



FORD, ARMENTEROS & MANUCY, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LOCATION MAP AND NOTES		
PREPARED FOR: LENNAR HOMES, LLC.		
DRAWN BY: E.R.	DATE: JUNE 14, 2010.	SHEET: 1 OF 3 SHEETS
ENG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 10-039-1004	

LEGAL DESCRIPTION:

A Portion of Tract "I", of "ISLANDS AT DORAL NORTHWEST", according to the Plat thereof, as recorded in Plat Book 164, at Page 34, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Tract "I"; thence S89deg36min21secW, along the North Line of said Tract "I", for a distance of 78.27 feet; thence S00deg23min39secE for a distance of 24.90 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S00deg23min39secE for a distance of 7.20 feet; thence N89deg36min21secE for a distance of 38.68 feet; thence S00deg23min39secE for a distance of 38.68 feet; thence N89deg36min21secE for a distance of 7.20 feet; thence S00deg23min39secE for a distance of 112.00 feet; thence S89deg36min21secW for a distance of 67.70 feet; thence N00deg23min39secW for a distance of 90.18 feet; thence S89deg36min21secW for a distance of 175.52 feet; thence N00deg23min39secW for a distance of 67.70 feet; thence N89deg36min21secE for a distance of 197.33 feet to the POINT OF BEGINNING.

Containing 21,962.44 Sq Ft.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE

St. Moritz at Doral/ BUILDING 4



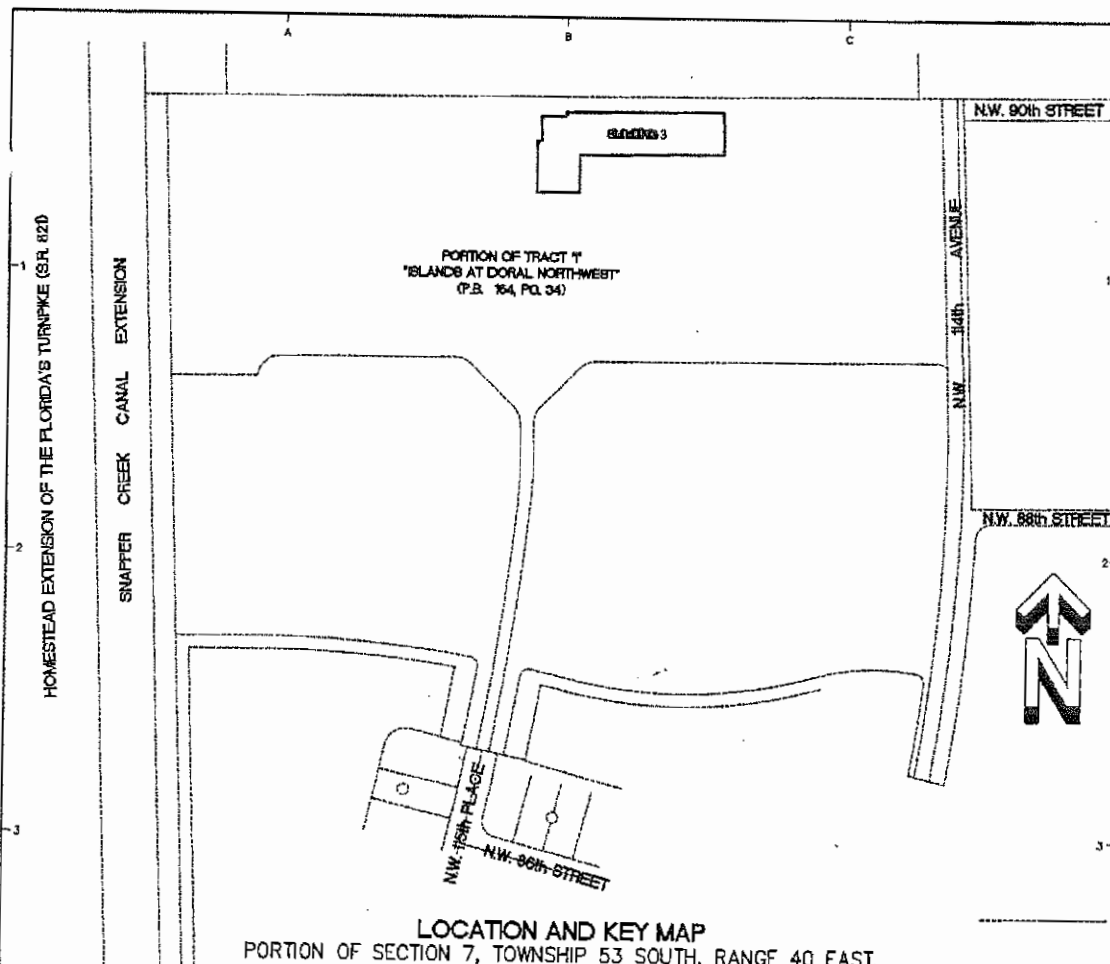
FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:		SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:		LEGAL DESCRIPTION TO ACCOMPANY SKETCH	
PREPARED FOR:		LENNAR HOMES, LLC.	
DRAWN BY:	E.R.	DATE:	JUNE 14, 2010.
CHK. CHECKED BY:		SCALE:	N/A
CHECKED BY:		PROJECT No:	10-039-1004
		SHEET:	2
		of 3 SHEETS	

Exhibit 1-C

LEGAL DESCRIPTION AND SKETCH OF PHASE III WITH SURVEYOR'S
CERTIFICATE

St. Moritz at Doral Condominium
Declaration



LOCATION AND KEY MAP
 PORTION OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
 CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
 (NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North Arrow Direction and Bearings shown hereon are based on assumed value of N89°36'21"E, along the North Line of Tract "I", of "ISLANDS AT DORAL NORTHWEST", as recorded in Plat Book 164, Page 34 of the Public Records of Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflicts existing or arising out of the creation of the Easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: JUNE 14, 2010.

Revision:

Revision:

Edwin Fernandez, R.S.M.
 Professional Surveyor and Mapper
 State of Florida, Registration No. 5676

St. Moritz at Doral/ BUILDING 3



FORD, ARMENTEROS & MANUCY, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LOCATION MAP AND NOTES		
PREPARED FOR: LENNAR HOMES, LLC.		
DRAWN BY: E.R.	DATE: JUNE 14, 2010.	SHEET: 1
ENG. CHECKED BY:	SCALE: N/A	OF 3 SHEETS
CHECKED BY:	PROJECT No: 10-039-1004	

LEGAL DESCRIPTION:

A Portion of Tract "I", of "ISLANDS AT DORAL NORTHWEST", according to the Plat thereof, as recorded in Plat Book 164, at Page 34, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Tract "I"; thence S89deg36min21secW, along the North Line of said Tract "I", for a distance of 351.28 feet; thence S00deg23min39secE for a distance of 24.90 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S00deg23min39secE for a distance of 67.70 feet; thence S89deg36min21secW for a distance of 232.85 feet; thence S00deg23min39secE for a distance of 60.85 feet; thence S89deg36min21secW for a distance of 67.70 feet; thence N00deg23min39secW for a distance of 82.67 feet; thence N89deg36min21secE for a distance of 7.20 feet; thence N00deg23min39secW for a distance of 38.68 feet; thence N89deg36min21secE for a distance of 38.68 feet; thence N00deg23min39secW for a distance of 7.20 feet; thence N89deg36min21secE for a distance of 254.67 feet to the POINT OF BEGINNING.

Containing 23,857.73 Sq Ft.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE

St. Moritz at Doral/ BUILDING 3



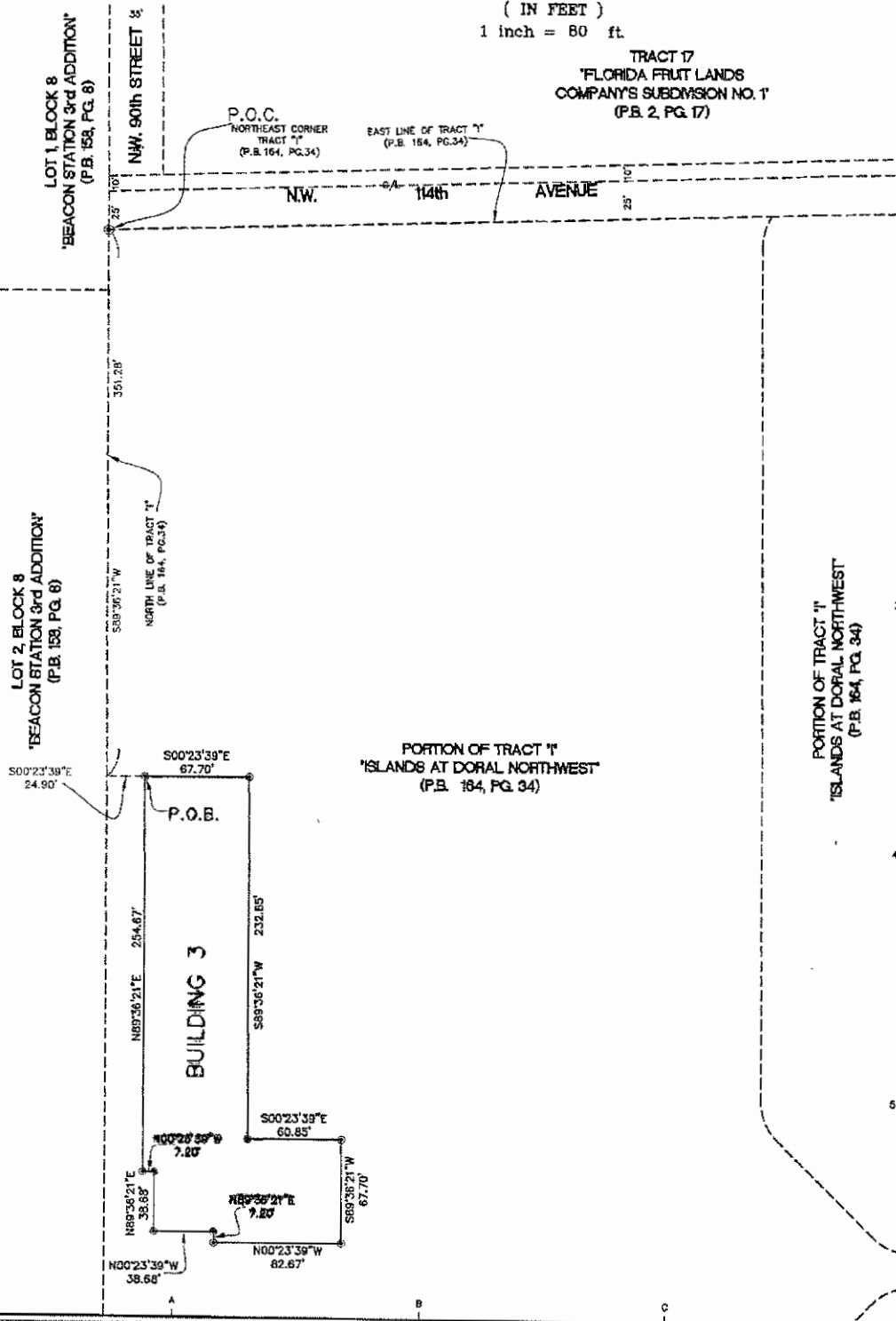
FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-8472
FAX (305) 470-2805

TYPE OF PROJECT:		SKETCH AND LEGAL DESCRIPTION		SHEET: 2 OF 3 SHEETS
SHEET NAME:		LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR:		LENNAR HOMES, LLC.		
DRAWN BY:	E.R.	DATE:	JUNE 14, 2010.	
DWG. CHECKED BY:		SCALE:	N/A	
CHECKED BY:		PROJECT No:	10-039-1004	

ENGINEERING AND SURVEYING SKETCH AND LEGAL DESCRIPTION AT 156 OF DORAL, 10-039-1004 (BUILDING 14) DWS



(IN FEET)
1 inch = 80 ft.



St. Moritz at Doral/ BUILDING 3



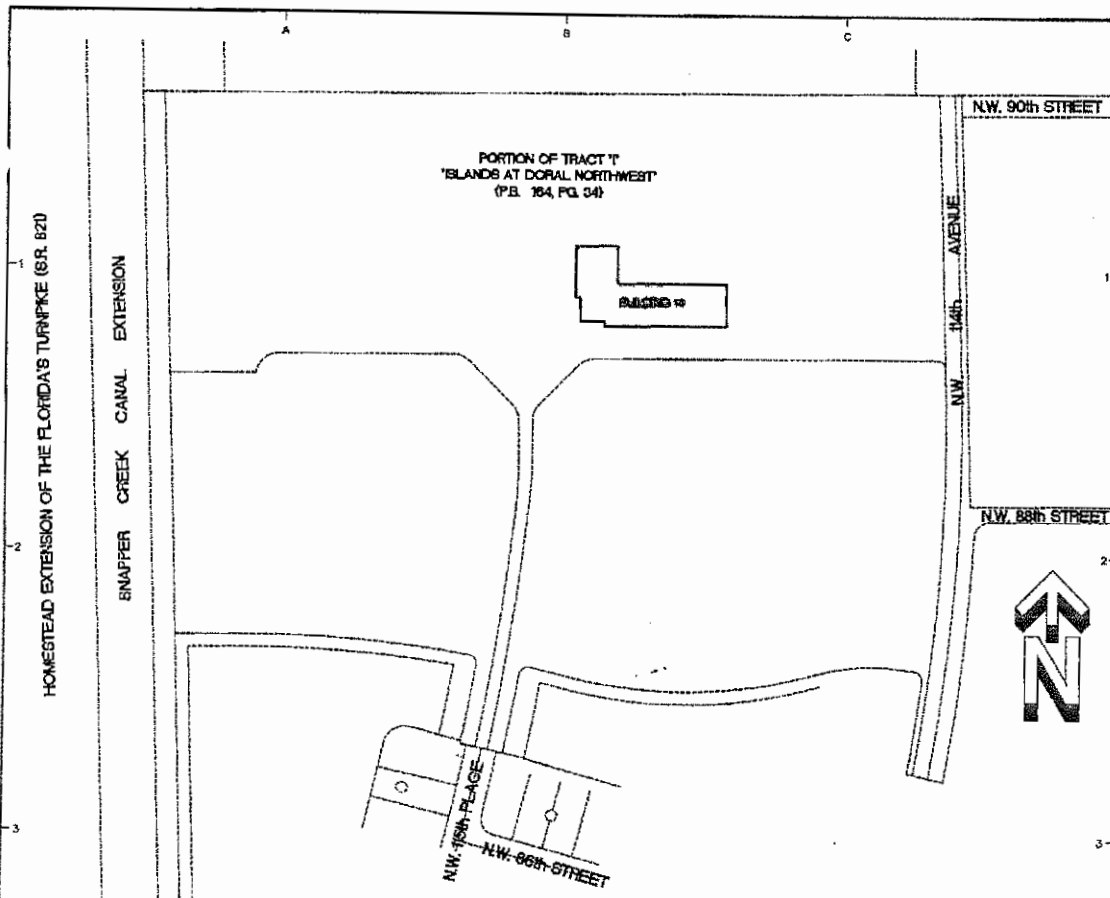
FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME	SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
PREPARED FOR	LENNAR HOMES, LLC.		
DRAWN BY	E.R.	DATE	JUNE 14, 2010.
DATE CHECKED BY		SCALE	1" = 80'
CHECKED BY		PROJECT No.	10-039-1004
		SHEET	3
		OF 3 SHEETS	

Exhibit 1-D

**LEGAL DESCRIPTION AND SKETCH OF PHASE IV WITH SURVEYOR'S
CERTIFICATE**

St. Moritz at Doral Condominium
Declaration



LOCATION AND KEY MAP
 PORTION OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
 CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
 (NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North Arrow Direction and Bearings shown hereon are based on assumed value of N89°36'21"E, along the North Line of Tract "I", of "ISLANDS AT DORAL NORTHWEST", as recorded in Plat Book 164, Page 34 of the Public Records of Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflicts existing or arising out of the creation of the Easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: JUNE 08, 2010.

Revision:

Revision:

Edwin Fernandez, P.S.M.
 Professional Surveyor and Mapper
 State of Florida Registration No. 5676

St. Moritz at Doral / BUILDING 14



FORD, ARMENTEROS & MANUCY, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LOCATION MAP AND NOTES		
PREPARED FOR: LENNAR HOMES, LLC.		
DRAWN BY: E.R.	DATE: JUNE 08, 2010.	SHEET: 1
CHK. CHECKED BY:	SCALE: N/A	OF 3 SHEETS
CHECKED BY:	PROJECT No: 10-039-1004	

LEGAL DESCRIPTION:

A Portion of Tract "I", of "ISLANDS AT DORAL NORTHWEST", according to the Plat thereof, as recorded in Plat Book 164, at Page 34, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Tract "I"; thence S89deg36min21secW, along the North Line of said Tract "I", for a distance of 343.45 feet; thence S00deg23min39secE for a distance of 305.01 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S00deg23min39secE for a distance of 67.70 feet; thence S89deg36min21secW for a distance of 197.33 feet; thence N00deg23min39secW for a distance of 7.20 feet; thence S89deg36min21secW for a distance of 38.68 feet; thence N00deg23min39secW for a distance of 38.68 feet; thence S89deg36min21secW for a distance of 7.20 feet; thence N00deg23min39secW for a distance of 82.67 feet; thence N89deg36min21secE for a distance of 67.70 feet; thence S00deg23min39secE for a distance of 60.85 feet; thence N89deg36min21secE for a distance of 175.52 feet to the POINT OF BEGINNING.

Containing 19,976.65 Sq Ft.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE

St. Moritz at Doral / BUILDING 14



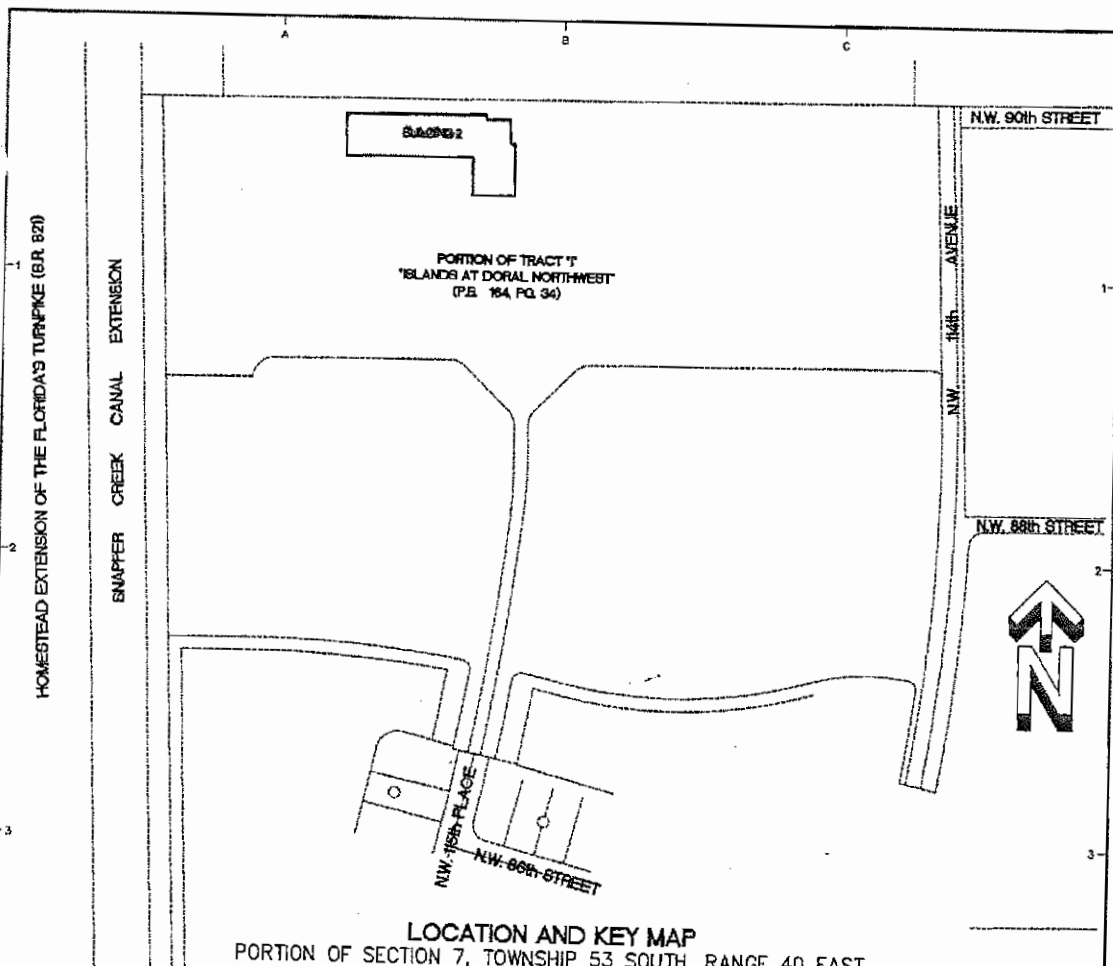
FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR: LENNAR HOMES, LLC.		
DRAWN BY: E.R.	DATE: JUNE 08, 2010.	SHEET: 2
DWG. CHECKED BY:	SCALE: N/A	OF 3 SHEETS
CHECKED BY:	PROJECT No: 10-039-1004	

Exhibit 1-E

**LEGAL DESCRIPTION AND SKETCH OF PHASE V WITH SURVEYOR'S
CERTIFICATE**

St. Moritz at Doral Condominium
Declaration



LOCATION AND KEY MAP
 PORTION OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
 CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
 (NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North Arrow Direction and Bearings shown hereon are based on assumed value of N89°36'21"E, along the North Line of Tract "I", of "ISLANDS AT DORAL NORTHWEST", as recorded in Plat Book 164, Page 34 of the Public Records of Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflicts existing or arising out of the creation of the Easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: JUNE 14, 2010.

Revision:

Revision:

Edwin Fernandez, P.S.M.
 Professional Surveyor and Mapper
 State of Florida, Registration No. 5676

St. Moritz at Doral/ BUILDING 2



FORD, ARMENTEROS & MANUCY, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LOCATION MAP AND NOTES		
PREPARED FOR: LENNAR HOMES, LLC.		
DRAWN BY: E.R.	DATE: JUNE 14, 2010.	SHEET: 1 of 3 SHEETS
CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 10-039-1004	

LEGAL DESCRIPTION:

A Portion of Tract "I", of "ISLANDS AT DORAL NORTHWEST", according to the Plat thereof, as recorded in Plat Book 164, at Page 34, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Tract "I"; thence S89deg36min21secW, along the North Line of said Tract "I", for a distance of 727.53 feet; thence S00deg23min39secE for a distance of 24.90 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S00deg23min39secE for a distance of 7.20 feet; thence N89deg36min21secE for a distance of 38.68 feet; thence S00deg23min39secE for a distance of 38.68 feet; thence N89deg36min21secE for a distance of 7.20 feet; thence S00deg23min39secE for a distance of 82.67 feet; thence S89deg36min21secW for a distance of 67.70 feet; thence N00deg23min39secW for a distance of 60.85 feet; thence S89deg36min21secW for a distance of 204.85 feet; thence N00deg23min39secW for a distance of 67.70 feet; thence N89deg36min21secE for a distance of 226.67 feet to the POINT OF BEGINNING.

Containing 21,962.09 Sq Ft.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE

St. Moritz at Doral/ BUILDING 2



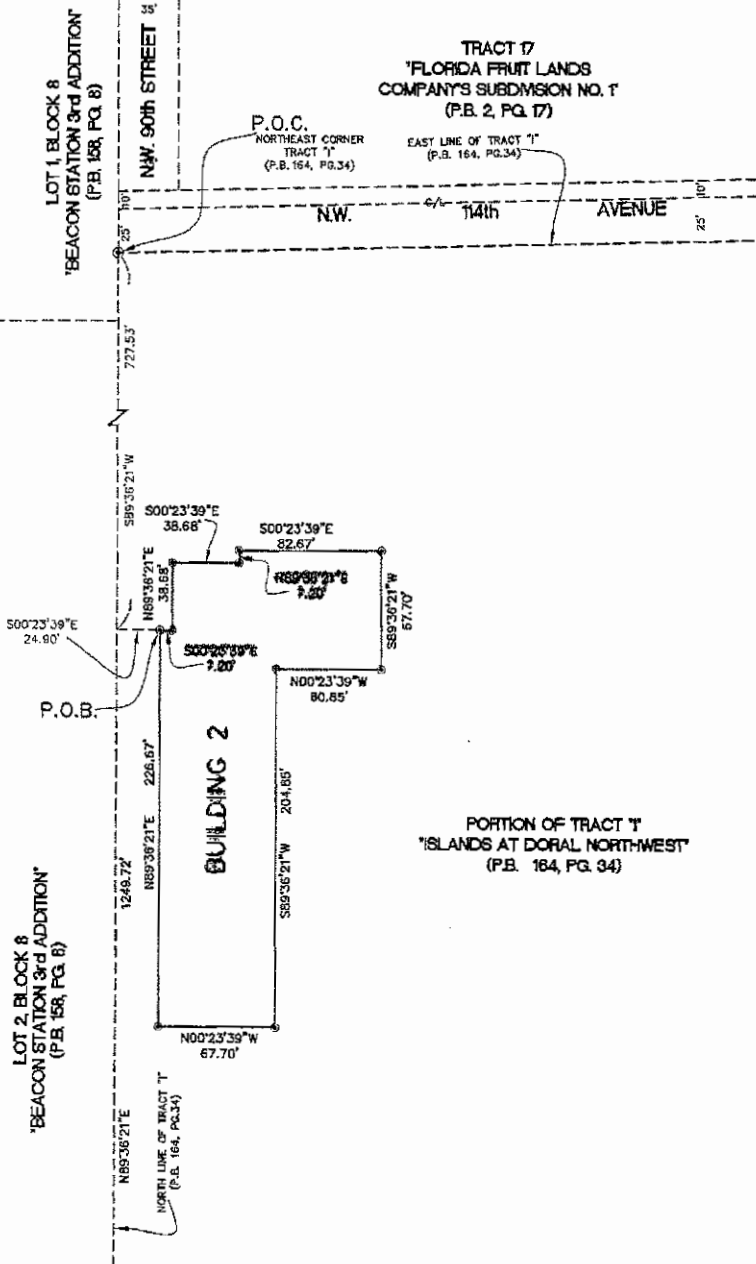
FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR:	LENNAR HOMES, LLC.		
DRAWN BY: E.R.	DATE: JUNE 14, 2010.	SHEET: 2 OF 3 SHEETS	
DWG. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 10-039-1004		

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.



St. Moritz at Doral/ BUILDING 2



FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
PREPARED FOR:	LENNAR HOMES, LLC.	
DRAWN BY:	E.R.	DATE: JUNE 14, 2010.
CHECKED BY:		SCALE: 1" = 80'
PROJECT NO:	10-039-1004	

3

OF 3 SHEETS

Exhibit 1-F

**LEGAL DESCRIPTION AND SKETCH OF PHASE VI WITH SURVEYOR'S
CERTIFICATE**

St. Moritz at Dorset Condominium
Declaration

HOMESTEAD EXTENSION OF THE FLORIDA'S TURNPIKE (S.R. 820)

SNAPPER CREEK CANAL EXTENSION

PORTION OF TRACT "I"
'ISLANDS AT DORAL NORTHWEST'
(P.B. 164, PG. 34)

N.W. 90th STREET

N.W. 84th AVENUE

N.W. 88th STREET



N.W. 75th PLACE
N.W. 86th STREET

LOCATION AND KEY MAP

PORTION OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA

(NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North Arrow Direction and Bearings shown hereon are based on assumed value of N89°36'21"E, along the North Line of Tract "I", of "ISLANDS AT DORAL NORTHWEST", as recorded in Plat Book 164, Page 34 of the Public Records of Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflicts existing or arising out of the creation of the Easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: JUNE 14, 2010.

Revision:

Revision:

Edwin Fernandez, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No. 5676

St. Moritz at Doral/ BUILDING 1



FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:	LOCATION MAP AND NOTES	
PREPARED FOR:	LENNAR HOMES, LLC.	
DRAWN BY:	E.R.	DATE: JUNE 14, 2010.
CHK. CHECKED BY:		SCALE: N/A
CHECKED BY:		PROJECT No: 10-039-1004

1

OF 3 SHEETS

LEGAL DESCRIPTION:

A Portion of Tract "I", of "ISLANDS AT DORAL NORTHWEST", according to the Plat thereof, as recorded in Plat Book 164, at Page 34, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Tract "I"; thence S89deg36min21secW, along the North Line of said Tract "I", for a distance of 1030.97 feet; thence S00deg23min39secE for a distance of 23.16 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S00deg23min39secE for a distance of 67.70 feet; thence S89deg36min21secW for a distance of 118.09 feet; thence S00deg23min39secE for a distance of 232.65 feet; thence S89deg36min21secW for a distance of 67.70 feet; thence N00deg23min39secW for a distance of 254.67 feet; thence N89deg36min21secE for a distance of 7.20 feet; thence N00deg23min39secW for a distance of 38.68 feet; thence N89deg36min21secE for a distance of 38.68 feet; thence N00deg23min39secW for a distance of 7.20 feet; thence N89deg36min21secE for a distance of 140.00 feet to the POINT OF BEGINNING.

Containing 27,732.93 Sq Ft.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE

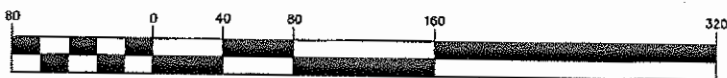
St. Moritz at Doral/ BUILDING 1



FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION			SHEET: 2 of 3 SHEETS
SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH			
PREPARED FOR: LENNAR HOMES, LLC.			
DRAWN BY: E.R.	DATE: JUNE 14, 2010.		
ENG. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 10-039-1004		

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

TRACT 17
"FLORIDA FRUIT LANDS
COMPANY'S SUBDIVISION NO. 1"
(P.B. 2, PG. 17)

LOT 1 BLOCK 8
"BEACON STATION 3rd
ADDITION"
(P.B. 158, PG. 8)

N.W. 90th
STREET

N.W. 114th AVENUE

P.O.C.
NORTHEAST CORNER
TRACT "I"
(P.B. 164, PG. 34)

EAST LINE OF TRACT "I"
(P.B. 164, PG. 34)



LOT 2 BLOCK 8
"BEACON STATION 3rd ADDITION"
(P.B. 158, PG. 8)

PORTION OF TRACT "I"
"ISLANDS AT DORAL NORTHWEST"
(P.B. 164, PG. 34)

S00°23'39"E
23.16'

P.O.B.

NORTH LINE OF TRACT "I"
(P.B. 164, PG. 34)

S00°23'39"E
67.70'

S00°23'39"E
118.00'

S00°23'39"E
140.00'

S00°23'39"E
232.65'

S00°23'39"E
254.67'

S00°23'39"E
67.70'

S00°23'39"E
38.68'

S00°23'39"E
38.68'

S00°23'39"E
38.68'

S00°23'39"E
38.68'

S00°23'39"E
38.68'

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S00°23'39"E
38.68'

S00°23'39"E
38.68'

S00°23'39"E
38.68'

S00°23'39"E
38.68'

BUILDING 1

WEST LINE OF TRACT "I"
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

WEST LINE SW 1/4 SECTION 7-53-40
(P.B. 164, PG. 34)

SNAPPER CREEK CANAL EXTENSION

HOMESTEAD EXTENSION OF THE FLORIDA'S TURNPIKE (S.R. 821)

St. Moritz at Doral/ BUILDING 1



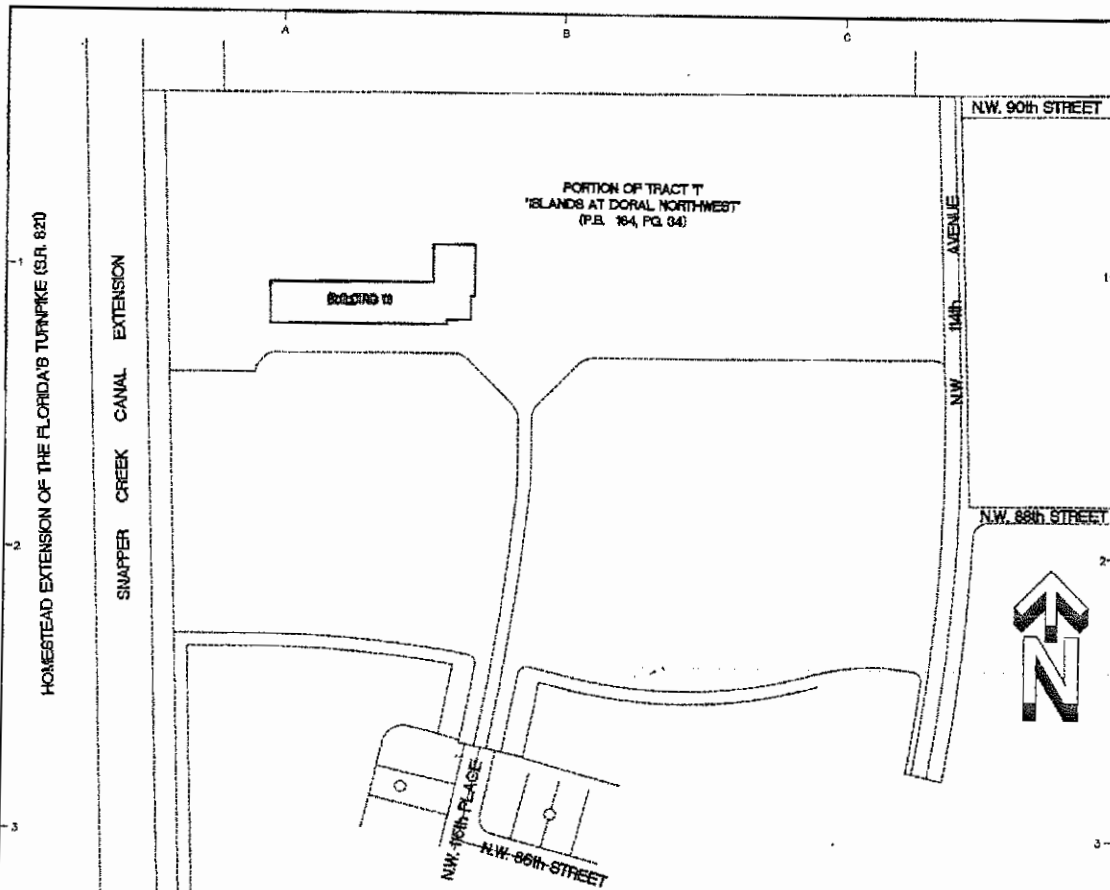
FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
PREPARED FOR:	LENNAR HOMES, LLC.	
DRAWN BY:	E.R.	DATE: JUNE 14, 2010.
CHECKED BY:		SCALE: 1" = 80'
CHECKED BY:		PROJECT No: 10-039-1004
		SHEET: 3
		OF 3 SHEETS

Exhibit 1-G

**LEGAL DESCRIPTION AND SKETCH OF PHASE VII WITH SURVEYOR'S
CERTIFICATE**

St. Moritz at Doral Condominium
Declaration



LOCATION AND KEY MAP
PORTION OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North Arrow Direction and Bearings shown hereon are based on assumed value of N89°36'21"E, along the North Line of Tract "I", of "ISLANDS AT DORAL NORTHWEST", as recorded in Plat Book 164, Page 34 of the Public Records of Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflicts existing or arising out of the creation of the Easements, Right-of-Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: JUNE 17, 2010.

Revision: JUNE 23, 2010

Revision:

Edwin Hernandez, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No. 5676

St. Moritz at Doral/ BUILDING 13



FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LOCATION MAP AND NOTES		
PREPARED FOR: LENNAR HOMES, LLC.		
DRAWN BY: E.R.	DATE: JUNE 17, 2010.	SHEET: 1 OF 3 SHEETS
DWG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 10-039-1004	

LEGAL DESCRIPTION:

A Portion of Tract "I", of "ISLANDS AT DORAL NORTHWEST", according to the Plat thereof, as recorded in Plat Book 164, at Page 34, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Tract "I"; thence S89deg36min21secW, along the North Line of said Tract "I", for a distance of 748.15 feet; thence S00deg23min39secE for a distance of 244.16 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S00deg23min39secE for a distance of 82.67 feet; thence S89deg36min21secW for a distance of 7.20 feet; thence S00deg23min39secE for a distance of 38.68 feet; thence S89deg36min21secW for a distance of 38.68 feet; thence S00deg23min39secE for a distance of 7.20 feet; thence S89deg36min21secW for a distance of 284.00 feet; thence N00deg23min39secW for a distance of 67.70 feet; thence N89deg36min21secE for a distance of 262.18 feet; thence N00deg23min39secW for a distance of 60.85 feet; thence N89deg36min21secE for a distance of 67.70 feet to the POINT OF BEGINNING.

Containing 25,843.61 Sq Ft.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE

St. Moritz at Doral/ BUILDING 13



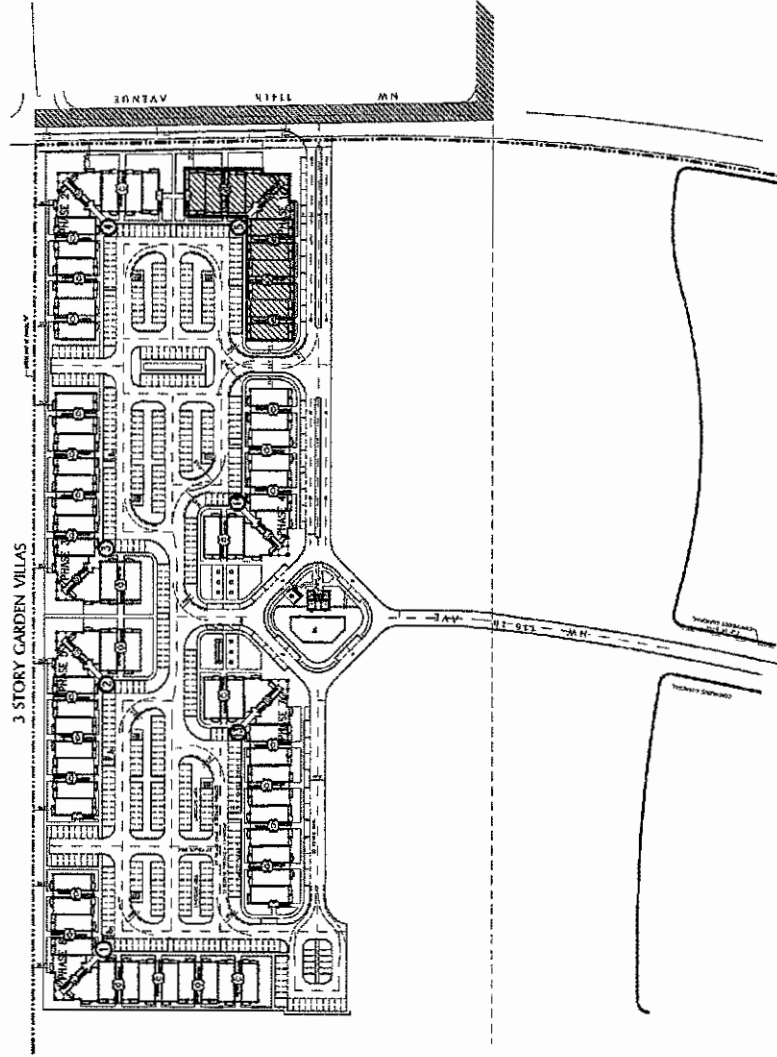
FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT		SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:		LEGAL DESCRIPTION TO ACCOMPANY SKETCH	
PREPARED FOR:		LENNAR HOMES, LLC.	
DRAWN BY:	E.R.	DATE:	JUNE 17, 2010.
ENG. CHECKED BY:		SCALE:	N/A
CHECKED BY:		PROJECT No:	10-039-1004
		SHEET:	2
		of 3 SHEETS	

Exhibit 2-A

**PLOT PLAN, BUILDING PLANS AND UNIT FLOOR PLANS
FOR PHASE I**

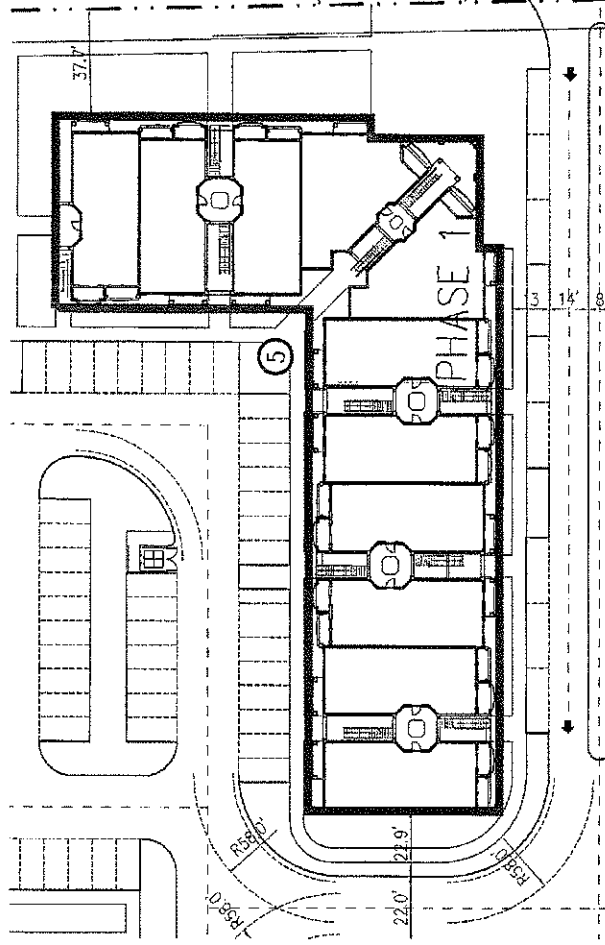
St. Moritz at Doral Condominium
Declaration



ST. MORITZ AT DORAL CONDOMINIUM

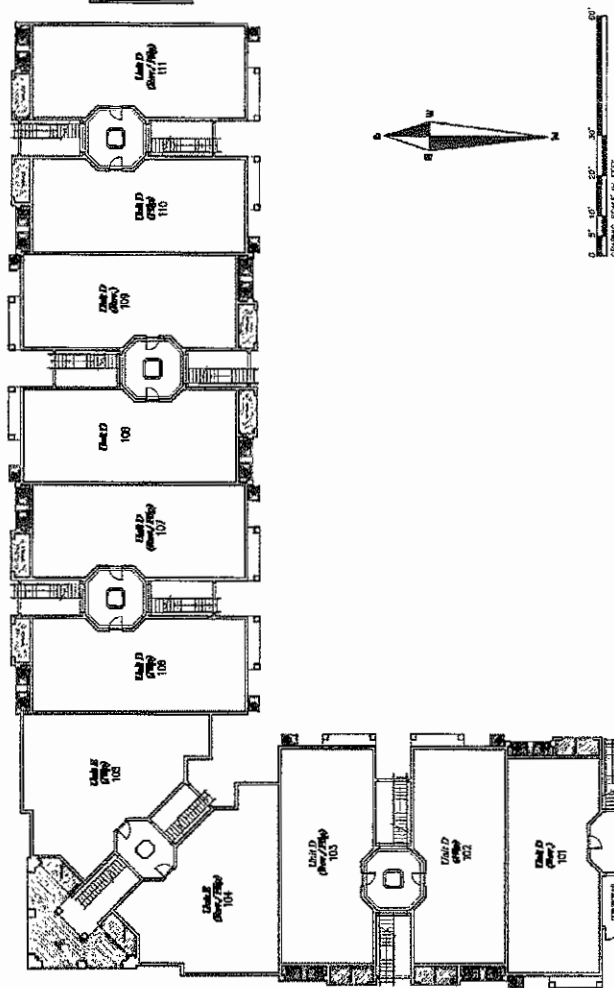
PREPARED BY: PASCUAL PEREZ, KILIDDJIAN, Architects,
1312 NW 84 AVENUE
DORAL, FL 33126
T. 305.592.1353 F. 305.592.8665

JUNE 04, 2010



PHASE 1 - BUILDING 5
PLOT PLAN

ST. MORITZ AT DORAL CONDOMINIUM
PREPARED BY: PASCUAL, PEREZ, KILIDJIAN, Architects.
1312 NW 84 AVENUE DORAL, FL 33126
T. 305.592.1353 F. 305.592.8665
JUN 01, 2010



ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: **PASCUAL, PEREZ, KILIDDJIAN, Architects.**
1312 NW 84 AVENUE DORAL, FL 33126
T. 305.552.1363 F. 305.592.6855

JUNE 09, 2010

Page 3 of 15

NOTES:

[illegible]

WALL LEGEND:
 _____ NO. 2000 8" x 12" 1/2" PLYWOOD 1/4" MPB

 (11) 079 8616673 82.144



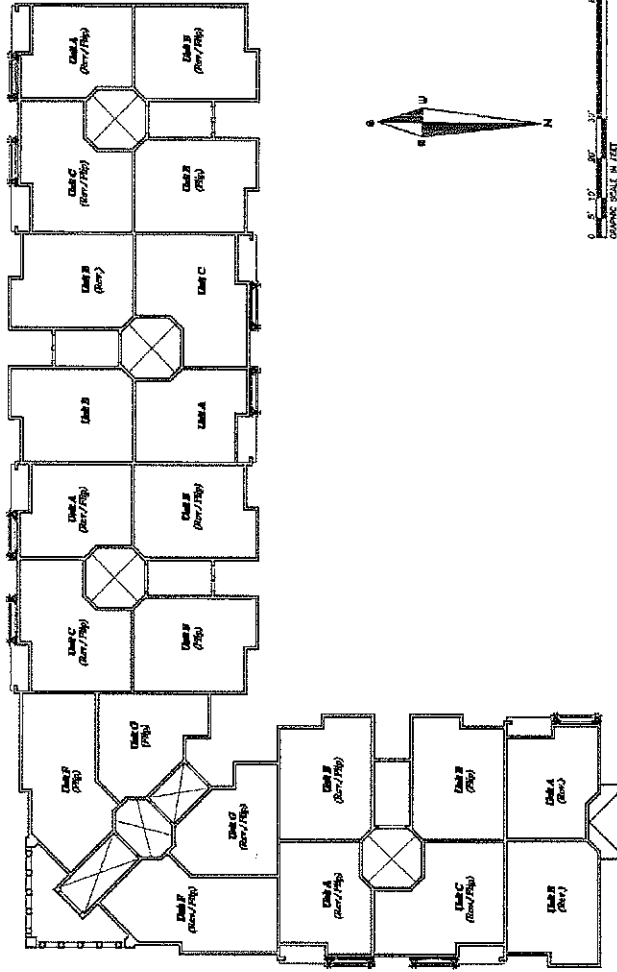
ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASQUAL, PEREZ, KILIDDJIAN, Architects.
1312 NW 84 AVENUE
DORAL, FL 33126
T. 305.592.1353
F. 305.592.6895

June 04, 2010

- 1 FOR COMPLETE PRODUCTION OF CLOTH AND LINGERIE, CLOTHING, AND SPECIAL AND NON-TEXTILE SOURCES FOR THE REGULATION OF ECONOMY.
- 2 ALL ABOVE NOT SHOWN AS BEING A PART OF THE LINGERIE, CLOTHING AND CLOTHING.
- 3 ALL ABOVE NOT SHOWN AS BEING A PART OF THE LINGERIE, CLOTHING AND CLOTHING.

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 2. **ADDRESS** _____
 3. **CITY** _____
 4. **STATE** _____
 5. **ZIP** _____
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PHASE 1 - BUILDING 5
THIRD FLOOR PLAN

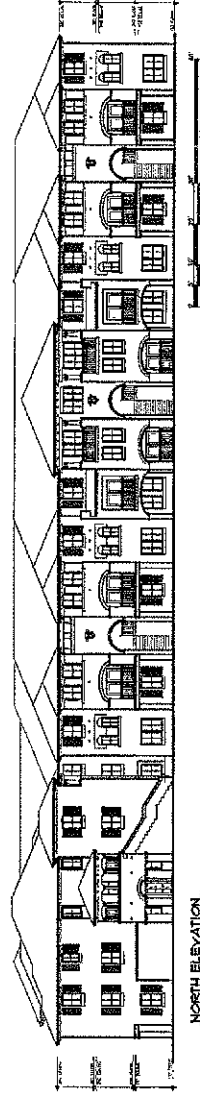
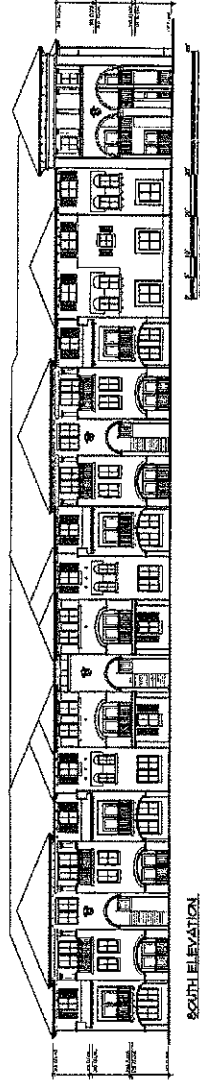
Page 8 of 18

ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASQUAL, PEREZ, KILDOJIAN Architects.
1312 NW 84 AVENUE
DORAL, FL 33126
T. 305.592.1953
F. 305.592.8855

NOTES:
1. THIS PLAN IS THE PROPERTY OF ST. MORITZ AT DORAL CONDOMINIUM, INC. AND IS TO BE USED ONLY FOR THE PURPOSES OF THE DEVELOPMENT OF THE CONDOMINIUM. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ST. MORITZ AT DORAL CONDOMINIUM, INC.

WALL LEGEND:
--- EXISTING WALL
--- NEW WALL
--- WALL TO BE REMOVED



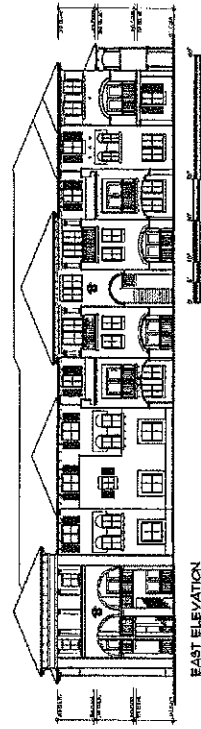
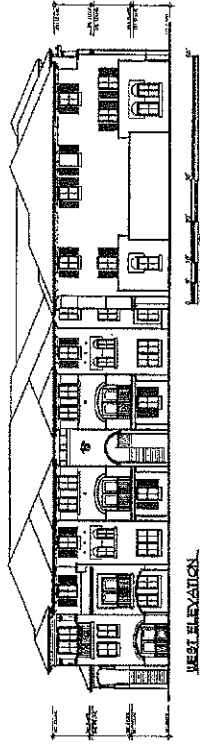
NOTES:

1. FOR COMPLETE DESCRIPTION OF COMMON AND PRIVATE AREAS, SEE THE ARCHITECTURAL AND MECHANICAL DRAWINGS. SEE THE DECLARATION OF CONDOMINIUM.
2. ALL DIMENSIONS LOCATIONS AND IMPROVEMENTS ARE PROPOSED AND NOT AS BUILT.

ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASCUAL PEREZ KILLIDJIAN Architects
1312 NW 84 AVENUE DORAL, FL 33126
T. 305.592.1363 F. 305.592.6865

PHASE 1 - BUILDING 5
TYPICAL ELEVATION



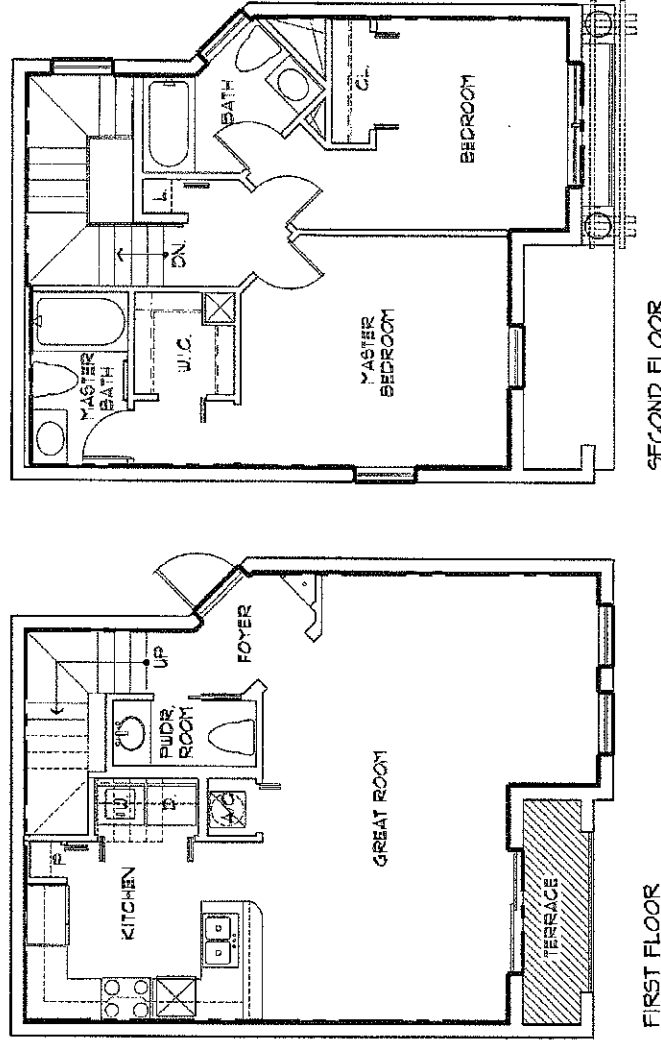
NOTES:

1. FOR COMPLETE DESCRIPTION OF COMMON AND SEPARATE AREAS, SEE THE DECLARATION OF CONDOMINIUM. FOR METEORICAL BOUNDARIES, SEE THE DECLARATION OF CONDOMINIUM.
2. ALL DIMENSIONS, LOCATIONS AND PROJECTIONS ARE PRELIMINARY AND NOT TO SCALE.

ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASCUAL, PEREZ, KILIDDJIAN, Architects.
1312 NW 84 AVENUE
DORAL, FL 33126
T. 305.592.1383 F. 305.592.6865

PHASE 1 - BUILDING 5
TYPICAL ELEVATION



INDICATES PERIMETER OF UNITS

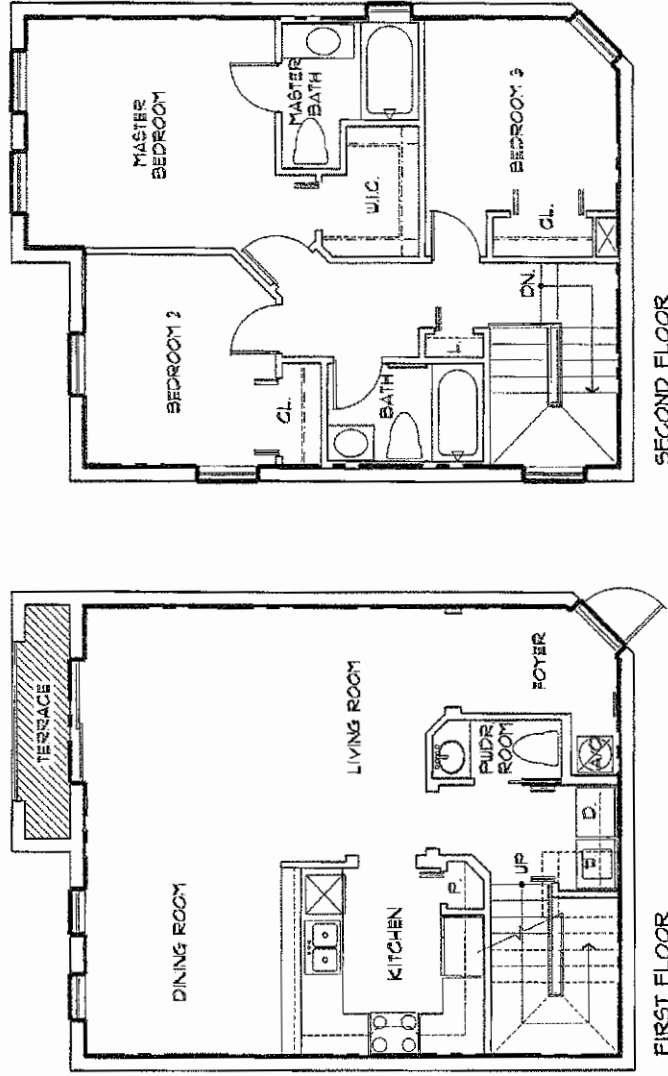
LIMITED COMMON ELEMENT (LCE)

ST. MORITZ AT DORAL CONDOMINIUM

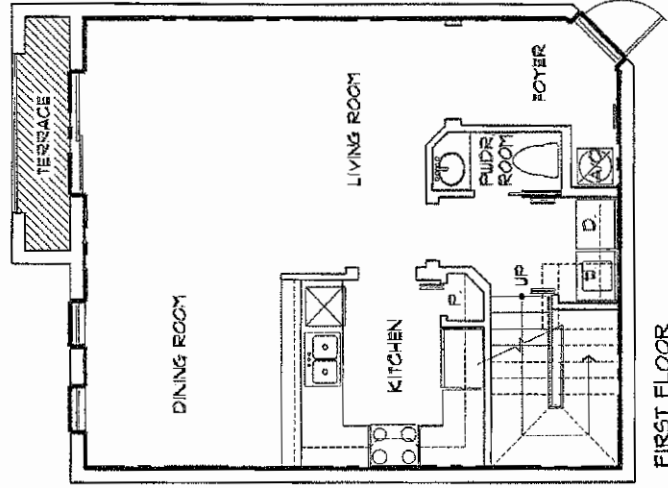
PREPARED BY: PASQUAL PEREZ, KILIDJIAN Architects
1312 NW 84 AVENUE
DORAL, FL 33126
T. 305.592.1353
F. 305.592.5555

June 04, 2010

PHASE I Floor Plan - Unit A



SECOND FLOOR



FIRST FLOOR



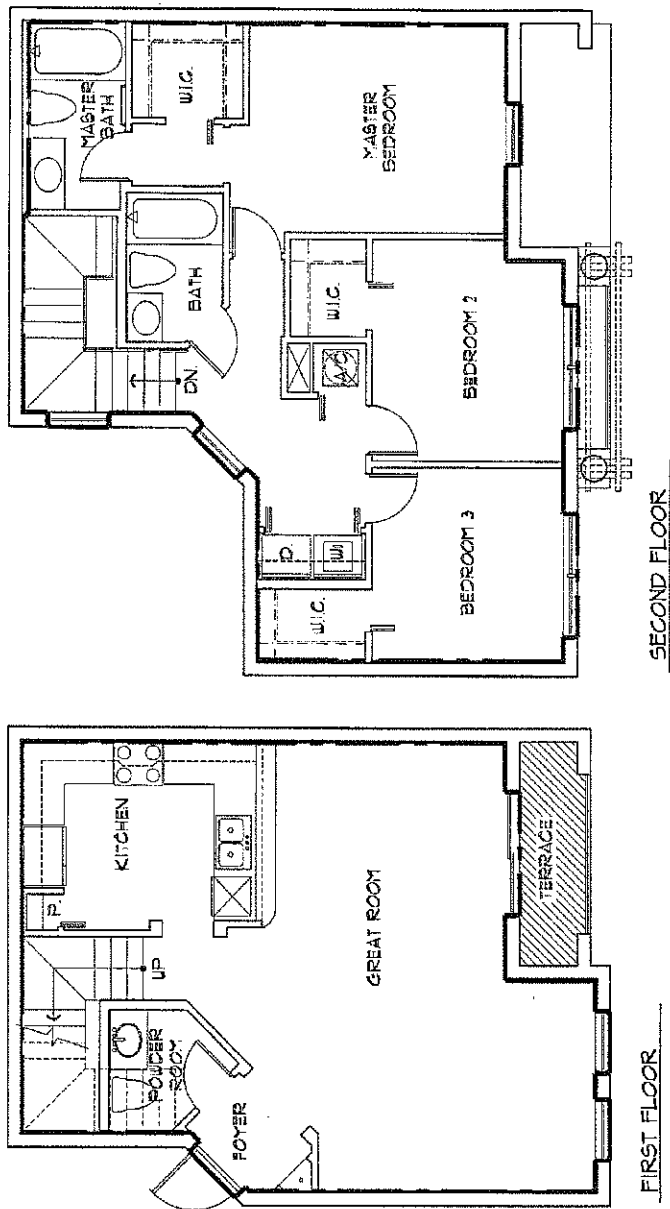
INDICATES PERIMETER OF UNITS

LIMITED COMMON ELEMENT (LCE)

ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASCUAL PEREZ, KILIDDJIAN Architects
1313 NW 84 AVENUE
DORAL, FL 33126
T. 305.552.1353 F. 305.552.5865

PHASE 1
Floor Plan - Unit B



INDICATES PERIMETER OF UNITS

LIMITED COMMON ELEMENT (LCE)

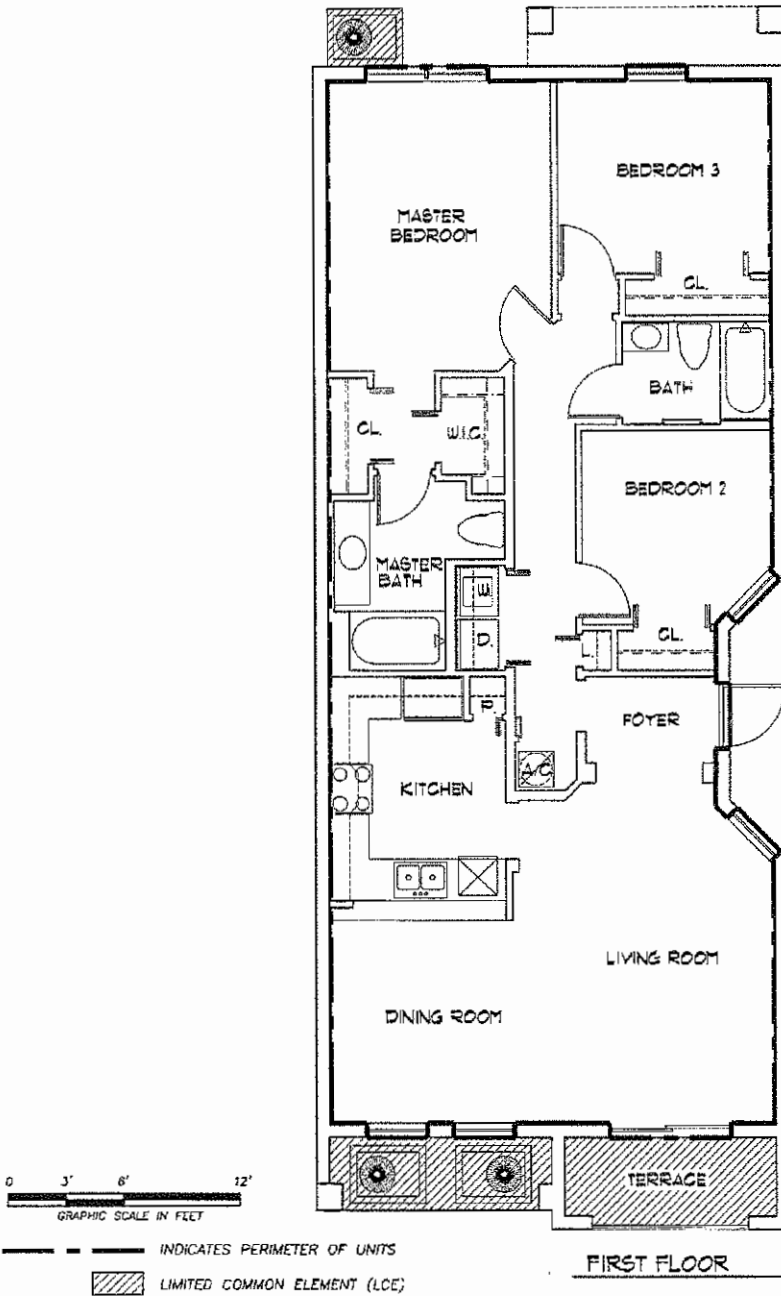
ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY:

PASCUAL PEREZ, KILIDDJIAN Architects
1313 NW 84th AVENUE
T. 305.592.1353 F. 305.592.8855

June 04, 2010

PHASE 1 Floor Plan - Unit C



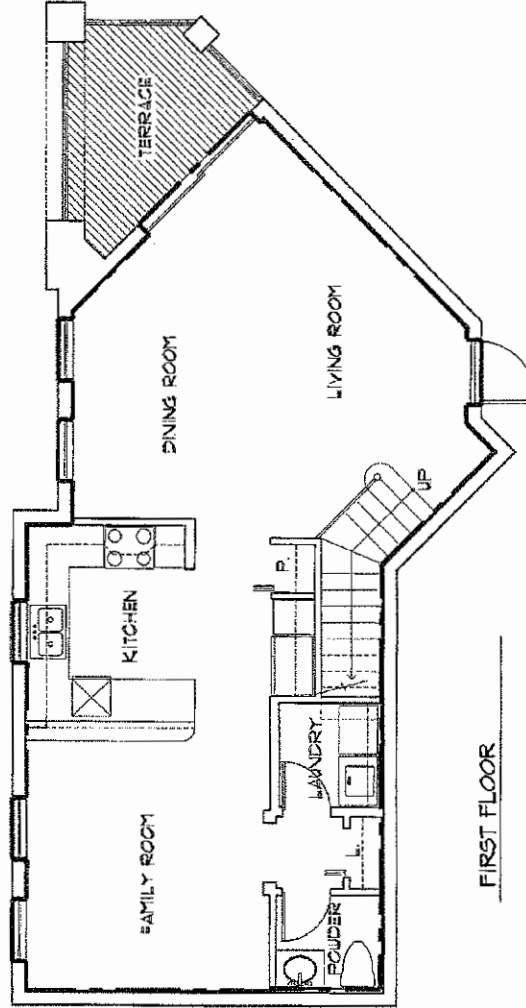
ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASCUAL, PEREZ, KILIDDIJIAN, Architects.
 1312 NW 84 AVENUE DORAL, FL 33128
 T. 305.592.1393 F. 305.592.8888

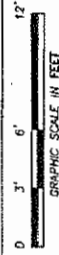
June 04, 2010

PHASE 1
 Floor Plan - Unit D

Page 11 of 15



FIRST FLOOR



INDICATES PERIMETER OF UNITS

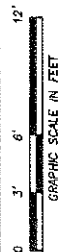
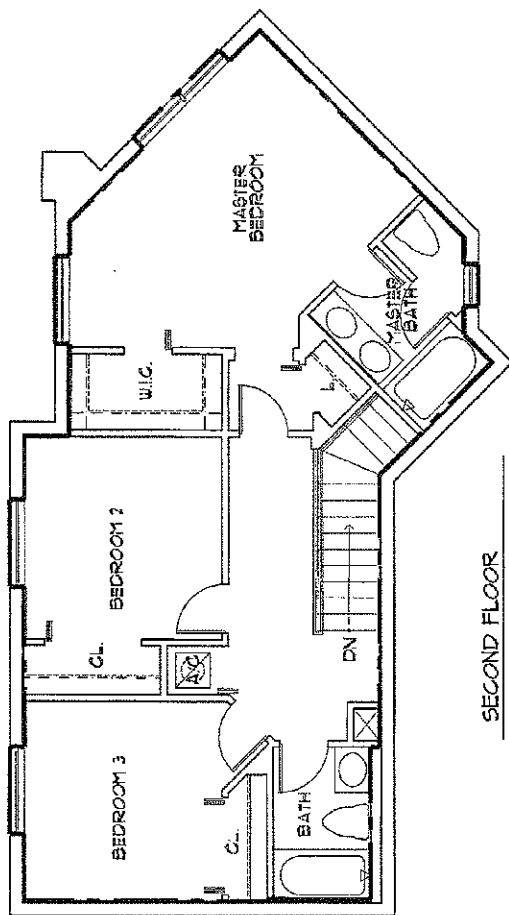
LIMITED COMMON ELEMENT (LCE)

ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASCUAL, PEREZ, KILDDJIAN, Architects.
1312 NW 84 AVENUE
T. 305.592.1500
DORAL, FL 33126
F. 305.592.0885

June 04, 2010

PHASE I
Floor Plan - Unit F



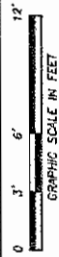
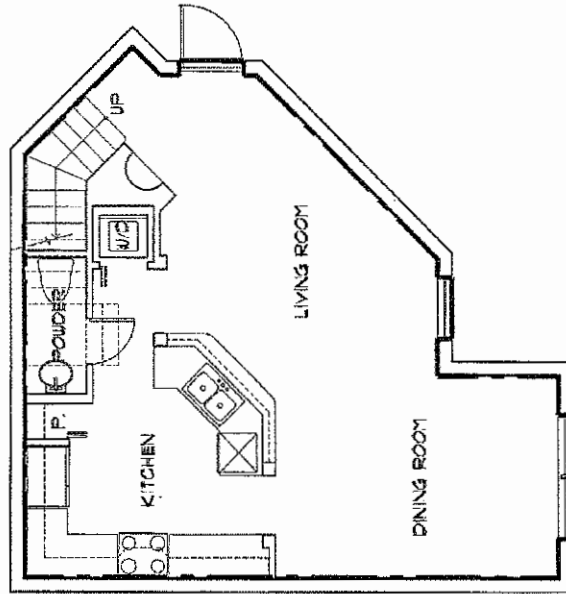
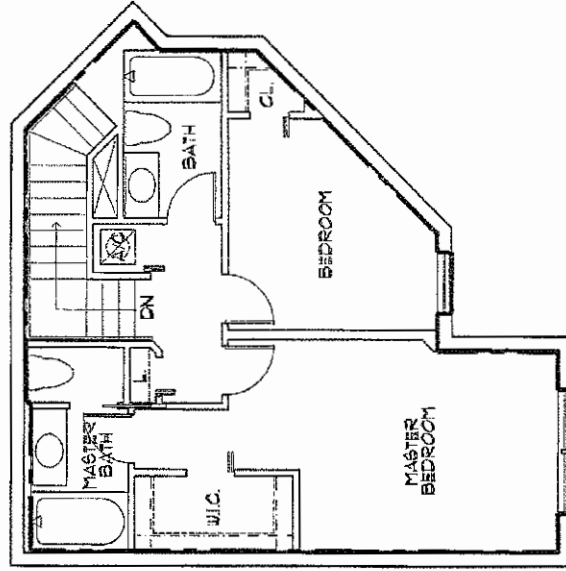
INDICATES PERIMETER OF UNITS
LIMITED COMMON ELEMENT (LCE)

ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASQUA, PEREZ, KILIDDJIAN, Architects.
1312 NW 84 AVENUE
DORAL, FL 33126
T. 305.592.1363 F. 305.592.0865

June 04, 2010

PHASE 1
Floor Plan - Unit F



INDICATES PERIMETER OF UNITS

LIMITED COMMON ELEMENT (LCE)

ST. MORITZ AT DORAL CONDOMINIUM

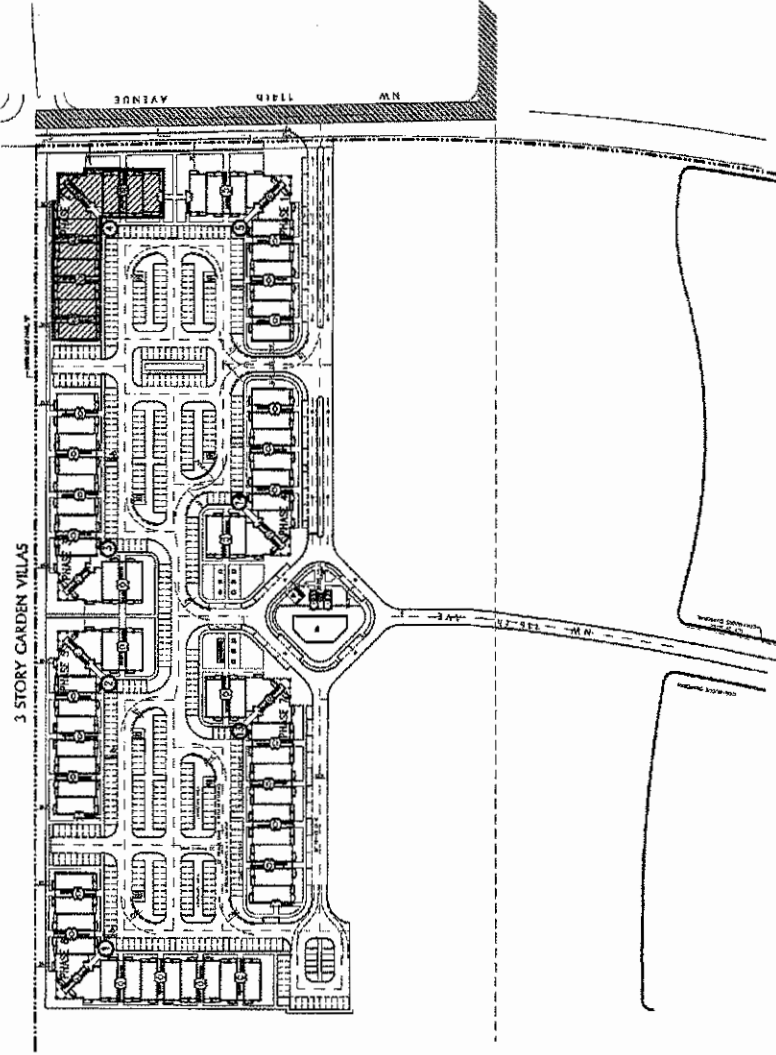
PREPARED BY: PASCUAL PEREZ, KILIDDJIAN Architects,
1312 NW 84 AVENUE
DORAL, FL 33126
T. 305.592.1363 F. 305.592.6655

PHASE 1 Floor Plan - Unit G

Exhibit 2-B

**PLOT PLAN, BUILDING PLANS AND UNIT FLOOR PLANS
FOR PHASE II**

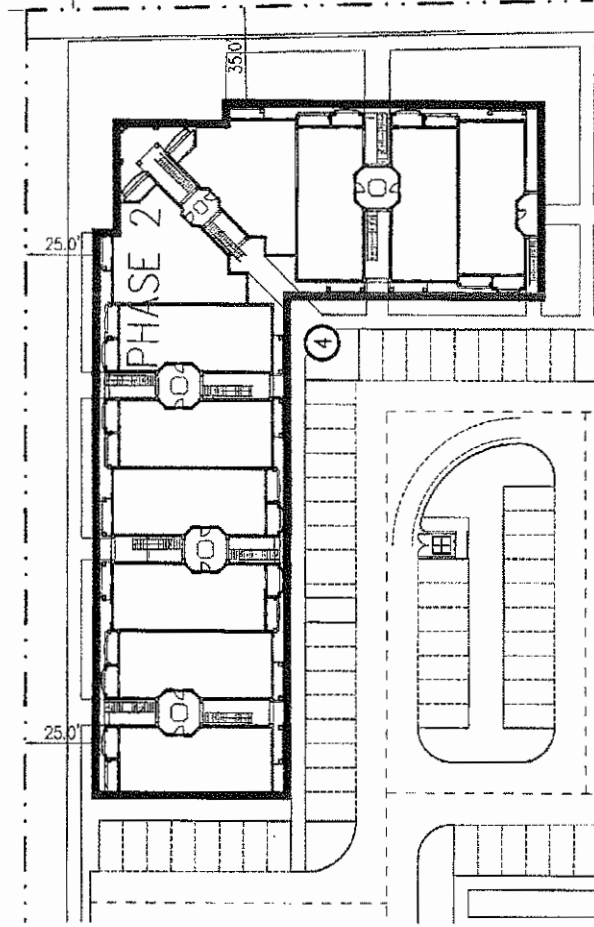
St. Moritz at Doral Condominium
Declaration



ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: **PASCUAL PEREZ, KILIDJIAN Architects.**
1312 NW 84 AVENUE
DORAL, FL 33126
T. 305.592.1383 F. 305.592.8865

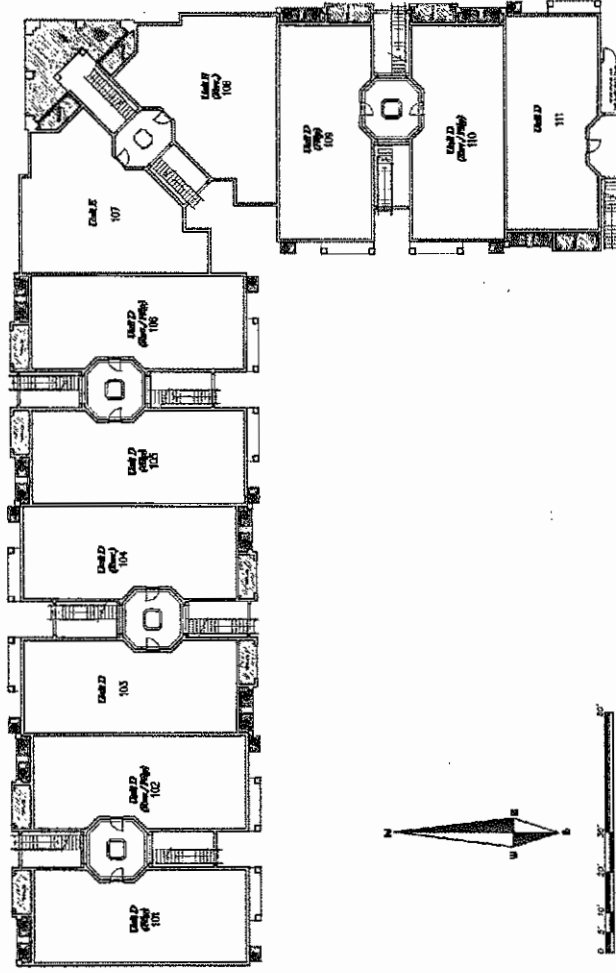
**PHASE 2 - BUILDING 4
LOCATION MAP**



ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASCUAL, PEREZ, KILIDDJIAN, Architects.
1312 NW 84 AVENUE
T. 305.592.1363 F. 305.592.6845
JUN 04, 2010

PHASE 2 - BUILDING 4
PLOT PLAN



PHASE 2 - BUILDING 4 FIRST FLOOR PLAN

ST. MORITZ AT DORAL CONDOMINIUM
PREPARED BY: PASCUAL, PEREZ, KILIDDJIAN, Architects.
 1312 NW 84 AVENUE
 DORAL, FL 33126
 T. 305.592.1363 F. 305.592.8685
 JUN 04, 2010

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
 3. ALL DOORS ARE 3'0" WIDE UNLESS NOTED OTHERWISE.
 4. ALL WINDOWS ARE 4'0" WIDE UNLESS NOTED OTHERWISE.
 5. ALL FLOORS ARE 4" THICK UNLESS NOTED OTHERWISE.
 6. ALL CEILING ARE 8'0" HIGH UNLESS NOTED OTHERWISE.
 7. ALL STAIRS ARE 3'0" WIDE UNLESS NOTED OTHERWISE.
 8. ALL ELEVATIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 9. ALL FINISHES ARE TO FACE UNLESS NOTED OTHERWISE.
 10. ALL MATERIALS ARE TO FACE UNLESS NOTED OTHERWISE.

WALL LEGEND:
 1. 1/2" THICK CONCRETE WALL
 2. 1/2" THICK CMU WALL
 3. 1/2" THICK Gypsum Board
 4. 1/2" THICK Gypsum Board
 5. 1/2" THICK Gypsum Board
 6. 1/2" THICK Gypsum Board
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 9. 1/2" THICK Gypsum Board
 10. 1/2" THICK Gypsum Board

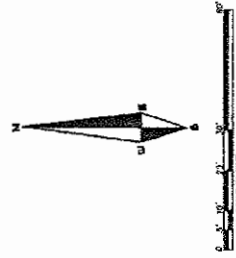
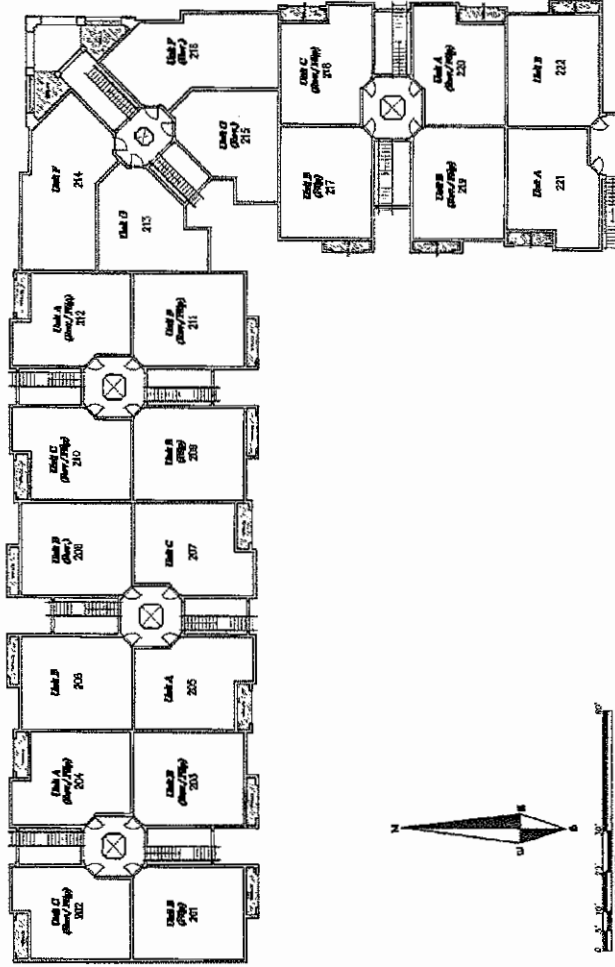
PHASE 2 - BUILDING 4 SECOND FLOOR PLAN

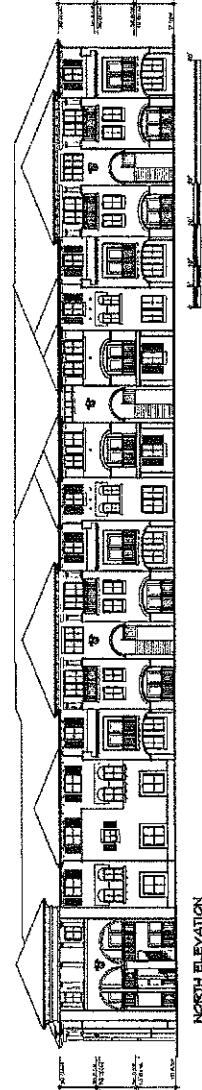
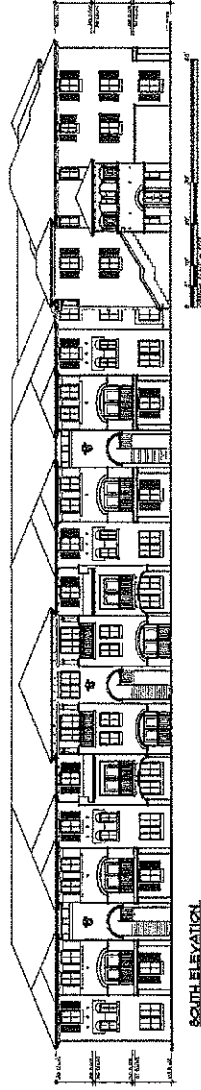
ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASCUAL PEREZ, KILIDDJIAN, Architects.
1312 NW 84 AVENUE
T. 305.592.1393 DORAL, FL 33126
F. 305.592.6865

NOTES:
1. REFER TO THE EXISTING FLOOR PLAN AND ARCHITECTURAL RECORDS FOR THE BUILDING.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.
4. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.
5. ALL DIMENSIONS ARE TO THE CENTER OF THE UNIT.

WALL LEGEND:
WALL TYPE: CONCRETE
WALL TYPE: CONCRETE
WALL TYPE: CONCRETE





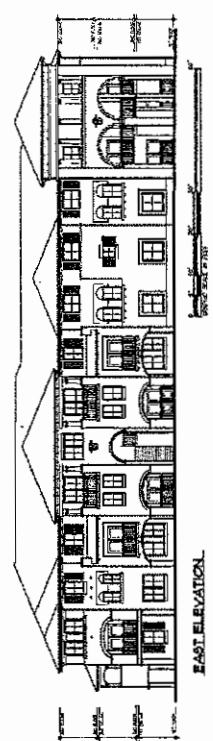
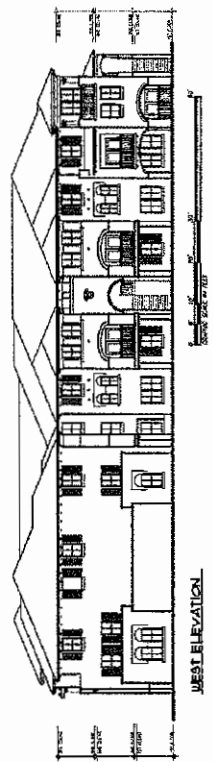
NOTES:

1. FROM COMPLETION OF CONSTRUCTION AND
PERMITTED ELEVATIONS, HORIZONTAL AND
VERTICAL ELEVATIONS, SEE THE
DECLARATION OF CONDOMINIUM.
2. ALL DIMENSIONS LOCATIONS ARE
INDICATED BY THE ARCHITECT'S PROPOSED
AND NOT AS BUILT.

ST. MORITZ AT DORAL CONDOMINIUM

PREPARED BY: PASCUAL PEREZ KILLIDJIAN Architects
1313 NW 84 AVENUE
CORAL GABLES, FL 33134
TEL: 305.592.1323 FAX: 305.592.6565

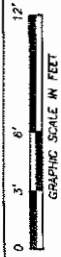
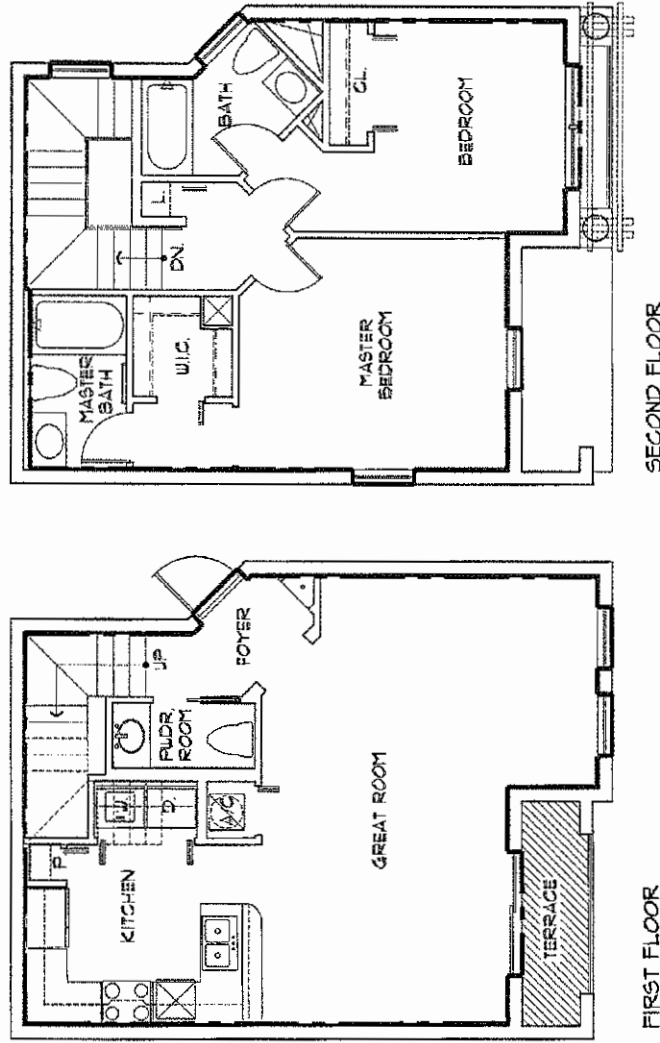
PHASE 2 - BUILDING 4
TYPICAL ELEVATION



NOTES:
1. THIS DRAWING IS A REPRESENTATION OF THE COMMON AND LIMITED COMMON ELEMENTS, INCLUDING THE PERMANENT AND TEMPORARY EXHAUSTION, SEE THE DECLARATION OF CONDOMINIUM.
2. ALL DIMENSIONS, LOCATIONS AND NOTATIONS ARE AS SHOWN AND NOT AS BUILT.

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June 04, 2010

PHASE 2 - BUILDING 4
TYPICAL ELEVATION

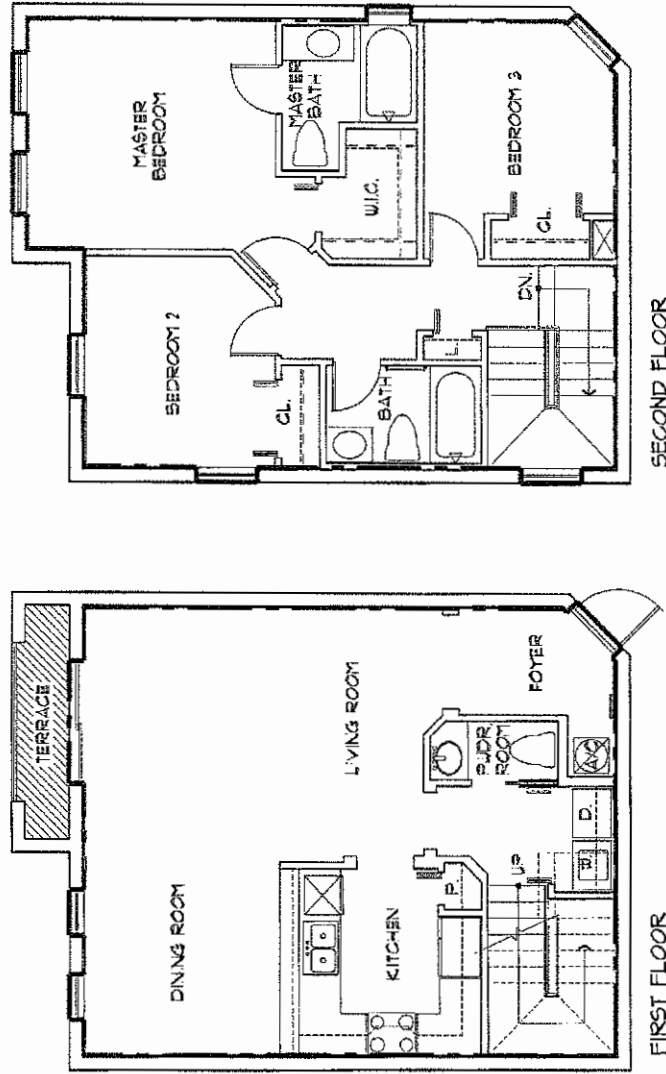


INDICATES PERIMETER OF UNITS
LIMITED COMMON ELEMENT (LCE)

ST. MORITZ AT DORAL CONDOMINIUM

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June 04, 2010

**PHASE 2
Floor Plan - Unit A**

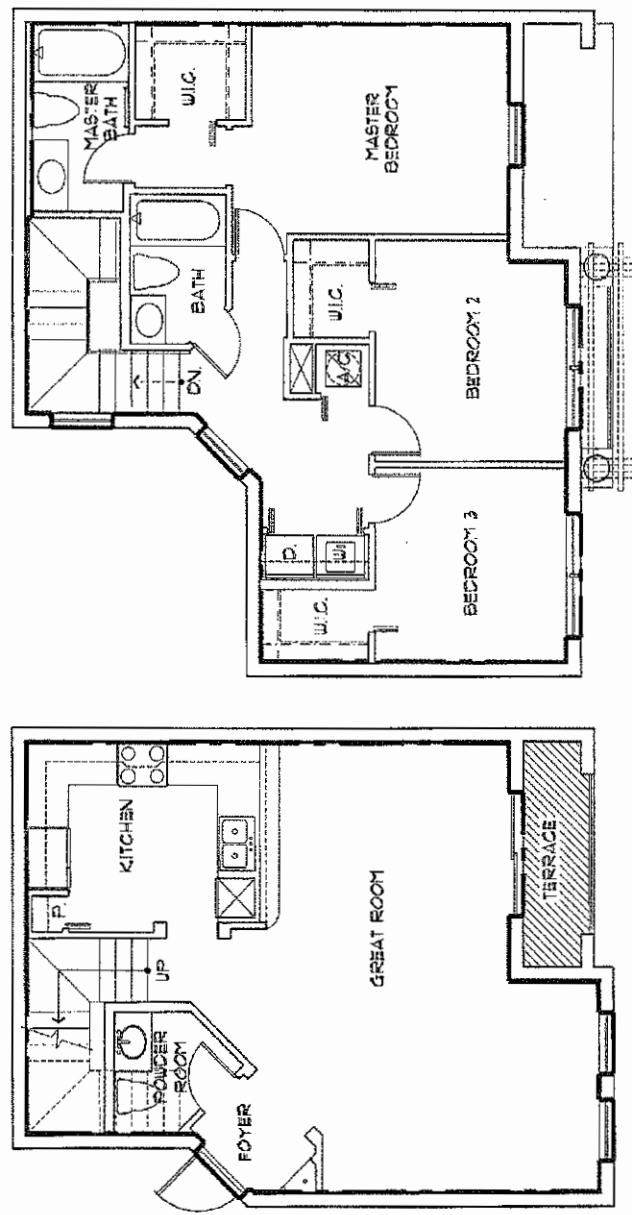


INDICATES PERIMETER OF UNITS
LIMITED COMMON ELEMENT (LCE)

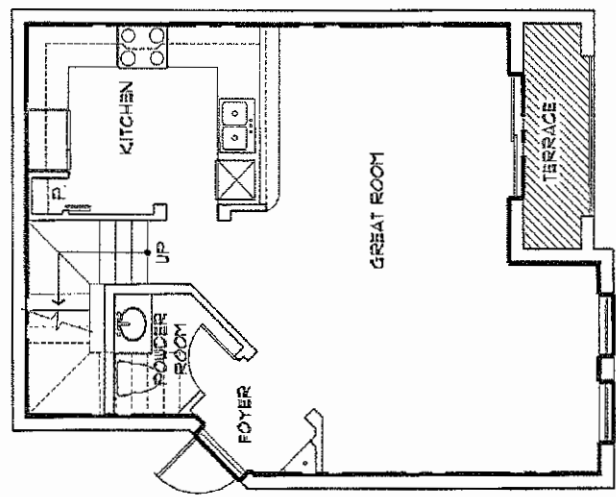
ST. MORITZ AT DORAL CONDOMINIUM

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PHASE 2 Floor Plan - Unit B



SECOND FLOOR



FIRST FLOOR



INDICATES PERIMETER OF UNITS
LIMITED COMMON ELEMENT (LCE)

ST. MORITZ AT DORAL CONDOMINIUM
PHASE 2
Floor Plan - Unit C

PREPARED BY: PASCUAL PEREZ, KILIDDJIAN, Architects,
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