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**CERTIFICATE OF RECORDING
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
THE LEXINGTON CLUB VILLAS CONDOMINIUM**

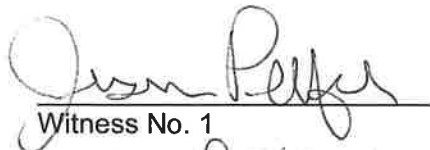
WHEREAS, the **Declaration of Condominium of The Lexington Club Villas Condominium** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **5617**; Page **332** et. seq.;

WHEREAS, the membership of **The Lexington Club Villas Condominium Association, Inc.** (the "Association"), a Florida not-for-profit corporation, approved the attached Amended and Restated Declaration in accordance with the requirements of the Declaration, Bylaws and applicable Florida law.

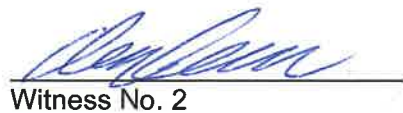
NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration is a true and correct copy of the Amended and Restated Declaration as approved by the membership:

(See attached Amended and Restated Declaration)

**THE LEXINGTON CLUB VILLAS
CONDOMINIUM ASSOCIATION, INC.**


Witness No. 1

Jessica Pettiford
(PRINT NAME)


Witness No. 2

Roy Gore
(PRINT NAME)

By: 
Amy Steger, President

Attest: 
Stephen Simons, Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 12th day of June, 2020, by Amy Steiger and Stephen Simons, as President and Secretary, respectively, of **The Lexington Club Villas Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation by means of ☒ physical presence or ☐ online notarization. They are personally known to me, or have produced _____ as identification and did take an oath.



Stacey L. Halio (Signature)
STACEY L. HALIO (Print Name)
Notary Public, State of Florida at Large

This instrument was prepared by:
Steven R. Braten, Esquire
Rosenbaum PLLC
250 South Australian Avenue, 5th Floor
West Palm Beach, FL 33401

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

OF

THE LEXINGTON CLUB VILLAS CONDOMINIUM

NOTE: This document is a substantial rewording of the Declaration of Condominium executed by Developer on March 25, 1988, recorded on March 29, 1988, at Official Records Book 5617, Page 332, of the Public Records of Palm Beach County, as amended to this date (hereinafter the "Original Declaration"), except that all Exhibits to the Original Declaration which are not otherwise referenced herein or attached hereto remain unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof. See the Original Declaration for the present text.

1. INTRODUCTION AND SUBMISSION.	3
2. DEFINITIONS.	3
3. DESCRIPTION OF CONDOMINIUM.	6
4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.....	9
5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.	9
6. AMENDMENTS.	10
7. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.....	10
8. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON ELEMENTS OR ASSOCIATION PROPERTY BY THE ASSOCIATION.....	17
9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY BY UNIT OWNER.	17
10. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION POWERS AND DUTIES.	19
11. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFORE.....	21
12. COLLECTION OF ASSESSMENTS.	22
13. INSURANCE.....	25
14. RECONSTRUCTION OR REPAIR AFTER CASUALTY	28
15. CONDEMNATION.	31
16. OCCUPANCY AND USE RESTRICTIONS.	34
17. CONVEYANCES, SALES, TRANSFERS, RENTALS, LEASES AND LICENSES.....	47
18. COMPLIANCE AND DEFAULT.....	53
19. TERMINATION.	55
20. RESTRICTIONS AND EASEMENTS.....	56
21. COVENANT RUNNING WITH THE LAND.	56
22. ADDITIONAL PROVISIONS.	57

1. **INTRODUCTION AND SUBMISSION.**

- 1.1 **The Land.** The real property comprising this condominium located in Palm Beach County, Florida, is more particularly described in Exhibits A, B, and C attached to the Original Declaration and incorporated by reference herein (the "Land").
- 1.2 **Submission Statement.** The Developer submitted the Land and all improvements thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act.
- 1.3 **Name.** The name by which this condominium is to be identified is THE LEXINGTON CLUB VILLAS CONDOMINIUM (hereinafter called the "Condominium").

2. **DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it may be amended from time to time, and all references herein to the Act shall mean and refer to the Act as amended to date and as amended from time to time, whether or not so stated.
- 2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association attached as an exhibit to the Original Declaration, as subsequently amended from time to time.
- 2.3 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.4 "Association" or "Condominium Association" means THE LEXINGTON CLUB VILLAS CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.
- 2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.
- 2.6 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association, and is the same body that is sometimes referred to in the Act as the "Board of Administration."
- 2.7 "Buildings" means the structures situated on the Condominium Property in which the Units are located.

- 2.8 "By-Laws" mean the By-Laws of the Association attached as an exhibit to the Original Declaration, as subsequently amended from time to time.
- 2.9 "Committee" means a group of Board members, Unit Owners or Board members and Unit Owners appointed by the Board or the President to make recommendations to the Board regarding a proposed annual budget or otherwise to take action on behalf of or make recommendations to the Board.
- 2.10 "Common Elements" means and includes the portions of the Condominium Property which are not included in the Units or Association Property, as defined herein.
- 2.11 "Common Expenses" means: (1) expenses of administration and management of the Condominium Property and Association Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property, as well as those portions of the Units for which the Association is responsible; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Association or against the Condominium Property and Association Property; (5) the costs of carrying out the powers and duties of the Association; and (6) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common expenses also include all reserves required by the Act or otherwise established by the Board, insurance for directors and officers, in-house communications, alarm monitoring, as well as the Association Property, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium. The cost of communications services as defined in Chapter 202, Florida Statutes, information services, or internet service obtained pursuant to a bulk contract shall also be a Common Expense, but shall be allocated on a per Unit basis, and shall not include any other separate obligations of individual Unit Owners.
- 2.12 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.
- 2.13 "Community" means The Lexington Club.
- 2.14 "Community Association" means The Lexington Club Community Association, Inc. See Section 16.37 herein for a description of ownership in the Lexington Club.
- 2.15 "Condominium" means the form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more Persons and there appurtenant to each Unit, as a part thereof, an undivided share in the Common Elements.
- 2.16 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

- 2.17 "Condominium Property" means the lands, leaseholds, improvements and other personal property submitted to Condominium ownership by the Original Declaration, and which is described in Exhibit "A" attached thereto, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.18 "County" means the County of Palm Beach, State of Florida.
- 2.19 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.20 "Developer" means the entity identified in the Original Declaration as Declarer.
- 2.21 "Family", "single family" or words of similar import shall be deemed to include up to two (2) natural persons who are married or up to two (2) natural persons who are not related by blood, marriage or adoption living together as a single housekeeping unit, their children, grandchildren, parents, grandparents, mothers-in-law or fathers-in-law, and their spouses or domestic partners, not to exceed the maximum number of Persons per bedroom allowable by applicable law.
- 2.22 "Governing Documents" means this Amended and Restated Declaration of Condominium, the Articles of Incorporation, By-Laws and rules and regulations adopted by the Association, as they all may be amended from time to time.
- 2.23 "Guest" means any person who is not a member of the family occupying a Unit, and who is physically present in, or occupies the Unit by invitation from the Owner or other legally permitted occupant, without requirement to contribute money, perform any service or provide any other consideration to the Owner or lessee in conjunction with occupancy of the Unit. A permanent occupant of a Unit shall not be considered a Guest. Furthermore, an Owner of a Unit shall never be considered a Guest in the Unit he owns, unless the Owner is visiting his lessee in the Unit.
- 2.23 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
- 2.24 "Legal Fees" mean (a) reasonable fees for attorney and paralegal services incurred in the pre-suit enforcement of this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations, negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (b) costs incurred including pre-suit costs and court costs through and including all trial and appellate levels and post-judgment proceedings.
- 2.25 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited

Common Elements unless the context would prohibit, or it is otherwise expressly provided. Any portion of the Condominium Property for which the Unit Owners are responsible for maintenance, repair or replacement under Section 7 of this Declaration which is not located within the Unit boundaries, as defined in Section 3.4 of this Declaration, shall be deemed Limited Common Elements.

- 2.26 "Master Governing Documents" means the Merged, Amended and Restated Declaration of Covenants, Conditions and Restrictions, Merged, Amended and Restated Articles of Incorporation, and Amended and Restated By-Laws of The Lexington Club recorded on December 11, 2018 at Official Record Book 30299, Page 575, et. seq, and any rules and regulations adopted by the Community Association, as they all may be amended from time to time.
- 2.27 "Member" means and refers to a Person who is entitled to membership in the Association, as provided herein.
- 2.28 "Original Declaration" means the Declaration of Condominium of The Lexington Club Villas Condominium recorded on March 29, 1988 at Official Record Book 5617, Page 332 of the Public Records of Palm Beach County, Florida.
- 2.29 "Person" means any individual, corporation, governmental agency, trust, estate, partnership, Association, two or more Persons having a joint or common interest in a Unit (to extent permitted by this Declaration) or any other legal entity with the legal right to hold title to a Unit.
- 2.30 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.31 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Unit. If a Unit is owned by more than one Person, the term Owner shall mean each Person, jointly and severally. Every Owner of a Unit shall be deemed to be a Member of the Association for purposes of this Declaration, the Articles and By-Laws.
- 2.32 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in this Declaration, the Articles of Incorporation and By-Laws shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

3. DESCRIPTION OF CONDOMINIUM.

- 3.1 General Description. THE LEXINGTON CLUB VILLAS CONDOMINIUM, contains thirty-five (35) two story Buildings, containing a total of one hundred forty (140) Units, Common Elements, Limited Common Elements, as more particularly set forth in the plans and surveys attached as Exhibits "A", "B", and "C" to the Original Declaration, which are incorporated by reference as if fully set forth herein.

- 3.2 General Description of the Units. The Buildings contain seventy (70) two-bedroom, two bath Units and seventy (70) three-bedroom, two bath Units for a total of one hundred forty (140) Units. No Unit bears the same identifying number as any other Unit. The location, dimensions, and Unit numbers of each Condominium Unit can be found in the plans and drawings of Exhibits "A", "B", and "C" to the Original Declaration.
- 3.3 Survey and Plot Plans of Condominium Property. The survey of the Condominium Property showing the lands, the Buildings and other improvements thereon, together with the plot plans, are attached as Exhibits "A", "B", and "C", all of which are incorporated herein by reference. The plot plan, drawings, graphic descriptions, and surveys were prepared by William G. Wallace, Inc., a Florida corporation, Consulting Engineers, Land Planners & Surveyors.
- 3.4 Unit Boundaries. The boundaries of each particular Condominium Unit shall be as follows:

- (a) Unit. The boundaries of the Unit and the garage portion of each Unit are as follows:

Lower Boundary – The undecorated, unfinished upper surface of the concrete floor.

Upper Boundary – The undecorated, unfinished lower surface of the ceiling, as extended to the perimetrical boundaries thereof.

Perimetrical Boundaries – The undecorated, unfinished interior surface of the perimeter walls of the Unit extended to their intersection with the upper and lower boundaries. Where a veranda, terrace, loggia, porch, storage room or other portion of the building has not been declared a Limited Common Element in Paragraph 3.5 below, and serves only the Unit being bounded, the perimetrical boundary shall vary with the exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

Apertures – Where there is an aperture to any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places at right angles to the dimension of such aperture so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereof. Exterior surfaces or walls made of glass, or glass fixed to metal framing, exterior windows or frames, exterior glass sliding doors, frames and castings shall be included within the Units and shall not be deemed a Common Element.

Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weight bearing structure, the undecorated and unfinished slab between the first and second story of any second story Unit with the garage portion of such Unit located on the first floor level, and shall exclude all pipes, ducts, wires, conduits and other facilities running through any interior wall or partitions for the maintenance of Utility Services to other Units or Common Element or Limited Common Elements. Mechanical equipment and appurtenances located within or without any Unit and for the exclusive

use of that Unit including, but not limited to, the following shall be considered part of the Unit: garage doors, air conditioning and heating system (air system), filters, coils, heating strips, water heaters, appliances, range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures and cabinets.

- 3.5 Limited Common Elements. The Limited Common Elements for each Unit are depicted in Exhibits "B" and "C" to the Original Declaration and they shall be maintained as provided herein. All Limited Common Elements shall be an appurtenance to the designated Unit. Any veranda, terrace, loggia, patio, porch, sundeck, foyer, entranceway, courtyard, whether such areas are screened or open; together with any outside lighting fixtures and any trash enclosures, attached to the building and serving only a Unit adjacent to such area is a Limited Common Element appurtenant to such adjacent Unit. In addition, to the extent not contrary to the depiction of Limited Common Elements in Exhibits "A", "B", and "C" of the Original Declaration, the following shall also be considered Limited Common Elements the two garden areas which extend from the bottom of the steps to the "knee wall".
- 3.6 Easements. Subject to the Association's authority to suspend use rights hereunder and under the Act, the following easements are hereby created (in addition to any easements created under the Act):
- (a) Perpetual Nonexclusive Easement. Subject to the Association authority to suspend use rights under Section 18.4 hereof, the Common Elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners.
 - (b) Settlement or Movement of Improvements. In the event that any Unit shall encroach upon any Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment upon the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portions of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.
 - (c) Air Space. The Owner of each Unit shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and said Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
 - (d) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provisions of such

utility or other services or drainage facilities or the use of these easements. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Condominium Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

- (e) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion 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 portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
- (f) Maintenance Easement. The Association shall have an easement to enter a Unit for the maintenance, repair and replacement of the Common Elements. Such access to a Unit shall be with notice to the Unit Owner or other occupant, if practicable, and only during reasonable hours, except that access may be had at any time in case of emergency.

4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and, except as elsewhere provided herein to the contrary, the exclusive right to use all appropriate appurtenant Limited Common Elements shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein 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 shall have, as an appurtenance thereto, an undivided percentage interest in the Common Elements and a percentage share of the Common Expenses and Common Surplus, as set forth in Exhibit F to the Original Declaration.
- 5.2 Voting. An Owner or Owners of a Unit shall collectively be entitled to one (1) vote.
- 5.3 Membership in Association. Each Unit shall have, as an appurtenance thereto, a membership in the Association and in the funds and assets of the Association.
- 5.4 Eligibility to serve on Board of Directors. To be eligible to serve on the Board of Directors, a Person must be a Unit Owner.

6. **AMENDMENTS.** Except as elsewhere provided herein, this Declaration may be amended in the following manner:

6.1 **By the Association.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered or the written agreement through which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-fourth (1/4) of the total voting interests in the Association. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. An amendment proposed pursuant hereto must be approved by not less than a majority of the total votes of the membership of the Association, either at a meeting or by written agreement.

6.2 **Proviso.** Except as provided elsewhere in this document:

- (a) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units, unless the Unit Owner so affected shall consent.
- (b) No amendment shall either change any Unit or the share in the Common Elements appurtenant to it, or increase the Unit Owner's share of the Common Expense, unless the record title holder of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment.

6.3 **Execution and Recording.** An amendment shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Palm Beach County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted, and the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

7. **MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.**

7.1 **Units.** All maintenance, repairs and replacements of, in or to any Unit, as defined in Section 3.4 hereof, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Unit Owner includes, but is not limited to, all electrical and plumbing fixtures, shower pans, lines, pipes, outlets, wiring and connections within or serving only that Unit, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, the heating and air-conditioning

equipment serving only a particular Unit (wherever situated), and everything else within the boundaries of the Unit except to the extent the Association is specifically responsible therefore under Section 7.3 below. The Unit Owner shall also maintain, repair and replace, at his, her or its sole cost and expense, all portions of any hurricane protection that the Unit Owner may install, upon prior written approval of the Association, including such portion of the Common Elements, if any, to which the hurricane protection is attached, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane protection if necessary or required in order for the Association to discharge its obligations hereunder, except painting the exterior surfaces of the shutters, which shall be performed by the Association at Common Expense.

7.2 Specific Unit Owner Responsibilities.

- (a) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of any portions of the air-conditioning and heating systems serving only his or her particular Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, discharge lines, as well as the air conditioning riser pipes and all related parts, without regard to whether such items are located within the boundaries of the Units, except as provided in Section 7.3 below. The Unit Owner shall also be responsible for the maintenance, repair and replacement of the garage door exclusively servicing the Unit. Notwithstanding the foregoing, the Association may enter into a service contract for all air conditioning and heating systems serving any portion of the Condominium Property, with the cost of the service contract being paid for at Common Expense, provided, however, that each individual Owner shall be responsible for any maintenance, repair or replacement not covered by the service contract.
- (b) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of all exterior screens, doors (excluding painting the exterior surface of the door, as necessary), and all windows and sliding glass doors serving a Unit, including, without limitation, frames, locks and operating mechanisms appurtenant to the windows and sliding glass doors, as well as trim and caulking. Without limiting the generality of the foregoing, no Unit Owner may decorate, alter or modify exterior screens, doors, or windows or the framework, locks or operating mechanisms thereof in any manner whatsoever, except with the prior written approval of the Board of Directors, as provided in Section 9 hereof.
- (c) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair, and replacement of all fans, stoves, hot water heaters, refrigerators, sinks, toilets, tubs, showers, shower pans, or other appliances or equipment, including any fixtures and/or their connections required to provide Utility Service to his Unit.
- (d) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the circuit breaker box within or serving the unit and all electrical lines, conduits or fixtures running from the circuit breaker box into the Unit up to and including the fixtures or outlets within the Unit.
- (e) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the main shut-off valves within or

serving the Unit and all plumbing lines, conduits or fixtures running from the main shut-off valve into the Unit up to and including the fixtures or outlets within the Unit and all drain lines within or serving the Unit up to the point the drain line connects to the common line, except and excluding those drain lines which are located, in whole or in part, within a load bearing wall or load bearing slab. This excludes the main shut-off valve outside of the Unit that controls water flow to more than one unit.

- (f) Maintenance and upkeep of the interior areas of any balcony, terrace or patio, including any enclosures or additions made by the Unit Owner, shall be the exclusive responsibility of the Unit Owner to which that balcony, terrace or patio shall be appurtenant. This includes any windows or sliding glass doors installed on the terraces, balconies, and patios as of the date of recording this Declaration, as well as any screens.
- (g) Unit Owners shall report to the Association any defects or need for repairs the responsibility for the remedy of which is that of the Association within a reasonable amount of time after discovery, but not later than thirty (30) days from the date of discovery of any such defects or need for repairs.
- (h) All maintenance, repair or replacement for which the Units Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein. The Unit Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes, and to indemnify the Association and its members from any construction liens which may attach to Common Elements and which are attributable to work performed by or for the benefit of the Unit Owner. The Board may establish rules regarding contractor access to the condominium property, including rules regarding work hours, and may require a Unit Owner to post a damage/cleaning deposit in advance of commencing any work.
- (i) All floors in all Units, except bathrooms, kitchens and foyers, shall be covered in accordance with rules promulgated by the Community Association or Condominium Association, as the case may be, so as to abate the noise which may be created and transmitted to the Unit or Common areas of the Condominium lying below. All hard surfaces must have approved noise abatement. In the event the Board of Directors determines that any noise is being transmitted to another Unit or to Common Areas and that such noise is unreasonable, then the Owner of such Unit shall, at his expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board.

7.3 Common Elements and Condominium Association Property. Except to the extent (i) expressly provided to the contrary herein; or (ii) proceeds of insurance are made available therefore, the Association shall be responsible, at common expense; or (iii) except to the extent as maintained, repaired or replaced by the Community Association, for:

- (a) All maintenance, repairs and replacements in or to the Common Elements, Limited Common Elements and Association Property, except as otherwise provided in Sections 7.1 or 7.2 hereof;
- (b) All portions of the Condominium (except interior wall surfaces of Units) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, chasing and load bearing railings, walls or columns, or boundary walls of Units and roofs;
- (c) All fixtures on the exterior of the Buildings except as otherwise provided in Sections 7.1 or 7.2 hereof;
- (d) All floor and ceiling slabs, including, but not limited to, the slabs of all terraces and balconies;
- (e) All conduits, chases, chase areas, ducts, plumbing, air-conditioning (not including any compressor, air handler or other components identified in Section 7.2(a) above which serve only one particular Unit);
- (f) Wiring and other facilities for the furnishing of Utility Services to the Common Elements or Association Property;
- (g) All electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Unit;
- (h) All plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the exterior main shut off valve outside of but serving the Unit, and all drain lines serving the Common Elements or more than one Unit;
- (i) All air conditioning supply pipes, return pipes and ball valves serving the Common Elements;
- (j) All other utilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained;
- (k) All property owned by the Condominium Association;
- (l) The exterior surface of all Unit entry doors and garage doors;

The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Unit Owners, their families, tenants, guests or invitees, in which case such cost and expense shall be paid solely by such Unit Owners, and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit.

7.4 Construction During Season. The Board of Directors is empowered to make and amend rules regulating construction on the property by Unit Owners, which may include, without limitation, the delineation of portions of the year during which certain types of construction, renovation, repair or other work in a Unit shall be prohibited.

7.5 Inspection of Unit during Owner's Absence. Where a Unit Owner is absent from his Unit, it is incumbent on the Owner to routinely and periodically examine and inspect the Unit to ensure the absence of leaks and conditions that would otherwise lead to damage to the building and its occupants, in recognition of the fact that where multiple owners occupy a single building, a problem that develops in one unit may well affect other units and the common element components of the building. Each Unit Owner is responsible to arrange for periodic inspections of the Owner's Unit whenever the Unit is vacant for a period of at least fourteen (14) consecutive days. The Owner shall provide the Condominium Association with the name and contact information of the party to perform such periodic inspections for the Unit Owner during the Unit Owner's absence and for purposes of an emergency. Prior to leaving the Unit for an extended period of time, the Owner shall ensure that water is shut off to the Unit at the valve. The Board of Directors of the Condominium Association may promulgate such rules and regulations from time to time as the Board deems necessary to further implement the requirements of this paragraph and such rules and regulations that are not inconsistent with this paragraph.

7.6 High Risk Components; Inspection, Maintenance, Repair and Replacement.

- (a) Board Designation of High-Risk Components. The Board of Directors may, from time to time in sound business judgment, determine that certain portions of the owners' Units required to be maintained by the owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired, or replaced. By way of example, but not limitation, these portions, objects, or appliances might include smoke detectors, security panels, carbon monoxide detectors, dryer vents, water valves, water heaters, and air conditioners. Those items determined by the Board of Directors to pose such a particular risk are referred to as "high-risk components."
- (b) Requirements for Care of High-Risk Components. At the same time that it designates a high-risk component, or at a later time, the Board of Directors may require one or more of the following with regard to the high-risk component:
 - 1. That it be inspected at specified reasonable intervals by a representative of the Association or by an inspector or inspectors designated by the Board of Directors.
 - 2. That it be replaced or repaired at specified reasonable intervals or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.
 - 3. That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board of Directors.
 - 4. That when it is repaired or replaced, the installation includes additional components of installation specified by the Board of Directors.
 - 5. That it be replaced or repaired by contractors having particular licenses, training, or professional certification, or by contractors approved by the Board of Directors.

6. If the replacement or repair is completed by a Unit Owner, then it must be inspected by a person designated by the Board of Directors.

(c) Member Responsibility for High-Risk Components. The imposition of requirements by the Board under Section (b) above shall not relieve a Member of his or her obligations regarding High-Risk Components, including but not limited to the obligation to perform and pay for maintenance, repairs and replacement.

(d) Board Authority to Enforce Member Obligations. If any Member fails to maintain, repair, or replace a High-Risk Component in accordance with the requirements established by the Board hereunder, the Association may, in addition to any other rights and powers granted to it under the governing documents and state law:

1. Fine the Member or the occupant of the unit, or both;
2. Enter the unit for the purpose of inspecting, repairing, maintaining, or replacing the High-Risk Component, as the case may be, and charge the cost to the Member as a common expense attributable to the unit, collectable from the Owner in the same manner as an assessment; or
3. Bring an action against the Member for specific performance of the Member's obligations hereunder.

(e) Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for a high-risk component within the meaning of this Section 7.6, then the Association may enter into such contractual undertakings upon approval of a majority of the entire Board of Directors. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

7.7 Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter the condominium Unit through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and /or on the exterior surfaces of the Unit or any part thereof.

(a) What the Unit Owner Can Do. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others but they are not meant to be all-inclusive.

1. Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well

as many other household goods could already contain mold which can then be spread to other areas of the Unit.

2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

3. Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

4. Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

5. Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers (inspected, cleaned and serviced regularly by a qualified professional.

6. Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

7. Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

8. Fix leaky plumbing and leaks in the interior of the Unit and all other sources of moisture problems immediately.

9. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

10. Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

11. Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

12. Regularly maintain the Unit. For examples, regularly caulk the windows, faucets, drains, tub and showers.

(b) DISCLAIMER AND RELEASE OF CLAIMS. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE PREVENTION OF MOLD AND/OR MILDEW OR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY SPECIAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGES, PERSONAL

INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF INCOME, DIMINUTION OR LOSS OF VALUE OF THE UNIT, ECONOMIC DAMAGES, AND ADVERSE HEALTH EFFECTS RELATING TO, ARISING FROM OR CAUSED BY MOLD AND/OR MILDEW ACCUMULATION REGARDLESS OF THE CAUSE OF SAID MOLD/MILDEW. EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OR ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER, OWNER AND INTEREST HOLDER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

8. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON ELEMENTS OR ASSOCIATION PROPERTY BY THE ASSOCIATION.

The Condominium Association shall have the right to make or cause to be made structural changes, alterations or improvements to the Common Elements, as well as substantial additions to the Common Elements or the real property owned by the Condominium Association, whether the same may be considered a "material alteration" under the Act, including color selections and other changes, as long as the cost is not more than \$50,000.00 in any one fiscal year without prior approval of the Unit Owners. Material alterations or substantial additions costing more than that amount shall be approved by at least a majority of the Members voting in person or by proxy at a meeting called for that purpose. Work that is reasonably necessary to protect, maintain, repair, replace, or insure the Common Elements or Association property or to comply with any local, state, or federal law or regulation shall not be considered a material alteration or substantial addition to the Common Elements, and no prior Unit Owner approval is required. Alterations made for the purpose of protecting the Common Elements or for the safety of the residents of Condominium shall not be deemed to be a "material alteration". If approval of the Community Association is also required before the Condominium Association may make a material alteration to the Common Elements or Property owned by the Condominium Association, then the Condominium Association shall also follow the procedure to obtain Community Association approval.

9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY BY UNIT OWNER.

9.1 Prohibited Alterations. Subject to section 9.2 below, no Unit Owner shall make any addition, alteration or, improvement in or to the Common Elements or Condominium Association Property.

9.2 Consent of the Condominium Association. Effective as of the date of recording this Declaration, no Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit or to the Limited Common elements appurtenant to his or her

Unit which is structural in nature, or which impacts the Common Elements in any way, including, but not limited to, any work which involves materially piercing the Unit boundary, which changes the appearance of any portion of the exterior of the Building, which relocates, modifies or involved the installation of any decorative surface or material on new electrical, plumbing, telephone or any such utility line which requires the issuance of a permit from a governmental or regulatory authority or agency without the prior written consent of the Board of Directors of the Condominium Association. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Condominium Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within-thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. The Board may condition its approval hereunder on the payment of such fees and charges and the posting of such deposits as the Board deems necessary and appropriate and the Board is hereby authorized to adopt and amend guidelines establishing such fees, charges and deposits. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Condominium Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Condominium Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Condominium Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Condominium Association's performance of its maintenance obligations under this Declaration. The Board may impose the requirements set forth in Paragraph 7.2(h) above and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owners expense.

- 9.3 Additional Unit Owner Responsibility for Alterations and Additions. Any modifications, installations, or additions to the interior or exterior of the Unit made by a Unit Owner shall be the financial responsibility of the Unit Owner and his or her grantees, heirs, successors and assigns and any future Owners of the Unit, including, but not limited to, insurance, maintenance, repair, and replacement of the modifications, installations or additions, regardless of whether the modification, installation or addition was installed by the current or a former Unit Owner. If a Unit Owner makes any changes to Limited Common Elements, Common Elements or Condominium Property, the Association may require any modification, alteration, or addition to the Condominium

Property installed by a Unit Owner to be removed by and at the expense of the Owner in connection with the Condominium Association's discharge of its obligations under this Section. In such cases, if the Condominium Association advances the cost of removal and/or reinstallation of such improvements, the Unit Owner who installed the alteration, addition, or improvement (and/or his or her successors in title) shall be obligated to reimburse the Condominium Association for any costs incurred by the Condominium Association in connection with the removal and/or re-installation of the alteration, addition or improvement, with said obligation being secured by a lien enforceable in the same manner as a lien for Common Expenses as provided in Section 12 herein below. Further, the Condominium Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or re-installation, unless occasioned by the gross negligence or willful misconduct of the Condominium Association or its contractor or agent.

- 9.4 Delegation of Duties to the Community Association. The Board of Directors of the Condominium Association, may, in its discretion, delegate its duties under this Section 9 of this Declaration to the Community Association. The Board of Directors reserves its right to rescind any such delegation at any time in the future.

10. OPERATION OF THE CONDOMINIUM BY THE CONDOMINIUM ASSOCIATION POWERS AND DUTIES.

- 10.1 Powers and Duties. The Condominium Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Condominium Association shall include those set forth in the Articles of Incorporation and By-Laws of the Condominium Association (respectively, Exhibits "D" and "E" to the Original Declaration), as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:
- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements, Association Property, or to a Unit or Units. Unit Owners shall be required to provide the Association with a key for access to the Unit for the foregoing purposes. If the Owner fails to provide a key that provides access to the Unit, the Association shall not be liable for any damage caused to the Unit or to the Unit Owner's property as a result of the Association gaining access to the Unit or any delay in gaining such access, and the Unit Owner shall be liable for any costs incurred by the Association in obtaining access. The Unit Owner shall be given advanced notice of any non-emergency access.
 - (b) The power to make and collect regular and special Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair and replace the Common Elements and Condominium Association Property.
 - (c) The power to acquire or convey title to real property (excluding Units in the Condominium) and to mortgage real property upon the approval of seventy-

five percent (75%) of all the voting interests of the Condominium Association either at a meeting or by written agreement.

- (d) The power to purchase Units in the Condominium and to hold, lease, mortgage or sell a Unit so acquired.
- (e) The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.
- (f) The right to grant, modify or move easements which are part of or cross the Common Elements or Condominium Association Property.
- (g) The duty to maintain official records according to good accounting practices, and the requirements of the Condominium Act, as same may be amended from time to time.
- (h) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Condominium Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Condominium Property for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, subject to the limitation on mortgaging Association real property set forth in Paragraph (c) of this Section 10.1.
- (j) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Units, the Common Elements, Association Property and the Condominium Property.
- (k) The power to lease and/or charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner or other third party being granted a right to such exclusive use.
- (l) The power to delegate to and receive responsibilities from the Community Association, as the Board of Directors of the Condominium Association (in cooperation with the Community Association) determines to be reasonable and necessary for the efficient operation of the Condominium and/or the Community.
- (m) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the Exhibits referenced herein, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 10.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Condominium Association to maintain and repair parts of the Condominium Property, the Association shall have no liability to Unit Owners for injury or damage caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to this Declaration. Further, the Condominium Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.
- 10.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 10.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting or vote by written agreement, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 10.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declaration, Articles of Incorporation or By-Laws shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

11. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFORE.

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and assess such Assessments among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Additionally, the Board of Directors may levy special assessments when determined by the Board of Directors to be necessary. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors

as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association. expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. 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.

12. COLLECTION OF ASSESSMENTS.

12.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Unit Owner, including interest, late charges, attorneys' fees and costs, if any. Except as provided in Section 12.4 below, the Unit Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title, including interest, late charges, attorneys' fees and costs, if any. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Act for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by the abandonment of the Unit for which the Assessments are made or otherwise. No Owner or acquirer of title to a Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his ownership. To the extent this paragraph is inconsistent with Section 718.116 of the Act, this paragraph shall govern.

12.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien shall have such priority as may be provided in the Act. All claims of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and Special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of

Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 12.7 below.

- 12.3 Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Unit which shall have the same priority as the Association's lien for unpaid assessments against the Unit. Except to the extent limited by the Act, the lien on any rentals derived from the Unit shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the owner is delinquent in the payment of any Assessment or other charge due and payable to the Association by the Unit Owner under this Declaration.
- 12.4 First Mortgagee. First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of any of the Common Expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in the Act. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.
- 12.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.
- 12.6 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.
- 12.7 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.
- 12.8 Set Off. Any funds due and payable by the Association to a Unit Owner under this Declaration of Condominium, the Articles of Incorporation or the By-Laws, or under the Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Unit Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.
- 12.9 Community System Services. The Association shall have the right but not the obligation to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise),

entertainment, telecommunication, internet, alarm monitoring and/or other services (collectively, "Bundled Services") for Units in the Condominium. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Unit Owners. The Association may also join in Bundle Service Agreements with the Community Association for Bundled Services to be provided to the Community. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (i.e., a service not automatically received by all Unit Owners entitled to receive Bundled Services pursuant to a Bundled Service Agreement, with each such service shall be referred to as an "Optional Service"). Unit Owners will be responsible for any Optional Services elected by the Unit Owner, and the charges therefore shall be billed directly to the Unit Owner. Additionally, Unit Owners may be responsible for the hook-up costs, and the costs of any converter boxes and remote control units provided to a Unit Owner unless otherwise provided in the Bundled Services Agreement. Further, Unit Owners will be responsible for and agree to indemnify and hold the Association harmless from any damages caused by the Unit Owner, his tenants, guests and invitees to equipment provided to Unit Owner by a Bundled Service provider. Notwithstanding anything contained to the contrary in this Declaration, the costs and expenses charged to the Association under any Bundled Service Agreement shall be apportioned equally to all Units in the Condominium, except all Optional Services are specifically excluded and each Owner shall be responsible for paying the costs of all such Optional Services. A Unit Owner's non-use of any Bundled Service shall not entitle the Unit Owner to avoid the obligation for the portion of the assessment attributable to that Unit Owner's Unit under the Bundled Service Agreement. The Association shall have an easement to access each Unit in the Community to install and maintain necessary equipment and wiring associated with Bundled Services. Such easement shall also be in favor of the Bundled Service provider. In the event a Unit Owner or a Unit Owner's representative, tenant, guest or invitee, interferes with the installation or maintenance of the wiring and equipment necessary to provide the Bundled Service the Association contracts for under a Bundled Service Agreement, the Unit Owner of the Unit where the interference is caused shall be indemnify the Association for all additional expenses caused by the interference, including attorneys' fees and costs, which shall be a personal liability of the Unit Owner and a special assessment against the Unit, which shall be collectable in the same manner as other unpaid assessments levied by the Association as provided in this Declaration.

- 12.10 Abandoned Property. The Association, at the sole discretion of the Board, may enter an abandoned unit to inspect the unit and adjoining Common Elements; make repairs to the unit or to the Common Elements serving the unit, as needed; repair the Residence if mold or deterioration is present; turn on the utilities for the unit; or otherwise maintain, preserve, or protect the unit and adjoining Common Elements. For purposes of this paragraph, a unit is presumed to be abandoned if: (a) the unit is the subject of a foreclosure action and no tenant appears to have resided in the unit for at least 4 continuous weeks without prior written notice to the Association; or (b) no tenant appears to have resided in the unit for 2 consecutive months without prior written notice to the Association, and the association is unable to contact the Owner or determine the

whereabouts of the Owner after reasonable inquiry. Except in the case of an emergency, the Association may not enter an abandoned Unit until 2 days after notice of the Association's intent to enter the Unit has been mailed or hand-delivered to the Owner at the address of the Owner as reflected in the records of the Association, even if the Owner is deceased. The notice may be given by electronic transmission to Unit Owners who previously consented to receive notice by electronic transmission. Any expense incurred by the Association pursuant to this paragraph is chargeable to the Unit Owner and enforceable as an assessment pursuant to Chapter 718 and the Association may use its lien authority provided in this Declaration and Chapter 718 to enforce collection of the expense. The Association may petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned Unit for the benefit of the Association to offset against the rental income the Association's costs and expenses of maintaining, preserving, and protecting the Unit and the Property, including the costs of the receivership and all unpaid assessments, interest, administrative late fees, costs, and reasonable attorneys' fees.

- 12.11 Bankruptcy. In the event an Unit Owner files for protection under any chapter of the United States Bankruptcy Code, the Association shall have the right to retain legal counsel to appear in the bankruptcy proceeding on the Association's behalf whether or not the Unit Owner has an outstanding obligation to the Association, including delinquent assessments, file a proof of claim, if applicable, monitor the bankruptcy proceeding, seek stay relief, and/or take such other actions as the Association's legal counsel deems advisable to protect the Association's interests relative to the Unit and Unit Owner. The Unit Owner shall be personally liable to the Association for its attorneys' fees and costs incurred in the Unit Owner's bankruptcy proceedings, which shall also be deemed an Assessment against the Unit Owner's Unit and secured by a lien should the Unit Owner fail to pay said attorney's fees and costs upon demand. The Association shall be entitled to foreclose its lien for any attorneys' fees and costs incurred pursuant to its rights granted in this paragraph in the same manner as assessments pursuant to this Declaration and the Act.

13. INSURANCE. The insurance, other than optional title insurance, that shall be carried on the Condominium Property (both real and personal) of the Association, and the property of the Unit Owners shall be governed by the following provisions:

- 13.1 All insurance policies upon the Condominium Property and the property of the Association shall be purchased by the Board of Directors of the Association. The named insureds shall be the Association, Unit Owners, and Institutional Mortgagees, as it and their interests may appear, in such amounts as provided herein subject to compliance with the Act. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, and all policies and their endorsements shall be deposited with the Association. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses.

13.2 Coverage.

- (a) Liability. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium and all property of the Association and insuring the Association, the Unit Owners and their mortgagees, as their interest may appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time.

- (b) Casualty Insurance. The Board of Directors of the Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including property owned by the Association, in and for interests of the Association, all Unit Owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurance replacement value of the property as determined annually by the Board of Directors of the Association. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes, as same may be amended from time to time.
 - (c) The Board of Directors of the Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law.
 - (d) The Board of Directors of the Association shall obtain Flood Insurance to meet the requirements of federal, state and local law.
 - (e) The Board of Directors of the Association shall obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- 13.3 Waive Subrogation. If available, and where applicable; the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its right to subrogation as to any claim against Unit Owners, the Association, their respective servants, agents and guests.
- 13.4 Premiums. Premiums upon insurance policies purchased by the Board of Directors of the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear and shall provide that all proceeds covering losses shall be paid to the Association. The sole duty of the Board of Directors shall be to receive such proceeds as are paid to the Association and hold the proceeds in trust for the benefit of the Association, the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Association:
- (a) Common Elements. Proceeds on account of damaged Common Elements - an undivided share for each Unit Owner, such share being the same as an undivided share in the Common Elements appurtenant to his Unit.
 - (b) Property (both real and personal) of the Association. Proceeds on account of damaged property of the Association -an undivided share for each Unit Owner, such share being the same as an undivided share in the Common Elements appurtenant to his Unit.
 - (c) Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the pro-rated amount of damage within each damaged Unit as a percentage of the total damage within all Units, except that if the condominium is terminated then the insurance proceeds shall be allocated as provided in the Plan of Termination adopted in accordance with

Section 718.117, Florida Statutes, which allocation may or may not be the same as the Unit owner's share in the common elements.

- (d) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that 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 distribution of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

13.5 Distribution of Proceeds. Proceeds of insurance policies received by the Board of Directors of the Association shall be distributed in the following manner:

- (a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. All costs of construction and repair in excess of the insurance proceeds received by the Association shall be paid by the Association as a common expense. Any insurance proceeds remaining after paying the construction and repair costs shall be allocated to reserves as determined by the Board of Directors.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, but the condominium is not to be terminated, the remaining proceeds shall be allocated to reserves as determined by the board of Board of Directors. If the condominium is terminated, the proceeds shall be distributed according to Section 718.117(17), Florida Statutes. In the event of loss or damage to personal or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal or real property as may be lost or damaged, the proceeds shall be allocated to the Condominium Association's reserves in the manner determined by the Board of Directors, unless the condominium is terminated, in which case the proceeds shall be distributed according to Section 718.117(17).
- (d) Certificate. In making any distribution to unit owners and their mortgagees, the Board of Directors may rely upon a certificate of the Association, as to the names of the Unit Owners and their respective shares of the distribution, provided, however, that such certificates shall not be binding insofar as mortgagees of Units are concerned. The Association shall obtain appropriate certificates from all such mortgagees prior to any disbursement to Unit Owners or mortgagees.

13.6 Unit Owner Insurance. Each Unit Owner is responsible for insuring his own Unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, and electrical fixtures serving the unit and all alterations, additions and improvements made to the unit or the Common Elements by the owner or his predecessors in title. Each Unit Owner is expected to carry a Florida condominium insurance policy (commonly referred to as an "H06 policy") with endorsements for mold contamination, mildew, fungus leakage, additions and alterations, and special assessment loss protection (to the extent each such endorsement is

available for purchase). Each Unit Owner shall provide the Association a certificate of insurance evidencing compliance with this paragraph. If a Unit Owner fails or refuses to purchase insurance as required by this paragraph after the Association provides the Unit Owner 30 days' notice to comply, then the Association may, in addition to all other remedies provided by this Declaration and Florida law, force place insurance (if possible) on the Unit and charge the cost to the Unit Owner as an Assessment attributable to the unit, collectable from the Unit Owner in the same manner as Assessments for Common Expenses. Each owner hereby expressly appoints the Association as attorney-in-fact to obtain insurance on the Unit Owner's behalf if the owner has failed to voluntarily purchase such insurance as required by this paragraph. The Association may adopt such additional rules and regulations it deems appropriate to further implement this paragraph.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

- 14.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds received on account of the loss or damage shall be used as provided herein. The Association shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from the Association insurance, for all portions of the Unit that it insures and/or is otherwise required to maintain, repair, or replace pursuant to this Declaration or the law. The Unit owner shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from his or its insurance, for all portions of the Unit and/or limited common elements that the owner insures and/or is otherwise required to maintain, repair, or replace pursuant to this Declaration or the law. The foregoing notwithstanding, if the Board of Directors determines, in its sole and exclusive discretion, that due to the nature or the extent of the damage to the Unit or Units that it is in the best interest of the Association that all the reconstruction and repair be made by the Association, then the Association shall be entitled to receive all insurance proceeds, contract for the repairs, make the repairs, and thereafter distribute the excess unused proceeds of the Unit owner's insurance, if any, to the Unit owners.
- 14.2 Minor Damage. Where a loss or damage occurs within a Unit or Units, or to the Common Elements or to any Unit Or Units and the Common Elements or to the property of the Association, but said loss is less than "major damage" as hereinafter defined, it shall be obligatory upon the Association and the Unit Owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "major damage":
- (a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of costs of repair and restoration.
 - (b) If the damage or loss involves individual Units, as well as the Common Elements, or if the damage is limited to the Common Elements alone, but is less than \$10,000.00, the insurance proceeds shall be endorsed over to the Association by the Board of Directors, and the Association as hereinbefore provided, shall promptly contract for the repair and restoration of the damage.
 - (c) If the damage or loss involves the property of the Association, individual Units, as well as the Common Elements, or if damage is limited to the Common Elements alone, but is in excess of \$10,000.00, the insurance proceeds shall be disbursed by the Association for the repair and restoration of the property upon the written direction and approval of the Board of Directors of the Association, provided, however, that upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional

Mortgagee owning and holding the first recorded mortgage encumbering a Unit, so long as it owns and holds any mortgage encumbering a Unit. At such time as the aforesaid Institutional Mortgagee is not the holder of a mortgage on a Unit, then its right of approval and designation shall pass to the Institutional Mortgagee having the highest dollar indebtedness on Units in the Condominium Property. Said written approval shall not be unreasonably withheld. Should written approval be required, as aforesaid, it shall be said Mortgagee's duty to give written notice thereof to the Association. The Board of Directors may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Association, and execute any affidavit required by law or by the Association or the aforesaid Institutional Mortgagee, and deliver same to the Association. The foregoing shall be in such form as any of the aforesaid parties may require. In addition to the foregoing, the Institutional Mortgagee whose approval may be required under this section, shall have the right to require the Association to require the general contractor performing the reconstruction to obtain a completion performance and payment bond, in such form and amount, and with a bonding company authorized to do business in the State of Florida, as are acceptable to the said Mortgagee.

- (d) Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
- (e) If the net proceeds of the insurance are insufficient to pay for the estimated costs of restoration and repair (or for the actual costs thereof if the work has actually been done), the Board of Directors of the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Unit Owners in proportion to the Unit Owner's share in the Common Elements, for the portion of the deficiency as is attributable to the cost of restoration of the Common Elements and property of the Association and against the individual Owner for the portion of the deficiency as is attributable to his individual Unit, provided, however, that if the Board of Directors of the Association finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged Unit(s), then the Board of Directors of the Association shall levy an Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owner's share in the Common Elements, just as though all of said damage had occurred in the Common Elements. Special Assessment funds shall be delivered by the Association to the Board of Directors, and shall be added by said Board to the proceeds available for the repair and restoration of the property.
- (f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by Special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request thereof, at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee,

the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and his Unit shall be subject to Special Assessment for such sum.

14.3 Major Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "major damage" shall mean loss or damage whereby three-fourths (3/4) or more of the total Unit space in the Condominium is rendered untenantable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of casualty insurance coverage becomes payable. Should such "major damage" occur, then:

- (a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.
- (b) Thereupon, a meeting of the Unit Owners shall be called by the Board of Directors of the Association, to be held not later than sixty days after the casualty to determine the wishes of the Unit Owners of this Condominium with reference to the abandonment of the Condominium project, subject to the following:
 - (i) If the net insurance proceeds available for restoration and repair are sufficient to cover the costs thereof, so that no Special Assessment is required, then the Condominium Property shall be restored and repaired unless two-thirds (2/3) of all the Unit Owners entitled and qualified to vote shall vote to abandon the Condominium project, in which case the Condominium Property shall be removed from the provisions of the law by the recording in the public records of Palm Beach County, Florida, an instrument terminating this Condominium, which said instrument shall further set forth the facts executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument, and the Unit Owners shall thereupon become owners as tenants in common in the property, i.e. the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium and their undivided interests in the Property shall be the same as their undivided interest in the Common Elements of this Condominium prior to its termination, and the mortgages and liens upon Condominium parcels shall become mortgages and liens upon the undivided interest of such tenants in common, with the same priority as existed prior to the termination of the Condominium.
 - (ii) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof, so that a Special Assessment will be required, and if a majority of all the Unit Owners entitled and qualified to vote, vote against such Special Assessment and to abandon the Condominium project, then it shall be so abandoned and the Condominium Property removed from the provisions of the law, and the Condominium terminated, as set forth in the immediately preceding subparagraph (i), and the Unit Owners shall be tenants in common in the property in such undivided interests and all mortgages and liens upon the Condominium parcels shall encumber the undivided interests of such tenants in common, as provided in the immediately preceding subparagraph (i). In the event a majority of the Unit Owners of this Condominium vote in favor of Special Assessments, the Board of Directors of the Association shall immediately levy such Special

Assessments, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 14.2(c) above. The Special Assessment fund shall be delivered by the Board of Directors to the Association and added by said Board to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Board for the repair and restoration of the property, as provided in Paragraph 14.2(c) above.

- (iii) In the event any dispute shall arise as to whether or not "major damage" has occurred, it is agreed that such finding made by the Board of Directors of the Association shall be binding upon all Unit Owners and mortgagees.

- 14.4 Surplus. It shall be presumed that the first monies distributed in payment of costs of repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, such balance shall be allocated to the Condominium Association reserves in the manner determined by the Board of Directors.
- 14.5 Certificate. The Board of Directors may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request the Association shall forthwith deliver such certificate.
- 14.6 Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original Building, or as the Building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or Substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required.
- 14.7 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent 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, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association and to execute and deliver releases therefore upon payment of claims.
- 14.8 Institutional Mortgagee's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements, the Institutional Mortgagee holding the greater dollar volume of Unit mortgages shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Mortgagee shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such items of Common Expense.

15. CONDEMNATION.

- 15.1 Deposit of Awards with Association. The taking of portions of the Condominium Property by the exercise of the power of eminent domain may, in the discretion of the Board of Directors, be deemed to be a casualty, and the awards for that taking may be deemed to be proceeds from insurance on account of the casualty and may be deposited in the manner provided for insurance proceeds. Even though the awards

may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

- 15.2 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 also shall be deemed to be a casualty.
- 15.3 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 after a casualty, or as elsewhere specifically provided herein.
- 15.3 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 and discretion of the Board), 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:
- (a) 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 Owner of the Unit. The Association shall have the right to collect and enforce any Assessment for such costs and charges in the manner provided in accordance in Article 12 of this Declaration for the enforcement of Assessments.
 - (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, if a mortgagee endorsement has been submitted to the Association, the remittance being made payable jointly to the Owner and such mortgagees in the manner provided in such mortgagee endorsement.
 - (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the allocated percentage in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced by multiplying such allocated percentage by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be restated as follows:
 - (i) Add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

- (ii) Divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance. The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.4 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 sale opinion and discretion of the Board). 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:

- (a) Payment of Award. The awards shall be paid first to any Institutional First Mortgagees who have submitted a mortgagee endorsement to the Association in amounts sufficient to payoff their mortgages in connection with each Unit which is made uninhabitable; second, to the Association for any unpaid Assessments and other charges; and third, jointly to the affected Unit Owners and other mortgagees of their Units who have submitted a mortgagee endorsement to the Association.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required in Article 8 hereof.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Units. This shall be implemented by restating the shares of continuing Unit Owners as follows:
 - (i) Add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof (the "Percentage Balance"); and
 - (ii) Divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section 15.4(c) hereof, by the Percentage Balance. The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; 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 required by Section 8 hereof. 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 are made pursuant hereto by reason of the taking or applied by the Association to other Assessments, in the discretion of the Board. If the Board determines to distribute the surplus and there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit who have submitted a mortgagee endorsement to the Association.

- 15.6 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration of Condominium to be approved by, and executed upon the direction of, a majority of the Board.

16. OCCUPANCY AND USE RESTRICTIONS.

The property shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration and Amendments thereto. The Association, acting through the Board of Directors, shall have the power to enforce the use restrictions that follow and such other restrictions that the Board of Directors of the Association adopt from time to time that compliment and are consistent with said restrictions. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of owners and which provide for sanctions against Owners shall also apply to all occupants of any unit.

The Association, acting through its Board of Directors, shall have authority to make and to enforce Rules and Regulations, standards and restrictions governing the use of Units and Common Elements, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to the vehicle storage areas, pathways systems, swimming pools, tennis courts, community center and parking facilities, if any. Such Rules and Regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified at a regular or Special Meeting of the Association by Voting Members representing a majority of the Members or by the Board of Directors.

- 16.1 Occupancy of Units. Each unit shall be used as a single-family residence only and no more than two (2) persons per bedroom shall be allowed to permanently reside in any one Unit. The use of a portion of a Unit as an office by an Owner or his tenant shall be allowed if such use does not create regular customer, client or employee traffic, a further set forth in this Article 16 below. Each Owner or Lessee, as applicable, shall notify the Association of any periods of time during which the Unit becomes unoccupied. As used only in this section, the term "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit for a period in excess of fourteen (14) days. Each Owner or Lessee, as applicable, shall also notify the Association upon their return. In the event a Unit is left "unoccupied", said Owner or resident shall comply with Section 7.5 of this Declaration and such additional rules and regulations promulgated by the Condominium Association Board of Directors from time to time.

- 16.2 Occupancy of Units Pursuant to the Fair Housing Act. The Fair Housing Amendments act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. However, the Fair Housing Act provides that a community is exempt from this prohibition if (a) at least eighty percent (80%) of the Units are occupied by at least one (1) person fifty-five (55) years of age or older per Unit; and (b) the community has published and adheres to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older (hereinafter collectively referred to as the "Requirements for Exemption"). For so long as such provisions of the Fair Housing Act are in effect, the Association intends that The Lexington Club will be a community which falls within this exemption to the Fair Housing Act (the "Exemption")

and may therefore prohibit families with children eighteen (18) years of age or younger from residing in The Lexington Club. Therefore, for so long as such provisions of the Fair Housing Act are in effect, except as hereinafter provided, (i) at least one occupant in each Unit in The Lexington Club must be at least fifty-five (55) years of age or older, except as hereinafter set forth; and (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

(a) Board Discretion. The requirements for exemption contemplate that up to twenty percent (20%) of the Units may be occupied by persons all of whom are under the age of fifty-five (55) without loss of exemption. Accordingly, the Board, upon application by an Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a Unit to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board shall determine, which criteria shall include, by way of example and not of limitation, information then known to the Board concerning potential or pending changes in occupancy of other Units in The Lexington Club, if any, due to known adverse medical conditions or domestic relations and the ages of any likely remaining occupants of such Units; other known prospective changes in occupancy of Units for whatever reasons; proximity to age fifty-five (55) of those occupants of other Units in The Lexington Club then under such age; and any other information known to and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of the Units becoming occupied only by persons under the age of fifty-five (55). However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the Requirements for Exemption, including but not limited to, insuring that not more than twenty percent (20%) of the Units in The Lexington Club are occupied only by individuals under the age of fifty-five (55).

(b) Board Responsibility. It shall be the responsibility of the Board to monitor the percentage of Units with occupants all of whom are under the age of fifty-five (55) to ensure that the Board does not permit more than twenty percent (20%) of the Units in The Lexington Club to be occupied only by persons under the age of fifty-five (55). The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption so that the provisions of subparagraph 6 hereof limiting the number of days that children eighteen (18) years of age or younger may stay in a Unit are enforceable. The Board shall also be responsible for complying with the provisions of Section 760.29(e), Florida Statutes, regarding registration of The Lexington Club with the Florida Commission on Human Relations and submitting a letter to said commission regarding The Lexington Club's compliance with said Section 760.29, Florida Statutes, as amended from time to time.

(c) Owner Responsibility. No Owner may lease or sell his Unit unless at least one of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, and such Owner shall submit an age-verification form to the Association prior to the effective date of such transfer which sets forth the ages of the intended occupants. The Board, however, shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in subsequent paragraphs hereof, but not if more than twenty percent (20%) of the Units will not have at least one (1) occupant fifty-five (55) years of age or older. In the event there is a change in the occupants of the Unit (e.g. a death or a divorce) so that at

least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Association of said change in writing.

(d) Children. No Unit may be occupied by any person under eighteen (18) years of age, excepting any relative (child, grandchild, niece, nephew, brother or sister) of an Owner under eighteen (18) years of age may be permitted to visit for reasonable periods not to exceed three (3) consecutive weeks and not to exceed a maximum of eight (8) weeks in any calendar year. In addition, any such visitor under eighteen (18) years of age may only use the residence in accordance with and subject to rules and regulations concerning such use as may be established by the Association.

16.3 Signs. No "For Sale" or "For Rent" signs or other displays of advertising shall be erected or maintained on any part of the Common Elements, Limited Common Elements, or Units, excepting for spaces specifically provided for such signs as may be designated by the Condominium Association or Community Association. The Condominium Association or its agents shall have the right to erect signs on the Condominium Property only for the purpose of managing the Condominium Association.

16.4 Vehicle and Parking Restrictions. Owners and occupants shall park only in the garages or in the driveway serving their Unit or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Community Association may adopt. Residents shall obtain a motor vehicle identification sticker form from The Lexington Club staff within seven (7) days following the commencement of residency. The sticker(s) is to be affixed by the Lexington Club staff to subject in such location as determined by the Community Association. All registered cars must be properly registered and insured. Guest parking should only be used by Owners or occupants in the event each of their designated driveway; garage and assigned spaces are already in use. No vehicles of any nature shall be parked on any portion of Condominium Property except on the surfaced parking area thereof. Furthermore, the Lexington Clubhouse parking lot is not to be used for overnight parking. Owners and occupants of Units may not park, store or keep such vehicles on adjacent roads and streets. No garage may be altered in any such a manner that the number of automobiles which may reasonably be parked there after such alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

The Community Association shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions herein contained. The Community Association may grant exception to the above restrictions for fair housing purposes. The Condominium Association and Community Association may adopt reasonable rules and regulations in regard to this Section which may be changed from time to time as the Board deems necessary.

Commercial vehicles, containing any lettering or advertising on such vehicles are not permitted, except they may be parked briefly for delivery and service purposes only. For any Owner who drives an automobile issued by the County or other governmental entity (i.e. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage, driveway of their Unit, or in an assigned or guest parking space as applicable. Residential, class 2 pick-trucks, 1 ton or smaller, with a properly covered bed, no ladder or ladder racks, no signs and no visible storage shall be permitted.

No commercial vehicles, limousines, motorcycles, recreational vehicles, and/or trailers including, but not limited to, boat trailers, horse trailers, and trailers of every other type, kind or description, or camper, may be kept within The Lexington Club except in the garage of a Unit. Commercial vehicles shall include those vehicles as defined in section 320.01(15)(a), Florida Statutes (2018) as "for-hire" vehicles and/or decorated with commercial lettering or advertising. Recreational vehicles are prohibited and shall include those vehicles as defined in section 320.01(1)(b), Florida Statutes (2018). Notwithstanding defined in section 320.01(3), Florida Statutes (2018); trailers shall include those vehicles as defined in section 320.01(4), Florida Statutes (2018) and mobile units shall include those vehicles as defined in Section 320.01(3), Florida Statutes (2018). No unlicensed driver shall operate any all-terrain or other off-road vehicle on Association streets or common areas. Golf carts are not permitted on Association Property. Motorcycles are permitted but may not be parked or stored overnight on Association Common Areas unless completely enclosed in a garage.

Other prohibited vehicles or items include: agriculture vehicles; monster trucks, dune buggies; swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined above in this document; motorcycle delivery wagons; campers; recreational vehicles; mobile units or mobile houses; boat and boat trailers; motor vehicles that are eyesore, including and not limited to motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of a vehicle; vehicles that are noisy, unsightly or "junkers," or which have flat or missing tires; unless stored in the garage of a Unit.

(a) Unsightly Vehicles. Owners and occupants of Units shall not park, store or leave or permit parking or storing of any vehicle, which is in rusted, wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not upon their Unit or adjacent Units or adjacent roads or streets, unless the same is completely enclosed within an enclosed garage.

(b) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve hours, except in the garage of a Unit. No repair or maintenance, except emergency repair, of vehicles shall be made within Condominium, except in the garage of a Unit. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within public view. Washing and/or waxing of a vehicle shall be permitted.

(c) Visitors and Service Personnel. Residents should obtain from the Lexington Club office a visitor's pass placard for their visitors. Visitor passes will be displayed on the front dashboard for all guests staying overnight or longer. Aides and/or service personnel must be registered in the Lexington Club office and are required to use the visitor gate entrance. Temporary Access shall not be provided to anyone other than a family member, however, on a limited time and controlled basis, certain personnel may be issued temporary access.

(d) Parking in the Roadways. Parking on the roadways is only allowed in the Villages, and only on the outgoing side of the Village. No parking is allowed within five (5) feet of a driveway. No parking is allowed from the last driveway on the outgoing side to the stop sign, except in Villages one (1) and two (2). No parking within twenty (20) feet of a fire hydrant. Do not park on any grass.

(e) Additional Regulations and Towing. No "commercial vehicle" (i) shall be permitted to be parked in the streets or driveways within the Condominium for a period of more than four (4) hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance, or repair of a Unit or other improvements in the Condominium or (ii) shall be permitted to be parked overnight or stored in the Association unless fully enclosed within a garage. The term "commercial vehicle" includes those that have advertising or signage on them, paneled trucks with no windows, trucks with tool boxes that extend above the bed of the truck, trucks with ladders or plumbing pipes on top, and those with a commercial vehicle tag. No vehicle shall be used as a domicile or residence, either temporary or permanent. In the event any vehicle is improperly parked in the Association in violation of this Section or the Rules and Regulations, the Association (or at the Association's direction a towing company) may enter the driveway relative to the Unit and remove the vehicle and assess all costs incurred by the Association for such removal against the Unit and the Owner responsible for the parking of the vehicle on the Association, and such assessment shall become a lien on the Unit. The Association and its officers, directors, agents, and employees, shall not be liable to the vehicle's owner or any other person or entity or any property Owner for trespass, conversion, property damage, other damage or cost or expense, nor guilty of any criminal act, by reason of such towing. Once the notice is posted on the vehicle or personally served to the Owner of the property upon which the vehicle is parked, neither its removal, nor failure of the Owner to receive such notice for any other reason, shall be grounds for relief of any kind against the Association. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, a "vehicle" shall also mean vans, campers, recreational vehicles, mobile units, commercial vehicles and trailers. For purposes of this paragraph and any rules and regulations adopted by the Board, "towing" shall also mean "booting".

- 16.5 Guest Restrictions. The only Guests which may occupy a Unit in the absence of the Owner are Related Guests; no other Guests may do so. "Occupy" in this Article 16 means use of the Unit for any duration. A "Related Guest" is a Guest who is related to the host as parents, grandparents, children, grandchildren, parents-in-law, brothers and sisters, and in each case the spouse of such relative. No such Related Guest shall occupy a Unit unless they have been approved in writing by the Condominium Association. Guests may not remain on the premises for more than 14 consecutive days or 30 cumulative days in a year without the express approval of the Board, who shall have the right to screen said guests as though they were tenants, and who shall further have the right to deny Guests on the same grounds as a tenant. The term "absence" of the host shall mean where the host is not present overnight along with the Guest or person in question.

16.6 Animals and Pets.

(a) Limitation on Type of Pets Owned. No animals, snakes, livestock, agricultural animals, exotic animals, poultry, etc. of any kind may be raised, bred, harbored, or permitted on or in any Unit, with the exception of no more than one (1) dog, cat, or other household pet such as: fish or very small birds provided that they do not become a nuisance or annoyance, subject to Rules & Regulations promulgated by the Board of Directors. Pets are permitted to be harbored with the permission of the Board of Directors. Such permission in one instance shall not be deemed blanket permission in any other instance and any such permission may be revoked at any time at the sole discretion of the Board of Directors who may, in their discretion, promulgate such Rules & Regulations from time to time concerning the harboring of pets. Breeding or raising

of any animal(s) or pet(s) including ordinary household pets for any commercial purposes whatsoever within the community is prohibited.

(b) Animals in Public Areas. In no event shall pets or animals be permitted in any of the public portions of Condominium unless on a leash and under positive control. However, in no event shall pets be allowed in the pool area, clubhouse, tennis courts, and the parking areas.

(c) Nuisance Animals. If any animal becomes a nuisance to other residents by barking or otherwise, the Unit Owner must cause the problem to be corrected within forty-eight (48) hours; and if not corrected within forty-eight (48) hours, the Unit Owner, upon written notice from the Association will be required to remove their animal from the Condominium Property and Community. The resident must assure that pets do not create a nuisance or unreasonable disturbances

(d) Additional Regulations for Harboring Pets. Keeping of a dog or other domestic pet at The Lexington Club is not the right of a resident but is a conditional license, which is subject to termination, at any time by the Board of Directors upon finding that a dog or other pet is vicious or is annoying to other residents or has in any way become a nuisance. Animal excrement shall immediately be removed and deposited in a properly enclosed trash receptacle at the Owner's Unit or deposited in a waste matter receptacle on Condominium Property designated for such purpose. Storm drains and sewers are not to be used as waste matter receptacles. Failure to comply with this condition shall lead to proceedings to remove the animal from the Condominium Property and the Community. Should the animal soil the Common Elements, the Association shall engage the services of a janitorial company to remove the droppings and the cost of a service will be assessed against the Unit Owner at the rate of \$50.00 per occurrence or the then prevailing rate for said service, whichever is higher. No pet shall be tied up outside of a Unit or confined in any screened or enclosed porch or patio, unless someone is present in the home. Barking dogs shall be removed from the patio or enclosure immediately. No pet(s) shall be left unattended in a vehicle or outside a Unit or on the Condominium Property.

(e) Limitation on Breeds of Dogs. No breed of dog or animal known to be vicious including but not limited to, Pit Bulls, Rottweiler, German Shepherd, or Doberman Pinscher shall be allowed in the Condominium unless specifically grandfathered in by prior amendments.

(f) Limitation on Size of Pets. In addition, no pet brought into the Lexington Club Community shall weigh more than 30 pounds at maturity unless specifically grandfathered in by prior amendments.

(g) Assistance Animals. Pursuant to all applicable Federal and State laws, an Owner or resident may make a request to the Association for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a Unit, provided that the requesting Owner or resident submits documentation from a qualified health professional that demonstrates sufficient connection between how the identified disability of the Owner/residents impairs a major life activity, and the specific manner in which the animal will allow the Owner/resident an equal opportunity to use and enjoy his or her Unit and assist in treating the disability. An Owner/resident desiring to maintain an emotional/service animal must obtain application materials from the Board (if available) and must obtain the approval of the Board prior to bringing the animal onto Association Property.

(h) Liability. Residents are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each resident who keeps a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind whatsoever arising from or growing out of having any animal in the community.

16.7 Wildlife. Occupants may not tame, acquire, keep, or confine any form of wildlife including feral cats. Young or injured wild animals found or acquired cannot be kept or reared, and must be surrendered to a professional rehabilitative care center. No garden ponds or birdbaths shall be permitted. Wild animals shall not be purposefully injured or killed by Occupants. However, lethal control of communal rodents may be conducted by Occupants or registered pesticide applicators but must be done in strict accordance to Association guidelines and State laws. Owners may not provide any habitats for wildlife at their Units including native vegetation, bird feeders, nesting boxes, shelter boxes, garden ponds, and bird baths. Feeding wildlife is prohibited. Further, wildlife may not be indirectly fed by leaving food out for companion animals. Resolutions to conflict between humans and wild animals will first be attempted using non-lethal means, except under extreme and immediate circumstances where human safety or the safety of a companion animal is immediately threatened. Wildlife control, including non-lethal actions, will not be conducted simply because an Occupant considers the mere presence of a wild animal to be a "pest" or "nuisance." The approach to wildlife conflict resolution will follow a series of steps, including (a) the conflict is identified, (b) the species causing it is determined and, if possible, the individual animal is identified, (c) methods to resolve the conflict ranging from least to most invasive and injurious are identified, and (d) an action plan that ensures the least injurious and invasive approach suitable is evaluated and undertaken before other measures are considered. Occupants shall attempt to resolve human-wildlife conflicts by changing human practices (such as trash management and securing stored food), modifying habitats (changing plantings or managing landscapes), and/or structural modifications (fencing or other methods to exclude animals). Nests of native or migratory birds will not be taken, moved or interfered with in any manner as stipulated under applicable state and federal law. No wild animal den or nest of unprotected bird species may be disturbed, moved, or altered except as part of a planned conflict abatement program, or under compelling circumstances of human health, safety, or security needs. Young may not be taken or moved from dens or nests but shall be allowed to mature until they naturally disperse.

16.8 Nuisances, Ordinances and Laws. No Owner, Occupant or Guest shall use any of the Properties or Units, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), Occupant(s) and Guest(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class Residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or Occupants. No portion of the Units or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye, nor shall any substance, thing, or material be kept on any portion of the Units or the Common Areas appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Occupants of the surrounding properties. The Board shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. No Unit Owner/Occupant shall play (or permit to be played, in his Unit or in the Limited Common Elements or Common Elements) any musical instrument, television, radio or the like in a way that

unreasonably disturbs or annoys other Unit Owners or Occupants. No vocal or instrumental practice is permitted during the hours from 11:00 p.m. through 9:00 a.m. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property.

- 16.9 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium Property. The personal property of any resident, other than permitted motor vehicles under Section 16.4, outdoor furniture on lanais and patios, and permissible grills shall be stored inside the Unit and/or garage and may not be visible to surrounding Unit Owners or from the Common Elements. Residents who barbecue shall use only barbecue grills as permissible by law and shall be responsible to clear or repaint over any smoke discoloration, which may result from such activities, including any adjacent residence. Barbecues shall be placed at least 10 feet from any structure while in use. The Condominium Association may adopt rules and regulations on the use of barbecue grills consistent with this paragraph.
- 16.10 Antennae. Installation, maintenance, and use of all antennae shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the Federal Communications Commission ("FCC"). No television or other outdoor antenna system or appendage, protrusion or attachment or any other sort of facility shall be erected, whether temporarily or permanently, to the exterior of a property except those common to and part of the construction/development of the property and/or unless prior written approval has been obtained from the Community Association Architectural Review Committee ("ARC") as required by this Declaration. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Unit which may unreasonably interfere with the reception of television or radio signals within the Property, provided, however, that the Association shall not be prohibited from installing equipment necessary for antenna security, cable television, mobile radio or other similar systems within the Property. All antennae not covered by the FCC rules are prohibited.
- 16.11 Clotheslines, Garbage Cans, Tanks, Generators, Etc. Clotheslines shall be located or screened so as to be concealed from view of neighboring units, straits, and property located adjacent to the Unit. Garbage cans shall only be stored in the Unit Owner's garage. No fences, exterior shutters, pools, spas or Jacuzzi shall be placed, installed or maintained upon any Unit. No refrigerators shall be placed on lanais or patios. No Unit Owner may have a fish tank over ten (10) gallons in a second story Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and placed outside in the appropriate area for pick up in accordance with the provisions of Section 16.32 of this Section. Portable generators and/or generators approved by the shall only be operated during emergencies or for testing purposes and shall be located on the owner's property under the conditions set forth by the ARC. Unit Owners shall be solely responsible for any accidents or liability in connection with the operation of the generator and shall hold the Association and its agents harmless from all legal action and costs associated with the operation of the system or any part thereof. Water hoses when not in use must be rolled onto a holder that is affixed to the outside of the building in accordance with ARC instructions or removed from view.

- 16.12 Subdivision of Unit. No unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association.
- 16.13 Firearms. The use of firearms within the properties is prohibited. The Term "firearms" includes BB guns, pellet guns, and other firearms of all types, regardless of size.
- 16.14 Tents, Trailers and Temporary Structures. Owners and Occupants shall not place upon any part of the Condominium Property any dumpsters, tent or trailer or any structure of a temporary or permanent nature, including but not limited to tents, dog runs, animal pens, coops, tool sheds, utility sheds, shacks, lean-tos, dog houses, or tree houses may be erected on any portion of the Condominium Property. Storage PODS may only be stored in the driveway of a Condominium Unit for maximum three (3) days.
- 16.15 Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.
- 16.16 Tree Removal. No tree shall be removed directly by a Unit Owner or occupant of a Unit.
- 16.17 Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioners may be installed in any Unit unless a Board declared emergency exists and in that event, after the emergency is lifted, the temporary A/C unit must be removed immediately.
- 16.18 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Unit without prior written approval by the ARC. No awnings, canopies, or shutters shall be affixed to the exterior of a Unit without the prior written approval by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white, or wood tones.
- 16.19 Lighting and Holiday Decorations. Seasonal holiday lights must be removed fourteen (14) days from the date of the given holiday. Holiday decorations may not be placed on the exterior part of Condominium Buildings except the entry door of the Unit. Decorations shall not emit any sounds. Holiday lights shall not cause a nuisance to other Unit Owners, as determined by the Condominium Association. The ARC may establish additional standards for holiday lights as part of the Community Association rules and regulations. No spotlights, exterior pole or similar type of high intensity lighting shall be placed on the Common Elements and no exterior lighting may be installed without prior approval of the Condominium Association and ARC. Solar ground lamps may be installed on the inside of a sidewalk with ARC approval. No lights may be installed around trees or landscaping. All lights must be turned off by 11:00 p.m. and may be turned back on after day light. There shall be no electrical wiring or extension cords outside the Unit. The ARC may require the removal of any lighting that creates a nuisance, as determined by the Board.

- 16.20 Exterior Sculptures. Small exterior sculptures smaller than 24 inches in height may be allowed on the steps going into 2nd floor Units. No other sculptures or decorative items are permitted outside of the Unit unless expressly permitted by applicable law.
- 16.21 Lakes. The following use restrictions apply to lakes located within the Community:
- (a) Swimming is prohibited.
 - (b) The use of motorized vehicles is prohibited.
 - (c) Sailboats, rowboats, windsurfers and other boats utilizing engines or motors are prohibited.
 - (d) No docks, boathouses, seawalls or similar structure shall be constructed by any Unit Owner on any portion of a Lot or on any portion of any lake, canal or waterway.
 - (e) Fishing is permitted on a catch and release basis only.
 - (f) Dumping of any material or garbage is not permitted.
 - (g) Further rules and regulations regarding the use of lakes may be adopted by the Board of Directors.
- 16.22 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by the Association shall direct, supervise, or in any manner attempt to assert control over any contractor of the Association.
- 16.23 Garage Sales. No garage sales are permitted.
- 16.24 Hazardous Materials. No substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, no flammable, combustible, or explosive fuel, fluid, chemical, or other similar term, including, without limitation, asbestos containing materials and petroleum products, by any federal, state or local environmental health safety or similar laws, statutes, rules, regulations or ordinances presently in effect or which may be promulgated in the future, shall be used or stored at the Condominium Property, including the Common Elements, Limited Common Elements or in the Unit, except in *de minimus* quantities used in the ordinary course of owning and maintaining the Unit, and in strict compliance with all applicable laws. Propane tanks or canisters for barbecue grills should have a maximum tank size of 1 pound.
- 16.25 Hurricane Season Preparedness and Hurricane Shutters. Each Unit Owner shall be responsible to prepare his or her Unit during hurricane season (June 1 to November 30). The Board of Directors shall have the authority to adopt reasonable rules and regulations regarding the preparation of Units during hurricane season, including steps Unit Owners should take when a named storm is approaching the coast of Florida. Residents who plan to be absent from their Unit during hurricane season shall prepare or arrange for preparation of their Unit, including the closing/installing of hurricane shutters/slats, when hurricane warnings are issued, and the removing of all moveable objects from the area outside of the Unit and shut off all appliances and other components of the Unit or servicing the Unit that could result in damage to another Unit, such as water servicing the Unit, and such other components as the Association

may determine in its sound business judgment and prior experience. Further, the resident shall designate a responsible firm or individual to open/remove the hurricane shutters/slats and to arrange for the repair to the Unit, as required, should there be hurricane damage. Any hurricane shutters or other protective devices visible from outside a Unit shall be of a type as approved in writing by the Community Association's ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters 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; inclusive of any removable tracks. No plywood is permitted. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

- 16.26 Mining and Excavation. No oil, gas, mineral or other type of mining, excavating, drilling, refining, quarrying or other similar activities of any kind shall be conducted on the Condominium Property. The terms of this paragraph shall not apply to the Association.
- 16.27 Noise. No Owner, resident or contractor at any time shall make or permit any disturbing noises in or about the Units or permit any conduct by his family, guests, employees or others which will interfere with the rights, comforts, or conveniences of other Occupants. In addition, no Occupant shall play or permit to be operated, a musical instrument, television, radio, sound system or other equipment in such a manner as to disturb or annoy other Occupants. Between the hours of 9:00 p.m. and 8:00 a.m., Monday through Saturday, and 9:00 p.m. and noon on Sunday. No one shall operate, play or cause to be operated or played, on the Property any radio, television, stereo system, sound amplifier of any kind, appliance, lawnmower, machine, musical instrument, equipment or motor of any kind which makes any music, noise or vibration, in such a manner as to be annoyance or nuisance to other Occupants. Noise must be kept at an acceptable level. An acceptable level shall mean that noise from the above listed sources should not be heard beyond the boundaries of the Unit from which the noise is generated. Second floor Condominium Unit living areas must be carpeted for sound abatement. Tile or wood floors cannot be installed or changed without ARC approval as special sound insulation barriers are required.
- 16.28 Screened Enclosures, Garage Doors and Address Numbers. No screened enclosures shall be permitted without the prior written approval of the Community Association's ARC. Garage doors shall remain closed at all times except when an individual is active in and around the garage, or when it is being used for ingress or egress. The house address numbers affixed to the front wall shall not be altered or replaced in any manner, except with those approved by the Board. The address number shall be visible from the street per Palm Beach County requirements.
- 16.29 Solicitation. No commercial solicitations of any kind shall be permitted on any portion of the Property. No email solicitations, door-to-door sales or solicitations, including fundraisers, shall be conducted on the Property without prior approval from the Association. Advertising, brochures and flyers for commercial solicitations may not be hand delivered, including to mailboxes, but they may be mailed to residents. Violators shall be reported to the Association Property Manager.
- 16.30 Sports Equipment. No recreational, playground or sports equipment including but not limited to basketball hoops and poles, slides, kiddie pools, soccer nets, tether poles,

jungle gyms, hammocks or any inflatable games may be installed or placed within or about any portion of the Condominium Property.

- 16.31 Traffic Regulations. Only drivers licensed to operate motor vehicles by the State of Florida or by any other state in the United States may operate any type of motor vehicle or battery-operated vehicle on any street or otherwise within the Common Areas. All vehicles of any kind and nature which are operated on the streets in the Property shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Occupants of the Condominium Property. Except as needed for construction and maintenance, no motorized vehicle may be operated off of paved roads or streets. Bicycle riding shall be permitted at the rider's own risk and shall not be permitted to be driven on sidewalks.
- 16.32 Trash and Garbage. Trash collection and disposal procedures established by the Association shall be observed. It is possible the Condominium Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. Each Owner shall keep his Unit and veranda, terrace, loggia, patio, porch, sundeck, foyer, entranceway, and courtyard, as the case may be, free and clear of trash and debris. No Unit shall be used or maintained as a dumping ground for rubbish and all Owners shall confine their trash to within their Unit. All garbage shall be placed within a trash bag and within a rigid sanitary covered container for solid waste. All trash/recycling containers shall be kept from view except when placed for garbage collection. At all other times trash/recycling containers shall not be placed by the streets earlier than the day before garbage and refuse are customarily collected at such time as permitted by the Rules and Regulations of the Association which may be amended from time to time. The garbage cans and trash containers shall be placed within six feet (6') of the road and shall not be placed where the containers will interfere with pedestrians or the flow of traffic. Garbage shall not be placed outside until after 4 p.m. on the evening before the trash pick-up. All trash/recycling containers shall be removed on the same day that the collection is made. Food trash is not permitted in a plastic bag unless the amount of food trash exceeds what will fit in a covered rigid container, and it may only be placed at the curb after sunrise on the day of trash pick-up. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.
- 16.33 Drones. The laws regulating "Unmanned Aircraft Systems" (more commonly referred to as "Drones") is still evolving. The flying of Drones over the Condominium Property presents certain hazards and safety concerns to the residents of the Association. Accordingly, the Board of Directors of the Condominium Association is hereby granted the authority to adopt such reasonable rules and regulations concerning the operation of Drones in the Condominium, which may include prohibiting their operation within the Condominium to the extent permissible by applicable law, whether by residents or non-residents, as the case may be. Such rules and regulations shall be enforceable in accordance with this Declaration and applicable law, without the need to further amend this provision.
- 16.34 Home Business Use. The use of a Unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use that is prohibited. This restriction shall not be construed to prohibit "limited home business uses". Only "limited home business uses" as defined by this paragraph are permitted. The term, "limited home business uses" shall mean such uses that are not apparent or detectable by sight, sound, or smell from outside the Unit. Limited home business uses: (a) do not involve regular visits of customers or clients to

the Unit or door-to-door solicitation of residents of the Condominium; (b) are consistent with the residential character of the Condominium; and (c) do not constitute a nuisance (as elsewhere defined in this Article 16), or a hazardous or offensive use, or threaten the use and enjoyment of other Units by the Owners thereof, or the security or safety of others within the Condominium, or otherwise violate any use restrictions contained herein. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Declaration, however, any persons in violation of this amended provision on the date it is recorded in the Public Record shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship the Board of Directors may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days. The Board may adopt such additional rules and regulations regarding the operation of limited home business uses consistent with this paragraph.

- 16.35 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. Common walkway, stairways, and other Common Elements shall not be obstructed, littered, defaced, or misused in any manner. Balconies, terraces, and patios, walkways, and stairways shall be used only for the purposes intended. They shall not be used for hanging or drying clothing, (except drying racks that cannot be observed from outside of a limited common element maybe used), or for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property
- 16.36 Limitations on Ownership. No Owner shall be entitled to own, purchase, or otherwise acquire or hold and ownership interest in or title to, more than one (1) Unit in the Condominium Association. Such restriction shall apply regardless of whether the Unit is owned in such Owner's individual capacity or in the name of a trust or other legal entity authorized by this paragraph. No ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, limited liability company, partnership or other legal entity of any kind except for trustees of trusts or legal entities where all of the legal entity is owned by the members of a single family, as defined above, where such trust or other legal entity was formed for the sole purpose of estate or financial planning. This provision is not applicable to the acquisition of Units by the Condominium Association. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the prohibitions in this Declaration applicable to leases. Title to a Unit may not be held in the name of more than two (2) natural persons who are part of a single family. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved pursuant to Article 17. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest in the Unit shall have no occupancy rights unless separately approved by the Association in accordance with Article 17. The life tenant shall be jointly and severally liable with the holders of the remainder interest in the Unit for all assessments and charges against the Unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

16.37 Ownership in The Lexington Club.

The Lexington Club Villas Condominium comprises a portion of the residential development known as The Lexington Club. By taking title to a Condominium Unit, each Owner becomes subject to the terms and conditions of the Merged, Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Lexington Club, filed in Official Records Book 30299, Page 575, et. seq., Public Records of Palm Beach County, Florida. Among other things, the document provides that an Owner shall become a member of The Lexington Club Community Association, Inc.; shall acquire certain property rights to common areas within The Lexington Club; and shall become subject to the assessments of The Lexington Club Community Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to The Lexington Club Community Association, Inc. for approval prior to recordation.

- 17. CONVEYANCES, SALES, TRANSFERS, RENTALS, LEASES AND LICENSES.** In order to provide for congenial occupancy of the Condominium Property, inhibiting transiency, preventing a motel-like atmosphere, and facilitating the development of a stable, quiet community, and for the protection of the values of the Units and enhancing peace of mind for all residents, the sale, leasing, rental, and transfer of Units by any Owner shall be subject to the provisions of this Article 17. It is the intent of Article 17 to, among other things, impose an affirmative duty on Owners to fully inform the Association of any proposed changes in ownership or occupancy of a Unit for the purpose of facilitating the management of the Condominium, maintain the accuracy of the Association's membership records, and to further the general welfare and safety of the community at large. No purchase, lease or other transfer of any interest in a Lot shall commence without the Owner of the Unit first obtaining the written approval of such purchase, lease or other transfer by the Association, in accordance with the Declaration. Furthermore, notwithstanding anything to the contrary in this Declaration, no Owner may utilize their Unit as "vacation rental housing" or as a "transient public lodging establishment" as defined by Florida law. No Owner of a Unit may license their Unit for the purpose of occupancy. The intent of this paragraph is to require an actual lease, and not a license, where the term is a minimum of three (3) months in accordance with Section 17.4(b), as it is amended from time to time. No Owner shall list their Unit on any website with such companies as Airbnb VRBO, or similar enterprise that advertise vacation rental housing or transient public lodging establishments.

17.1 Transfers Subject To Approval. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

- (a) All sales of units except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a unit or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.
- (b) All transfers by lease.
- (c) All transfers by gift.
- (d) All transfers by devise or inheritance.
- (e) Any other transfer of title to or possession of a unit.

- (f) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Act.
- (g) All transfers by lease may be conditioned upon the posting of a security deposit with the Association not to exceed the maximum amount permitted by the Act.

Further, notwithstanding anything to the contrary contained herein or elsewhere in this Declaration, all occupants not approved as part of an existing lease or the conveyance of the Unit to the present owner must be approved as provided in this Article 17 regardless of whether or not the new occupant shall be added to the lease or obtain an ownership interest in the unit

17.2 Notices to Association. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the Letters of Administration for the Personal Representative of a deceased Owner's estate and such other documentation from the Probate Court file as the Board may reasonably require in the event of a transfer by devise, a copy of the lease in the case of a lease, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the Unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

(a) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Article 17 in accordance with applicable law. So long as and only so long as prohibited by applicable law, at the particular time, there shall be no transfer fee in connection with the renewal of a lease with the same lessee, if the renewed lease term immediately follows the expiration of the previous term. The Association will perform annual background checks on all tenants 18 years of age or older. Notice of intent to renew a lease shall be given in the same manner as a new lease.

(b) Damage Deposit. The Association may charge the Owner of a Unit a refundable deposit in the amount to be determined by the Board of Directors, which shall not to exceed one month's rent or the amount permitted by law (the "Escrow Deposit"). This deposit will be held in escrow in a non-interest bearing account and may be used by the Association to repair or replace any damage to any property of, or to be maintained by, the Association, resulting from the acts or omission of the lessee(s) or occupant(s) of that Lot, or their family members, guests or invitees, or towards the cost of eviction pursuant to this Declaration. The Association may commingle damage deposits so long as it maintains a ledger or other record of such deposits, including the Owner's name, lessee's name and Lot address. If the Association needs to use any portion of the deposit to repair or replace any damage caused by the lessee(s) or occupant(s), or their family members, guests or invitees, to any property of or to be maintained by the Association, the Association shall notify the Owner and lessee in writing and, upon the request of the Association, the deposit must be replenished by that Owner within fifteen (15) days of the date of written notice/demand for same or the lease will be deemed terminated. If any damage caused by the lessee(s) or occupant(s), or their family members, guests or invitees, exceeds the Escrow Deposit, then the Owner and the lessee(s) shall be jointly and severally responsible for the remaining amount of the damage. All Escrow Deposits will be returned to the Owner of the Lot within thirty (30)

days from written request to the Association sent by certified mail, return receipt requested, with proof that all lessees(s) and occupants have vacated the Home. In the event the lessee(s) or occupant(s) have not or do not vacate the Home after expiration of the subject lease, the Association shall not be required to return the Escrow Deposit and it may use such deposit towards the cost of evicting the lessee(s) and/or occupant(s), including attorneys' fees. Unclaimed funds will be handled in accordance with Florida law.

17.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 17.2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

(a) Approval. In the event the Association approves a lease, the Association shall notify the transferor and transferee of its approval in writing. In the event the Association approves any other transfers subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

(b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Unit Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Unit Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (a) of this Section 17.3. If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit. "Good cause" shall be defined to include the following:

(1) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Unit and/or the Common Elements by the applicant, as discovered in the screening process or Association's investigation, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the rules and regulations; or

- (2) The person seeking approval, or any other proposed occupant of the Unit, has been convicted of a felony involving or related to: (i) violence to persons or property, including criminal sexual conduct, is a registered sexual offender or sexual predator; (ii) dishonesty or moral turpitude; (iii) the manufacture, importation, possession, use or distribution of a "controlled substance" as that term is defined by the United States Controlled Substances Act (CSA), as amended from time to time. For purposes of this paragraph, "conviction" shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a felony under any state's or foreign jurisdiction's penal laws. In evaluating a felony conviction under this subparagraph, the Association will consider multiple factors including the last date of the conviction. In the event the felony conviction or convictions is/are more than seven (7) years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions, and such other circumstances as the Association is required to take into consideration pursuant to applicable law to be in compliance with state and federal fair housing laws; provided, however, that the maximum period of time the Board will consider a felony conviction under this paragraph as ground for denial of a proposed transfer shall be ten (10) years from the date of the person's application unless the person is a registered sex offender or sexual predator as of the date of the underlying felony conviction requiring such registration, or was convicted of a felony for manufacture, importation, distribution or trafficking in a controlled substance; or
- (3) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price; excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) not in excess of eighty percent (80%); or
- (4) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or
- (5) The Owner has a history of leasing his/her unit to troublesome lessees and/or has a history of refusing to control or accept responsibility for the occupancy of his Unit; or
- (6) The real estate company or agent handling the leasing transaction on behalf of the Owner has a history failing to adequately screen lease applications resulting in tenants taking occupancy of the Unit who violate the governing documents of the Condominium; or
- (7) The person seeking approval has a history of conduct which evidences the disregard for the rights and property; or
- (8) The person seeking approval, during a previous occupancy of a Unit, violated the governing documents of the Association or Community Association; or

- (9) The person seeking approval failed to provide any requested or required information, fees, deposit(s) or appearance deemed necessary to perform an interview in order to process the application in a timely manner; fails to sign the uniform lease or lease addendum, or otherwise fails to comply with this Article 17; or makes a material misrepresentation on any of his application forms; or
- (10) The person seeking approval does not provide proof of insurance, whether a prospective buyer or tenant of a Unit; or
- (11) The person seeking approval will not be in compliance with Association's age restrictions contained in Article 16 of the Declaration, or have not provided proof of age of the intended occupants with the application or upon request.
- (12) The Owner is delinquent in the payment of any monetary obligation to the Association imposed pursuant to the governing documents or applicable law;; or the Unit is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to approve or disapprove the application; provided however, the Association may grant approval of the proposed transfer subject to payment in full of all outstanding amounts, or correction of any outstanding violation(s), as the case may be, as a condition of the approval;
- (13) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts, as determined by the Board of Directors.

17.4 Lease Restrictions.

- (a) No portion of a Unit may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. No Unit Owner may lease his or her Unit more than once in a twelve (12) month period, measured from the commencement of the lease preceding the most recent prior lease. No Unit Owner may lease his or her unit during the first twelve (12) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Unit, except transfers by devise or inheritance to members of the family, as defined herein above, of a deceased Unit Owner, or Units acquired by the Association, or transfers to add a member of the Owner's family, as defined hereinabove, to the title for estate planning purposes. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first twelve (12) months of ownership shall commence upon expiration of lease. At no time shall there be more than 15% of the Units leased at any one time in the Association, which is also subject to the maximum number of Units that may be leased in the Community pursuant to the Master Declaration. An Unit Owner whose Unit is leased at the point in time this Declaration becomes effective shall be "grandfathered in", which means the Unit Owner will be able to continue to lease his or her Unit until the Unit Owner sells the Unit or takes occupancy of the Unit, subject, however to the maximum number of Units that may be leased in the Community pursuant to the Master Declaration. The Board of Directors is authorized to adopt rules and regulations establishing a wait list process once the

maximum number of Units that may be leased pursuant to this paragraph has been reached or exceeded by virtue of grandfathered Units.

- (b) The lessee of a Unit must be a natural person and cannot be an artificial entity such as a corporation, partnership, limited liability company, trust, etc. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered. No Unit may be subject to more than one (1) lease in any twelve month period, regardless of the lease term but, in no event, shall any lease be for a term of less than three (3) months or more than twelve (12) months. No rooms may be rented, and no transient tenants or occupants shall be permitted to occupy a Unit for a duration less than provided for herein. No Unit may be listed or occupied pursuant to any license, short term occupancy agreement, vacation, swap, or other similar arrangements through AirBnB, VRBO, or similar enterprise. Regardless of the actual arrangement between the Unit Owner and the occupant, a Unit shall be considered leased any time it is occupied by a person who is not the Owner, an approved family member of the Owner, or a Guest of the Owner. The Association shall have the right to require a substantially uniform form of lease be used or uniform lease addendum be used by all Unit Owners. The lease shall include a provision granting the Association authority and standing to evict any lessee of a Unit Owner who is in breach or violation of the governing documents of the Association, including this Declaration or the Rules and Regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and the tenant shall have the right to use the facilities and Common Elements to the exclusion of the Unit Owner unless the tenant waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, a Unit Owner shall be jointly and severally liable with his, hers or their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All tenants shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord, pursuant to Chapter 83, Florida Statutes. Dual usage by a Unit Owner and a tenant of Association Property and Common Elements is prohibited.
- (c) Any lease of a Unit that has not been approved by the Association may, at the option of the Association, be treated as a nullity, and the Board shall have the power to evict the tenant pursuant to Chapter 83, Florida Statutes, and other occupants without securing consent for such eviction from the Unit Owner. The Unit Owner, however, shall be liable for all Legal Fees incurred by the Association related to such eviction, including prosecuting the eviction action. The Unit Owner need not be named as a party to the eviction proceeding to be liable for any such Legal Fees. If an approved tenant and all of the family members who are approved to reside in the leased Unit are all absent then, no other person may occupy a leased Unit. The Association may also impose additional conditions on lease approval and rules for lessees that are stricter than those that apply to owners, including, but not limited to,

the number of vehicles that lessees and their visitors and guests may park in the community

The Association must approve or disapprove a lease within thirty (30) days of receipt of the last of the information provided pursuant to Section 17.2 hereof. The Association may disapprove a lease on any reasonable grounds, including, but not limited to, any of the provisions defining good cause for transfers of title which might be applicable. The Board may impose additional conditions on the approval and disapproval of leases from time to time pursuant to its rule-making authority, as it determines is necessary in its sound business judgment, including additional grounds for the good cause denial of a proposed lease, without the need to further amend to this Section 17.3.

- 17.5 Mortgage Approval and Subordination. All liens against a Unit, other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for Assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds eighty percent (80%) of the fair market value of the Unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the Unit at the time of recordation of the mortgage.

- 18. COMPLIANCE AND DEFAULT.** Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium, the Articles of Incorporation, By-Laws, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

- 18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements, Association Property, a Unit, the Unit Owner's personal property, or to the personal property of the Association or other Unit Owners or residents or guests, including, but not limited to, repair after casualty under Article 14 hereinabove, made necessary by his or her violation of any portion of this Declaration, or by his or her negligence or intentional misconduct, or by that of any member of his family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. For purposes of this paragraph, a Unit Owner's failure to timely report to the Association any defects or need for repairs the responsibility for which is that of the Association in violation of Section 7.2(g) of this Declaration shall be deemed negligence and a breach of this paragraph. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment under Article 12 hereof.
- 18.2 Compliance. In the event a Unit Owner or occupant fails to comply with such Unit Owner's obligations under Articles 7, 9, 13 and 16 hereof or fails to observe and comply with any other provision of the Declaration, By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is

required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments levied under Article 12 hereof.

- 18.3 Eviction. The Association shall have the right to evict any tenant or occupant, whether approved, unapproved, or unauthorized, from a Unit in accordance with Chapter 83, Florida Statutes, for violating the Association's Governing Documents, the Acts or other applicable law. In the event the Association files an eviction proceeding against an Owner's tenant or other occupants, the Owner need not be named a party in said eviction proceeding to be held liable for the Legal Fees incurred by and awarded to the Association in the eviction proceeding. Further all attorneys' fees and costs for which an Owner is liable pursuant to this paragraph shall be deemed an assessment against the Owner's Unit, which shall be treated and collected as set forth in this Declaration.
- 18.4 Fines. In addition to all other remedies provided hereunder, in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed the maximum amount permitted by the Act.
- 18.5 Suspension of Use Rights. In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the Unit Owner, his or her tenants, guests, licensees or invitees, to use any portion of the Common Elements or Association Property or other facilities during any period of time during which the Unit Owner is delinquent in the payment of assessments or any other financial obligation to the Association or in the event a Unit Owner or anyone for whom a Unit Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required.
- 18.6 Suspension of Voting Rights. In addition to the remedies provided in Article 12 hereof and by applicable law, the Association may suspend the voting rights of any Owner who is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association. Any Owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Owner.
- 18.7 Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act shall be subject to a right of set-off for any amounts due and owing to the Act shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.
- 18.8 Costs and Attorneys' Fees. The Association or any Unit Owner who takes action to enforce the Governing Documents of the Association, which does not result in a lawsuit being filed, shall be entitled to recover reasonable attorneys' fees and costs incurred, including such fees and costs for providing any and all pre-suit notice(s) of violation of the Governing Documents, notices of fining committee meetings and the outcome of such meetings, any and all statutory notices, and any other fees and costs

incurred pre-suit to resolve any alleged violation(s) of the Governing Documents. Such charges, including interest thereon, shall be secured by a lien against the Owner's Unit with the same force and effect as a lien for unpaid assessments, which the Association or prevailing Owner may foreclose in the same manner and procedure as set forth in this Declaration and Chapter 718. In such an event, the Association or prevailing Unit Owner shall be entitled to recover all additional attorney's fees and costs to foreclose said lien. In the event a lawsuit is filed to enforce the Governing Documents and if the Association or prevailing Unit Owner is awarded attorneys' fees and costs against a Unit Owner for violation of the Governing Documents, and said award remains unpaid for more than (30) days after the award becomes a final order not subject to appeal, then all amounts so awarded, including interest thereon, shall be secured by a lien against the Owner's Unit with the same force and effect as a lien for unpaid assessments, which the Association or prevailing Unit Owner may foreclose in the same manner and procedure as set forth in this Declaration and Chapter 718. In such an event, the Association or prevailing Unit Owner shall be entitled to recover all additional attorney's fees and costs to foreclose said lien against the Unit.

- 18.9 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 18.10 Election of Remedies. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.

19. TERMINATION.

19.1 This Condominium may be voluntarily terminated in the following manner:

- (a) As provided for in the Act, at any time;
- (b) When there has been "major damage", as defined and provided in Article 14, captioned "Reconstruction or Repair After Casualty";
- (c) Proposed voluntary termination may be submitted to a meeting of the Voting Members of the Association, when due notice is given, and if approved in writing within sixty (60) days of said meeting by three-fourths (3/4) of the total membership of the Association entitled and qualified to vote, and by all Institutional Mortgagees, then the Association, and the approving Owners shall have an option to purchase all of the parcels of the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:
 - (i) Exercise of Option. An agreement to purchase, executed by the Association and/or the record Owners of the parcel who will participate in the purchase shall be delivered by personal delivery, or mailed by certified or registered mail, to each of the record title owners of the

parcels to be purchased and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating record title owner and/or the Association and shall require the purchase of all parcels owned by record title owners not approving the termination. But the agreement shall affect a separate contract between each seller and his purchaser.

- (ii) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser, within thirty (30) days from the delivery or mailing of such agreement; and in the absence of agreement as to price, it shall be determined by appraisers appointed by the senior judge of the Circuit Court in and for Palm Beach County, Florida, on the petition of seller. The expenses of appraisal shall be paid by the purchaser.
- (iii) Payment. The purchase price shall be paid in cash.
- (iv) Closing. The sale shall be closed within thirty (30) days following the termination of the sale price.

19.2 Certificate. The termination of the Condominium in any of the foregoing manners shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to the fact of the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

19.3 Amendment. This Article concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon the Units.

20. **RESTRICTIONS AND EASEMENTS.** The real property submitted to Condominium ownership hereby is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Association for the benefit of such persons as the Association designates. An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the Land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

21. **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles of Incorporation, By-Laws and applicable rules and regulations of the Association 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 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 the Association, the Unit Owners, 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 and regulations, as they may be amended from time to time. The acceptance of a deed of 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 and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

22. ADDITIONAL PROVISIONS.

- 22.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners, unless another manner of delivery is specifically required by the Condominium Act or this Declaration or the By-Laws. 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 from time to time, in writing, to the 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 the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.
- 22.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits referenced herein. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 22.3 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 22.4 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of a Treasurer may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 22.5 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 referenced herein or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 22.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits referenced herein, or applicable rules and regulations 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.

- 22.7 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.
- 22.8 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, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 22.9 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.
- 22.10 Captions. The captions herein and in the Exhibits referenced herein 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.