

RECORDED AND VERIFIED
[Signature]
CLERK CIRCUIT COURT
BREVARD COUNTY, FLA.

DECLARATION OF CONDOMINIUM

OF

SANDPIPER TOWERS,

A CONDOMINIUM

REC FEE \$ 17300
DOC ST. \$ _____
INT TAX \$ _____
SER CHG \$ _____
REFUND \$ _____
REC'D PAYMENT AS
INDICATED FOR CLASS
OF INTANGIBLE & DOC
STAMP TAXES SIGNED
[Signature]
Clerk Circuit Court Brevard Co Florida

MINIATURES, INC. 300 N. W. 10th St. Ft. Lauderdale, Fla. 33304
P. O. BOX 850
WINTER PARK, FLA. 32789

DECLARATION OF CONDOMINIUM made as of this 16 day of SEPTEMBER, 1982 (the Declaration), by the SANDPIPER TOWERS DEVELOPMENT, a Joint Venture, having a mailing address of 163 East Morse Boulevard, Winter Park, Florida 32789 (the Developer), for and on behalf of the Developer, its successors, assigns and its grantees.

The Developer hereby declares as follows:

1. Purpose. The purpose of this Declaration is to submit the real property hereinafter described and improvements located thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes hereinafter called the Condominium Act.
2. Name and Address. The name of the condominium is SANDPIPER TOWERS, a Condominium, having an address of 205 N. A1A, South Patrick Shores, Satellite Beach, Florida 32937.
3. Real Property. The real property owned by the Developer is submitted by this Declaration to the condominium form of ownership, which real property is situate in Brevard County, Florida, and is more particularly described as follows:

DESCRIPTION AS SET FORTH IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

A survey and plot plan, entitled Exhibit "B", of the Condominium is recorded in the Public Records of Brevard County, Florida in OR 2398 pg. 0475.

4. Certain Definitions. The terms used in this Declaration and all Exhibits attached hereto, unless the context otherwise specifies or requires, shall have the meanings stated in the Condominium Act as follows:

- (A) "Articles of Incorporation" means the Articles of Incorporation attached hereto as Exhibit "D", and any filed amendments thereto of the Association.
- (B) "Assessment" or "Assessments" means the cost of maintenance, repair and management of the condominium property which is to be paid by the Unit Owner or Unit Owners and includes but is not limited to amounts necessary to meet common expenses. Assessment shall also include special assessments where special assessments are duly adopted by the association.
- (C) "Association" means SANDPIPER TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit and its successors.
- (D) "Association Certificate" means a certificate of the association in recordable form signed by the President or Vice President and Secretary or Assistant Secretary of the Association.
- (E) "Board of Directors" means the duly qualified members of the Board of Administration of the Association.

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(F) "Building and Improvements" means the structures and improvements located on the real property and built substantially in accordance with the plans and specifications.

(G) "By-Laws" means the By-Laws attached hereto as Exhibit "E" and adopted by the Association, and any duly adopted amendments thereto.

(H) "Common Elements" means those portions of the condominium property not included within the units, including personal property required for the enjoyment, maintenance and operation of the Condominium.

(I) "Common Expenses" means (i) expenses of administration, maintenance, operation, insurance, repair and betterment of the Common Elements, including those portions of units to be maintained and repaired by the Association, and all other costs and expenses required to fulfill the duties of the Association, (ii) all expenses declared to be Common Expenses by this Declaration and the By-Laws of the Association, and (iii) any valid charge imposed against the entire condominium property.

(J) "Common Surplus" means all receipts of the Association, including but not limited to assessments, rents, profits and revenues, in excess of the aggregate amount of Common Expenses.

(K) "Condominium Documents" means this Declaration, all Exhibits attached hereto and the Survey and Plot Plan of the Condominium, designated as Exhibit "B" and recorded in the Public Records of Brevard County, Florida, as the same from time to time may be amended.

(L) "Condominium Parcel" and "Condominium Property" shall have the meanings set forth in the Condominium Act.

(M) "County" means Brevard County, Florida.

(N) "Insurance Trustee" means the Association or any successor designated by the Association.

(O) "Licensed Architect" means an architect licensed to practice in the State of Florida.

(P) "Limited Common Elements" means those portions of the Condominium Property which are reserved for the use of a certain unit to the exclusion of other units.

(Q) "Rules and Regulations" means the Rules and Regulations and any amendments thereto which have been duly adopted by the Association relating to the use of the Condominium Property.

(R) "Unit" means unit as defined by the Condominium Act, referred to therein as a Condominium Parcel and sometimes referred to as an apartment.

(T) "Utility Services" means but is not limited to electric power, gas, water, telephone, sewer, drainage, television communication, and garbage and sewage disposal.

(U) "Lease" means the grant, either oral or in writing by a unit owner or a temporary right of use of said owner's unit for a valuable consideration.

5. Survey and Plot Plan of Condominium. A Survey and Plot Plan, entitled Exhibit "B", of the real property and showing the buildings and Improvements constructed thereon, is recorded in the

Public Records of the County as indicated on the first page of this Declaration. Each of the Units is a residential apartment as designated and shown on Exhibit "B".

6. Changes in Units.

(A) Alteration of Units. The interior plan of a Unit may be changed by the owner thereof, and the boundaries (including boundaries which may be part of the Common Elements) between Units may be changed by the owners of the Units affected subject to the consent of the mortgagee or mortgagees thereof, if any. Units may not be subdivided nor shall changes in boundaries of Units encroach upon Common Elements, except as otherwise provided herein. Changed boundary or interior walls must be equal in quality of design and construction to existing boundary or interior walls. Any changes in the boundaries of Units shall be effected in accordance with plans prepared by a Licensed Architect, which plans shall be first filed with and approved by the Association. Any change which is made within a Unit or in its boundaries shall also observe the requirements of the section concerning maintenance, alteration and improvement.

(B) Required Amendment of Declaration. An amendment to this Declaration is required where there are changes in boundaries between Units except where adjacent Units affected are owned by the same Unit Owner. Plans of the Units concerned showing the Units after the change in boundaries and prepared by a Licensed Architect shall be attached to said amendment as exhibits, together with the certificate of an architect or engineer as required by the Condominium Act. The amendment shall apportion between the Units concerned and the shares in the Common Elements appurtenant to such Units. The amendment shall be signed and acknowledged by the Unit Owners concerned, and if Developer is not such an owner, the amendment shall be also approved by the Board of Directors and signed and acknowledged by the Association. Said amendment shall also be signed and acknowledged by all lienors and mortgagees of the Units concerned, after approval by such lienors and mortgagees, but it need not be approved or signed by owners of Units not affected by changes in boundaries.

7. Easements. Easements have been reserved through the Condominium Property and are covenants running with real property of the Condominium.

(A) Utility Easements. Utility easements are reserved as may be required for Utility Services in order to serve the Condominium Units.

(B) Other Easements. The Condominium Property is subject to easements for encroachments which now exist or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in construction or reconstruction, which encroachments shall be permitted to remain undisturbed. The encroachments shall give rise to an easement for the same and the maintenance thereof, which shall continue until such encroachments may no longer exist. Any dumpster or similar trash collection equipment and appurtenances located on the Condominium Property, shall be available for use for trash collection purposes for the benefit of the Condominium and Unit Owners.

(C) Unit Owners. Easements are reserved to Unit Owners for (i) pedestrian traffic over, through and across sidewalks, paths, walks driveways, entrances to buildings, and stairways, as the same may from time to time exist upon the Common Elements, and (ii) vehicular traffic over, through and across such portions of the Common Elements as may be designated and intended for such

purpose. In no event shall such easements give or create in any Unit Owner or any other person the right to obstruct such easements nor shall any Unit Owner or any other person have the right to park automobiles or other vehicles on any portion of the Condominium Property not designated as a parking area.

8. Buildings and Improvements.

(A) Buildings. The Condominium consists of one (1) building, as more particularly shown and described on Exhibit "B" and recorded, as set forth on the first page of the Declaration.

(B) Other Improvements. The Condominium includes landscaping, automobile parking space, swimming pool, and other facilities and improvements located substantially as shown on the Survey and Plot Plan.

9. Unit Boundaries. Each Unit shall include such portions of a building that lie within the boundaries of a Unit, which boundaries are as follows:

(A) Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following extended to an intersection with the perimetrical boundaries: Units are located in the building as more fully designated on Exhibit "B". The upper boundary of a Unit shall be the plane of the lower surface of the unfinished ceiling slab of the upper story and the lower boundary shall be the plane of the upper surface of the finished ground floor slab.

(B) Perimetrical Boundaries. The perimetrical boundaries of a Unit shall be the vertical planes of the interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

(C) Limited Common Elements. All balconies, patios, storage areas, canopies, and any such structure attached to the exterior main walls of the building that serve only the apartment adjacent to such structure, shall be a Limited Common Element for the benefit of that particular apartment only.

10. Common Elements. The Common Elements include the real property and all other parts of the Condominium not within the Units, including but not limited to landscaping, structural portions of walls and roofs, roofs, ground floor slabs, all other floor slabs and ceilings, automobile parking areas, and other accessory areas. The Association shall have the power to determine the use to be made of the Common Elements, provided that no such use shall discriminate against a Unit Owner. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the provisions of this Declaration, the Articles of Incorporation or the By-Laws.

11. The Units. There are sixty-one (61) Units, all of which are more particularly described and the right and obligations of their owners established as follows:

(A) Apartment Description and Location. The sixty-one (61) Units are designated and located as designated on Exhibit "B".

(B) Appurtenances to Units. Appurtenant to each Unit shall be an undivided share and interest in the Condominium Property, including but not limited to an undivided share in the Common Elements and in the Common Surplus. Attached hereto as Exhibit "C" and incorporated herein by reference and made a part hereof, is a table indicating the undivided percentage interest in

the Common Elements appurtenant to each Unit in the Condominium. All Units together with the appurtenances thereto comprise one hundred percent (100%) of the Condominium Property.

(1) Automobile Parking Space. The Common Elements include parking area for automobiles of Unit Owners. The right to use one parking space shall be an appurtenance to each Unit. Parking spaces may be initially assigned by the Developer, however, the Board of Directors reserves the right to reassign parking spaces to Unit Owners. Motorcycles may only be parked in areas designated as such by the Association, but in no event shall motorcycles be parked on or in Limited Common Elements. Boats, boat trailers, and recreational vehicles may only be parked or stored on the Common Elements designated for that purpose. The Association shall have the power to move or tow away improperly parked automobiles, motorcycles, boats or boat trailers and the Association is specifically granted the rights and benefits of §715.07, Florida Statutes, and the Association shall have the power to charge a fee for the use of certain parking spaces.

(2) Association Membership. The membership of each Unit Owner in the Association entitles each Unit Owner to an interest in the assets of the Association.

12. Liability for Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses. Such share shall be dependent on the type Unit owned and shall initially be set at \$67.50 per month for the efficiency apartment; \$77.50 per month for the one bedroom apartments; \$87.50 per month for the two bedroom apartments; and \$97.50 per month for the three bedroom apartments. Future assessments shall be based on each unit's percentage liability for common expenses which percentage is set forth on Exhibit "C" attached hereto and incorporated herein by reference. Easements will first commence on the date the first unit is conveyed.

13. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and its improvement shall be as follows:

13.1 Units.

(A) By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All boundary walls of a Unit (excluding dry wall, plastered surfaces or sheetrock and interior surfaces of the boundary walls), and all portions of a Unit contributing to the support of the Building and Improvements, which portions to be maintained shall include but not be limited to the outside walls of the building and all fixtures on its exterior, structural floor and ceiling slabs, roofs, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of utility services contained in a Unit that service part or parts of the Condominium other than the Unit in which they are contained.

(3) Limited Common Elements, except as otherwise provided herein; and

(4) All incidental damages caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(B) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the owner's Unit except those portions to be maintained, repaired and replaced by the Association. Each Unit

Owner shall be responsible for the maintenance, repair or replacement of the plastered surfaces, dry wall or sheetrock within the Unit or forming the boundaries of the Unit. The foregoing obligation of the Unit Owner shall be performed without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at the owner's expense shall include but not be limited to the following items: air-conditioner and air handling equipment for space cooling and heating (including any portions thereof which may be located outside of the boundaries of the Unit), refrigerator, electric range, range hood, dishwasher, disposal, washer, dryer and electric water heater; interior fixtures such as electrical and plumbing fixtures; windows, screens, doors, inside paint and other inside wall finishes and floor coverings except the floor slab. Mechanical equipment and installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

(3) Notwithstanding the responsibility of the Association to maintain and repair those portions of the Condominium Property as set forth in Section 13.1(A) of this Declaration, if such required maintenance and repair is required because of the negligence or misuse of the Condominium Property or Unit by a Unit Owner, such Unit Owner shall be liable and responsible for the cost and expense of such required maintenance and repair; and such cost of maintenance, repair or reconstruction shall be assessed to the Unit Owner concerned as a special Assessment and may be collected and enforced in the same manner as any other Assessment provided in this Declaration. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense. In the event that the Unit Owner does not maintain, repair and replace that portion of the Unit required to be maintained, repaired, and replaced at the Unit Owner's cost and expense, and such lack of maintenance, repair or replacement has or will have an adverse effect on the Condominium or will cause damage to the Condominium Property or portions of the Condominium to be maintained by the Association, then, and in that event, the Association shall have the right to perform such maintenance, repair and replacement necessary in the Unit, and such cost of maintenance, repair or replacement shall be assessed by the Board of Directors to the Unit Owner concerned as a special Assessment and may be collected and enforced in the same manner as any other Assessment provided in this Declaration. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense.

(4) Not to paint or otherwise decorate, alter or change the appearance of any portion of the exterior of the buildings, including the Common Elements, Limited Common Elements and the door or doors to the Unit; however, the Unit Owner may install a screen door on the owner's Unit at the Unit Owner's expense, provided, however, such improvements must be approved by the Board of Directors, or a committee appointed by the Board of Directors, it being the intent herein that all such screen doors shall be of uniform appearance insofar as practical. The Unit Owner shall be responsible for the maintenance of such screen door. Television or radio aeriels or antennas of any nature are prohibited beyond the boundary lines of a Unit.

(5) To promptly report to the Association any defect or need for repair and replacement for which the Association is responsible.

(C) Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alteration to or remove any portion of a Unit that is to be maintained by the Association, or make any additions to

Units, or do anything that would jeopardize the safety or soundness of the Building or Improvements, or impair any easement, without first obtaining approval in writing of owners of all Units in which such work is to be done and the approval of the Board of Directors. A copy of plans for all such work prepared by a Licensed Architect shall be filed with the Association prior to the start of the work.

13.2 Common Elements.

(A) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost thereof shall be a Common Expense.

(B) Alteration and Improvement. There shall be no alteration nor further improvement of the Common Elements or acquisition of additional Common Elements without prior approval either in writing or by vote by the record Unit Owners of not less than seventy-five percent (75%) of the Common Elements of the Condominium except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of such work or acquisition shall not be assessed against a mortgagee that acquires its title as the result of owning a mortgage upon a Unit unless such mortgagee shall approve the alteration or improvement or acquisition whether title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements, nor in the Unit Owner's share of Common Expense, whether or not the Unit Owner contributes to the cost of such alteration, improvement or acquisition.

(C) Additional real property acquired by the Association may be added to the real property of the Condominium. This shall be accomplished by an amendment to this Declaration that includes the description of the additional real property and submits the same to the Condominium pursuant to the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. The amendment when recorded in the Public Records of the County, shall divest the Association of title to the additional real property and shall state that it conveys all interest of the Association to and vests title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

(D) Additional real property acquired by the Association that is not incorporated into the Condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing or by vote by the record Unit Owners of not less than seventy-five percent (75%) of the Common Elements. Approval shall be evidenced by an Association Certificate stating that the approval was duly given, which shall be delivered to the purchaser or mortgagee of such additional real property.

(E) Any personal property acquired by the Association may be sold, financed, mortgaged or otherwise disposed of by the Association.

14. Assessments. The making and collection of Assessments from Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

14.1 Share of Common Expense. Each Unit Owner shall be liable for a share of the Common Expenses as provided in Paragraph

12, and shall share in the Common Surplus, such shares in the Common Surplus being the same as the undivided share in the Common Elements appurtenant to the apartment owned by the Unit Owner.

14.2 Interest; Application of Payments. Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate fifteen percent (15%) per annum, or at such rate of interest as may be set by the Board of Directors, from the date when due until paid. All payments on account shall be first applied to interest and then to the Assessment payment first due.

14.3 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees, including but not limited to attorneys' fees for appellate proceedings, incurred by the Association incident to the collection of such Assessment or enforcement of such lien. In connection with the failure to pay any Assessment, the Association shall have all of the rights and remedies provided for by the Condominium Act, specifically including a lien upon the Unit, and the right to record a notice of the lien in the Public Records of the County, the right to foreclose the lien in accordance with the laws of Florida, together with reasonable attorneys' fees as provided herein. The Association may also bring an action to recover a money judgment for unpaid Assessments without waiving any claim of lien.

The mortgagee shall have a right, upon written notification to the Condominium Association, to be advised in writing of any delinquency of sixty (60) days or more in the payment of Assessment or charges owed by the mortgagor.

A mortgagee which obtains title to a Unit whether by foreclosure or deed in lieu of foreclosure shall not be liable for Assessments which become due prior to the acquisition of title of the Unit by the mortgagee unless such Assessments are secured by a claim of lien recorded prior to the recording of the mortgage held by the mortgagee.

14.4 Rental Pending Foreclosure. In any foreclosure of a lien for failure to pay Assessments, the Unit Owner subject to the lien shall be required to pay reasonable rent for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

15. Operation of the Condominium. The operation of the Condominium shall be by the Association pursuant to the Articles of Incorporation, the By-Laws and the following provisions:

15.1 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property to be maintained and repaired by the Association, or caused by the elements, other Unit Owners or third parties.

15.2 Restraint Upon Transfer of Assets. The share of Unit Owner in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the owner's Unit.

15.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required on any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

15.4 Roster of Unit Owners and Mortgagees.

(A) Unit Owners. The Association shall maintain a roster of Unit Owners from the evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of Unit Owners. If required by the Association, each Unit Owner shall furnish the Association a certified copy of the appropriate public record evidencing the Unit Owner's title.

(B) Mortgagees. Where the Association has been given notice and the necessary information, the Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage on a Unit in the Condominium. Such notice shall consist of a photocopy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a photocopy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

The mortgagee shall have a right upon written notice to the Condominium Association to be advised in writing of any proposed amendments to the condominium documents, any proposed termination of the Condominium, any condemnation or any casualty loss which effects a material portion of the Condominium, any delinquency in the payment or assessments of charges owed by an owner of a unit subject to a first mortgage which remains uncured for a period of sixty (60) days, and of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners association. The Association must make available to Unit Owners and to lenders and users of any first mortgagees, current copies of the Declaration, By-Laws and other rules governing the Condominium. The Association shall furnish to any mortgagee upon request, audited financial statement of the Association for the immediately preceding fiscal year. The Association shall be required to make available to prospective purchasers current copies of the Declaration, By-Laws, other rules governing the Condominium and the recent annual financial statement.

15.5 Authority. The Association shall have all of the powers and authority reasonably necessary to operate the Condominium in accordance with this Declaration, the Articles of Incorporation, the By-Laws and the Condominium Act, including but not limited to enforcement of the terms of this Declaration.

15.6 Delegation of Management. The Association shall have the power to contract with a professional management corporation to perform the managerial duties and powers of the Association, except such as are specifically required by this Declaration and Exhibits thereto, to have the approval of the Board of Directors or the membership of the Association. Any management agreement for the condominium project shall be terminable by the Association for cause upon the thirty (30) days' written notice thereof, and the term of any such agreement may not exceed one (1) year renewable by the agreement of the parties for successive one (1) year periods. When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the owners association shall require that prior consent of owners of unit estates to which at least sixty-seven percent (67%) of the units in the owners association are allocated and shall further require the approval of

eligible holders holding mortgages on unit estates which have at least fifty-one percent (51%) of the votes of unit estates subject to eligible holder mortgages.

15.7 Unit Owner's Membership and Voting Rights in the Association. All persons who are owners of condominium parcels within Sandpiper Towers, a Condominium, shall automatically be members of the homeowners association, Sandpiper Towers Condominium Association, Inc. Such membership shall automatically terminate when such person is no longer the owner of a condominium parcel. In any meeting of members, the owner of units shall be entitled to cast one vote for each condominium unit owned. If a unit is owned by one person, his right to vote shall be established by the roster of members. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the secretary of the association, provided, however, that if a unit is owned by a husband and wife such a certificate shall not be required. If title to a unit is held by a life tenant with others owning the remainder interest, the life tenant shall be the person entitled to vote. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the association. No certificate shall be valid until revoked or until suspended by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owner shall not be considered in determining whether a quorum is present nor for any other purpose.

16. Insurance. Insurance (other than title insurance) which shall be carried on the Condominium Property and the property of Unit Owners shall be governed by the following provisions:

16.1 Purchase; Named Insured.

(A) **Purchase.** All insurance policies on the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida. The insurance policy shall contain a provision for a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of the owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

(B) **Approval.** The insurance agency, insurance company, amount of fire and extended coverage insurance policy (including flood insurance if applicable), and the form of policy for such insurance shall be subject to approval by the commercial bank, savings bank, savings and loan association, insurance company or real estate or mortgage investment trust (hereinafter referred to as an Institutional Mortgagee) which according to the roster of mortgagees, at the time for approval is the owner and holder of the greatest number of unsatisfied mortgages on Units in the Condominium. Such approval may be obtained by directing to the Institutional Mortgagee, having the right of approval, a request in writing for approval or disapproval within ten (10) days after the receipt of the request by the approved mortgagee. If response from the mortgagee is not received within such ten (10) day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied. All insurance policies shall

comply and form an amount with the Federal National Mortgage Association guidelines.

(C) Named Insured. The named insured shall be the Association individually and as agent for the Unit Owners without naming them and shall include the mortgagees of Units which are listed in the roster of mortgagees. All policies and endorsements thereto shall be deposited with the Insurance Trustee and such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee for the benefit of the Association, Unit Owners and their mortgagees pursuant to the terms of this Declaration. Unit Owners may obtain insurance coverage at their own expense for their personal property and for their personal liability and living expense.

(D) Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereto shall be furnished by the Association upon request to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten (10) days prior to the beginning of the term of the policy or not less than ten (10) days prior to the expiration of any policy which is being renewed or replaced, whichever date shall first occur.

The mortgagee shall have a right upon written notice to the Condominium Association to be advised in writing of any lapse, cancellation or material modification of any insurance policy maintained by the Condominium Association.

16.2 Coverage.

(A) Casualty. All buildings and improvements shall be insured in an amount equal one hundred percent (100%) of maximum insurable replacement cost, excluding foundation and excavation costs. All personal property included in the Common Elements shall be insured for its value, and may be determined annually by the Board of Directors, subject, however, to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar buildings and improvements, including, but not limited to vandalism and malicious mischief. The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association; air handling equipment for space cooling and heating, dishwasher, disposal, refrigerator, electric water heater, electric range, range hood, attached cabinets, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures, inside paint and other inside wall finishes and floor coverings except the floor slab. Liability insurance covering the Common Elements shall in no event be less than \$1,000,000.00. In the event the property is located in a special flood hazard area, there shall be flood insurance in an amount not less than (a) the maximum coverage available under National Flood Insurance Program for all buildings or other insurable property within the Condominium or (b) one hundred percent (100%) of the current replacement cost.

(B) Public Liability. Public liability insurance shall be carried in amounts and with coverage as shall be required by the Board of Directors, including, but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of Unit Owners as a group to a Unit Owner.

(C) Workmen's Compensation. Workmen's compensation insurance shall be carried to meet the requirements of law and

other insurance shall be carried as the Board of Directors shall determine.

(D) Failure to Procure or Pay for Insurance. In the event the Association fails to procure or pay the premiums when due for the insurance described in this Paragraph 16.2, or should the Association otherwise fail to comply with the insurance requirements of this Declaration, then and in that event, the approved mortgagee holding the greatest dollar volume of mortgages on the Units, shall have the right, at said mortgagee's option, to order insurance policies and to advance such insurance, and to the extent of the money so advanced by said mortgagee, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the Unit Owners for the payment of such item of Common Expense.

16.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use for other than a residence, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be assessed against such owner. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

16.4 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee for the benefit of the Unit Owners and their Mortgagees pursuant to the terms of this Declaration. The Association shall be liable for payment of premiums, for the renewal or sufficiency of policies and for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are delivered to the Insurance Trustee and hold the same in trust for the purposes elsewhere stated in this Declaration and for the benefit of Unit Owners and their mortgagees in the following shares.

(A) Unit Owners. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the owner's Unit.

(B) Mortgagees. In the event a mortgagee endorsement has been issued for 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.

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

(A) Expense of the Trust. All expenses of the Insurance Trustee, if other than the Association, shall be paid by the Association.

(B) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

(C) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for

which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

(D) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely on an Association Certificate as to the names of the Unit Owners and their respective shares of the distribution.

16.6 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien on a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16.7 Benefit of Mortgagees. Certain provisions in this Paragraph 16 are for the benefit of mortgagees of Condominium Parcels, and all of such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

17. Reconstruction or Repair After Casualty; Eminent Domain.

17.1 Determination to Reconstruct or Repair. Whether the Condominium Property damaged by casualty shall be reconstructed or repaired shall be determined as follows:

(A) If Units to which fifty percent (50%) or less of the Common Elements are appurtenant are found by the Board of Directors to be tenantable after casualty, the damaged property shall be reconstructed or repaired.

(B) If Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable after casualty, then whether the Condominium Property shall be reconstructed or not shall be determined as follows:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after receipt of the foregoing estimates, the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of Assessments, if any, required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Unit Owners to be held within thirty (30) days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the owners of seventy-five percent (75%) of the Common Elements, the damaged property will be reconstructed or repaired. If not so approved, the Condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in a writing filed with the Association at or prior to the meeting. The cost of such determination shall be considered a Common Expense.

(3) The Insurance Trustee may rely upon an Association Certificate regarding reconstruction or repair; provided, however, that notwithstanding anything to the contrary contained herein, that in the event of partial loss, the property shall be restored or repaired according to the original plans and specifications unless fifty-one percent (51%) of the first mortgage holders of the Units agree otherwise.

17.2 Report of Damage. If any part of the Condominium Property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

- (A) Date and cause of damage.
- (B) Whether the damaged property will be reconstructed and repaired or the Condominium terminated. If the damaged property will be reconstructed and repaired, the report shall include the following information:
- (C) Schedule of damage for which the Association has responsibility for reconstruction and repair.
- (D) Whether damaged property for which the Association has responsibility for reconstruction includes structural parts of the Building and Improvements.
- (E) Schedule of damage for which Unit Owners have the responsibility for reconstruction and repair and the estimated cost of each owner for reconstruction and repair.

17.3 Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the Plans and Specifications. If the reconstruction or repair is not substantially in accordance with the Plans and Specifications, then any changes thereto shall be approved by the (i) Board of Directors of the Association, (ii) owners of not less than seventy-five percent (75%) of the Common Elements, (iii) owners of all Units which are to be reconstructed, which approval shall not be unreasonably withheld, and (iv) Approved Mortgagees of all Units included in the preceding item (iii).

17.4 Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property.

17.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during such reconstruction and repair, or upon completion of such reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Unit Owners in an amount sufficient to provide funds for the payment of such costs. Assessments shall be in proportion to the owner's share in the Common Elements.

17.6 Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which may consist of proceeds of Insurance and the sums collected from Assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(A) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made for payment.

(B) Termination of the Condominium. If the Condominium is terminated, either by agreement after lesser damage or by failure of the Unit Owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the Unit Owners as tenants in common in the undivided shares in which they own the Common Elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to Unit Owners and their mortgagees being made payable jointly to them.

17.7 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(A) Insurance Trustee. The proceeds of insurance collected on account of casualty together with the sums deposited with the Association from collections of Assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than \$10,000.00, the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, such funds shall be disbursed in the manner hereafter provided for the construction and repair of major damage if the damaged property includes structural parts of the Building.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than \$10,000.00, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and after the approval of a Licensed Architect employed by the Association, at its discretion, to supervise the work.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may determine.

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

(5) Mortgagee. When a mortgagee is required by this Declaration to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner.

(6) Approval of an Architect. Approval of an architect named by the Association shall be first obtained by the Association before disbursement in payment of costs of reconstruction and repair in the following circumstances:

(a) When the report describing the loss states that the damage to the Condominium Property includes structural parts of the Building and Improvements.

(b) Upon request of the Association or request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(c) When the reports of loss made by Association shows that the estimated costs of reconstruction and repair are in excess of \$10,000.00.

17.8 Eminent Domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee for the benefit of the Association, Unit Owners and their mortgagees pursuant to the terms of this Declaration. Each unit owner hereby appoints the owners association as attorney in fact to represent the unit owners in any condemnation proceeding including negotiations, settlement, and agreements with the condemning authority. 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 a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee, and in the event of failure to do so, in the discretion of the Board of Directors, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the Condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(A) Unit Reduced but Tenatable. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenatable, 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 effected in the Condominium:

(1) The Unit shall be made tenatable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

(2) The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Unit Owner and mortgagee.

(3) If the floor area of the Unit is decreased by more than ten percent (10%) by the taking, the share in the Common Elements appurtenant to the Unit shall be equitably reduced. This shall be done by reducing such share in the proportion by which the floor area of the Unit is reduced by the taking, and then recomputing the shares of all Unit Owners in the Common Elements as percentages of the total of all shares as reduced by the taking.

(B) Unit Made Untenatable. If the taking destroys or so reduces the size of a Unit that it cannot be made tenatable, 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 effected in the Condominium:

(1) The market value of such Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, remittance being payable jointly to the owner and mortgagee. If the amount of the award exceeds the market value of such Unit, the balance of the award shall be paid over to the Association; provided, however, that if the amount of unpaid

principal and accrued interest of the mortgage of the Unit is in excess of the market value of the Unit, the award for the Unit shall be paid jointly to the owner and mortgagee to the extent the award is sufficient to satisfy the mortgage indebtedness on the Unit. Any surplus after payment of the mortgage indebtedness shall then be distributed to the Association.

(2) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors. If the costs of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) The shares in the Common Elements appurtenant to the Units which continue as a part of the Condominium shall be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by recomputing the shares of the remaining Owners in the Common Elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all Unit Owners except the owner of the condemned Unit. Such Assessments shall be made in proportion to the shares of such owners in the Common Elements after the change effected by the taking.

(C) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, such values shall be determined by arbitration in accordance with the rules of the American Arbitration Association, except that the arbitrators shall be two (2) real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the owners in the Common Elements as they exist prior to condemnation.

(D) Amendment of Declaration. Changes in Units, in the Common Elements and in the ownership of the Common Elements which are effected by eminent domain shall be evidenced by an amendment to this Declaration which need be approved only by a majority of the members or all of the Board of Directors.

17.9 Reliance upon Certificates. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon an Association Certificate stating:

(A) Whether the damaged or condemned property will be reconstructed and repaired or the condominium terminated.

(B) Whether or not payments upon Assessments against Unit Owners shall be deposited with the Insurance Trustee.

(C) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

(D) The names of Unit Owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a Unit Owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner.

18. Use Restrictions. The use of the Condominium shall be in accordance with the following provisions:

18.1 Units. Each Unit shall be occupied only for residential purposes by a single family, its servants and guests, but in no event shall a Unit be occupied as a permanent residence by more than six (6) persons at any one time. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show changes in the Units to be affected thereby.

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

18.3 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice which is the source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by Unit Owners. The Condominium Property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of the Owner's Unit or make any use of the Common Elements which will increase the rate of insurance upon the Condominium Property.

18.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Property and all valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be maintained, modified or repaired in the same manner as the responsibility for maintenance and repair of the property concerned is set forth in Section 13 of this Declaration.

18.5 Leasing. Subject to the provisions of this Declaration, entire Units may be rented, provided the occupancy is only by the lessee, lessee's family, servants or guests. No rooms or parking spaces may be rented, except as an appurtenance to a Unit or to another Unit Owner.

18.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Developer or the Association.

18.7 Regulations. The Rules and Regulations concerning the use and appearance of the Condominium Property may be amended by the Association in the manner provided by the Articles of Incorporation and By-Laws. The Rules and Regulations may provide for reasonable monetary fines against Unit Owners who violate the Rules and Regulations or the provisions of this Declaration and may further provide for arbitration in the event of a dispute between Unit Owners and the Association concerning such violations. Copies of the Rules and Regulations shall be furnished by the Association to all Unit Owners and residents of the Condominium on request.

18.8 Developer's Use. Until the Developer has closed the sales of all of the Units of the Condominium neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale of Units. The Developer may make

such use of the unsold Units and Common Elements without charge as may facilitate such sale including, but not limited to maintenance of a sales and administrative office, leases of unsold Units, model apartments, the showing of the Condominium Property, the display of signs and such other uses which are normally associated with the sale and marketing of real property and Units.

19. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations adopted pursuant thereto and any amendments thereto. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

20. Negligence. A Unit Owner shall be liable for costs and expenses of any maintenance, repair or replacement rendered necessary by said owner's act, neglect or carelessness, or by that of any member of said owner's family, guests, employees, agents or lessees, but only to the extent that such costs and expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by said owner's use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.

20.1 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Articles of Incorporation, By-Laws or the Rules and Regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

20.2 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

21. Amendments. Except as elsewhere provided, this Declaration may be amended in the following manner:

21.1 Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of meeting at which the proposed amendment is considered.

21.2 Resolution of Adoption. A resolution adopting the proposed amendment may be introduced by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided, approval of the amendment must be either by:

(A) No less than seventy-five percent (75%) of all of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

(B) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

(C) Not less than one-half (1/2) of all of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in this Declaration or its Exhibits, including but not limited to the correction of errors in the legal description of the real property or in the surveys thereof. If said amendment is to correct this Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus or Common Expense shall equal one hundred percent (100%), the Owners of the Units and the holders of liens or encumbrances on the Units for which modifications in the shares are being made shall also approve the amendment.

(2) To change boundaries between Units in the manner elsewhere stated, provided the amendment is signed and acknowledged by the owners, lienors and holders of mortgages of the Units concerned.

(3) To adopt amendments of Section 16 that are reasonably required by insurers or mortgagees of the Condominium Property or Units.

(D) Until the Unit Owners are entitled to elect a majority of the Board of Directors, only by all of the Directors, provided, however, that such amendment shall not increase the number of Units as set forth in this Declaration nor encroach upon the boundaries of the Common Elements.

21.3 Proviso. Provided, however, that no amendment shall (i) discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owner so affected shall consent, (ii) change any Unit nor decrease the share in the Common Elements appurtenant to it, or increase the owner's share of the Common Expenses, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. No amendment shall be valid which changes or modifies Sections 16, 17 or this Section 21.3 of this Declaration unless the record owners of all mortgages upon the Condominium or Units shall join in the execution of the amendment or consent thereto by separate instrument.

21.4 Execution and Recording. A copy of each amendment shall be attached to an Association Certificate setting forth that the amendment has been duly adopted. The Association Certificate and amendment shall be effective when it and a copy of the amendment are recorded in the Public Records of the County.

22. Termination. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

22.1 Destruction. In the event it is determined in the manner elsewhere provided that the Building and Improvements shall not be reconstructed because of major damage, the Condominium will be thereby terminated without further agreement.

22.2 Agreement. The Condominium may be terminated by the approval in writing of all Unit Owners and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting sets forth the proposed termination, and if approval of the owners of not less than three-fourths (3/4) of the record owners of all mortgages on the Units are obtained in writing not later than thirty (30) days from the date of such meeting, then the owners approving termination shall have an option to buy all Units of the other owners for a period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

(A) Exercise of Option. The option shall be exercised by delivery or sending by registered mail to each of the record owners of the Units to be purchased the following instruments:

(1) An Association Certificate certifying that the option to purchase Units owned by persons not approving termination has been exercised as to all of such Units. The Association Certificate shall state the names of the Unit Owners exercising the option, the Units owned by each and the Units being purchased by each purchaser.

(2) An agreement to purchase on the terms herein stated signed by the purchaser whereby the purchaser agrees to purchase the Unit of the owner receiving the notice.

(B) Price. The purchase price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of such agreement, then the fair market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(C) Payment. The purchase price shall be paid in cash or terms agreed to by purchaser and seller.

(D) Closing. The sale shall be closed within thirty (30) days following the determination of sale price.

(E) Termination. The closing of purchase of all the Units subject to such option shall effect a termination of the Condominium without further act except the filing of the Association Certificate hereafter required.

22.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by an Association Certificate setting forth the facts effecting the termination, and the termination shall become effective when recorded in the Public Records of the County.

22.4 Shares of Owners After Termination. After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants-in-common in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided share of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Units prior to termination.

22.5 Amendment. This Section 22 cannot be amended without consent of all Unit Owners and all record owners of mortgages of Units.

23. Severability. The invalidity in whole or in part of any covenant, restriction, section, subsection or sentence of this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

24. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the Units and in order to assure the financial ability of each Unit Owner to pay Assessments made against him, the transfer of Units by any owner other than the Developer shall be subject to the

following provisions so long as the Condominium exists, which provisions each owner covenants to observe.

24.1 Separation of Interest. A sale of a Unit shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A Lease of a Unit shall include the parking space appurtenant to it, if any, and no parking space may be leased separate from the Unit to which it is appurtenant.

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

24.3 Notice of Lien or Suit.

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

B. Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner received knowledge thereof.

C. Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the date first above set forth.

Signed, sealed and delivered in the presence of:

Wanda E. Shiflett
Susan O. Bell

ROBAL PROPERTIES, a Florida General Partnership as Tenants-in-Common, a Joint Venture d/b/a/ SANDPIPER TOWERS DEVELOPMENT

By: Robert M. Winslow, a General Partner

and

PIONEER SERVICE CORPORATION, a Florida corporation

James J. Watson
Jenna M. Christ

By: Plus Machokas, Vice President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16 day of September, 1982, by ROBERT M. WINSLOW, as a

General Partner of ROBAL PROPERTIES, a Florida general partnership,
and joint venturer d/b/a SANDPIPER TOWERS DEVELOPMENT.

Susan C. Bell
Notary Public
My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires Sept. 15, 1986



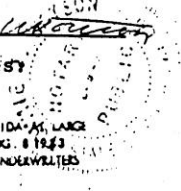
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16th
day of September, 1982, by PIUS MACHOKAS as Vice
President of PIONEER SERVICE CORPORATION, a Florida corporation,
on behalf of the corporation.

Jeanne J. Wilson
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 8 1983
BONDED THROUGH GENERAL INS. UNDERWRITERS



Certified this 10th day of March, 1986, this photocopy of Declaration
of Condominium of Sandpiper Towers, a condominium together with all Amend-
ments to be a complete copy of the actual recorded Declaration as filed
with the clerk, circuit court Brevard County, Florida by Pioneer Service
Corporation Developer.

Fred Schwenck

G. Fred Schwenck
Vice President
Pioneer Service Corporation

Frank

Notary Public
My Commission Expires Aug 15, 1989



THIS INSTRUMENT WAS PREPARED BY
J. P. CAROLAN III
Attorney at Law
P. O. Box 880
Winter Park, FL 32790 0980

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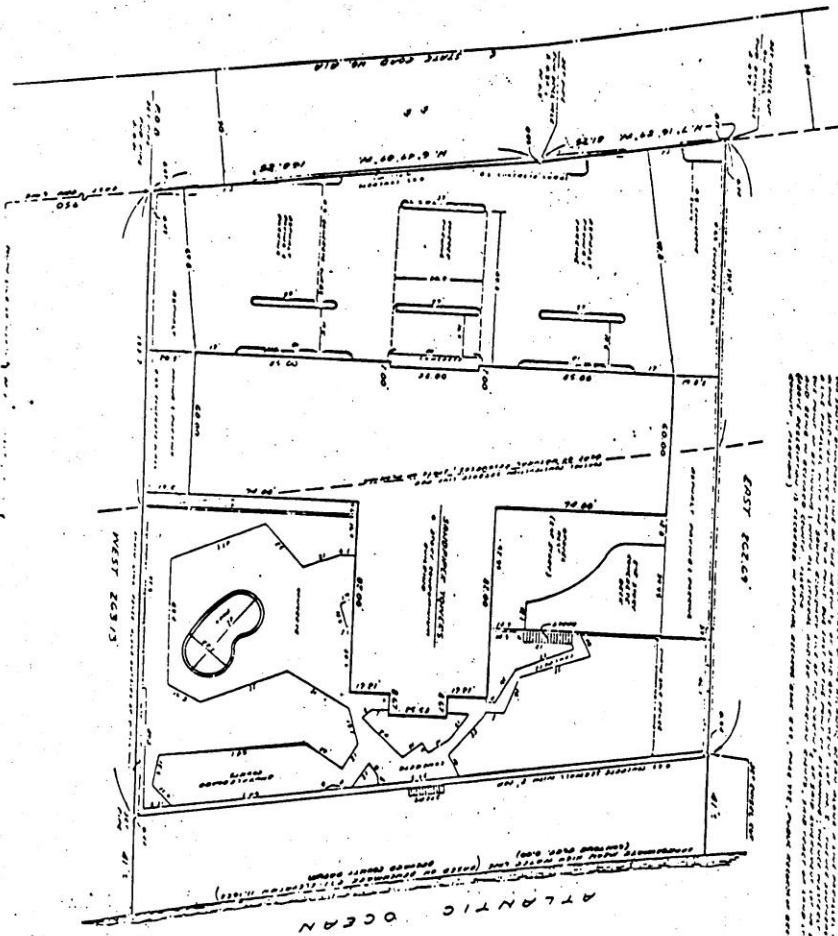
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EXHIBIT "A"

Begin at the intersection of the East line of State Road A1A and the South line of the North 1/2 of Government Lot No. 2, Section 23, Township 26 South, Range 37 East, thence run Northwesterly along the East boundary line of said right of way of said State Road A1A for a distance of 950 ft. for the Point of Beginning. From said Point of Beginning run Northwesterly along the East boundary line of the right of way of State Road A1A for a distance of 250 ft.; thence run Easterly to the high water mark of the Atlantic Ocean along a line parallel with the South boundary line of the North 1/2 of said Government Lot No. 2; thence Southeasterly along said high water mark to a point due East of the Point of Beginning; thence Westerly along a line parallel with the South boundary line of the North 1/2 of said Government Lot No. 2 to the Point of Beginning; with all littoral and/or riparian rights, said tract of land lying and being in Brevard County, Florida. (Above description is recorded in Official Records Book 549, Page 772, Public Records of Brevard County, Florida.)

EXHIBIT "B"



DESCRIPTION
 This plan shows the layout of the Sandpiper Towers, a building located on the Atlantic Ocean. The plan includes a detailed description of the building's structure, including the location of the towers, the main entrance, and the various rooms and corridors. The plan also shows the location of the building relative to the ocean and the surrounding area.

SANDPIPER TOWERS

STATEMENT OF SURVEYOR
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original plan of the Sandpiper Towers, as shown to me by the person who produced it to me for this purpose.

TIMOTHY J. HARRIS
 SURVEYING SERVICES, INC.
 1000 N. W. 10th St.
 Ft. Lauderdale, Florida

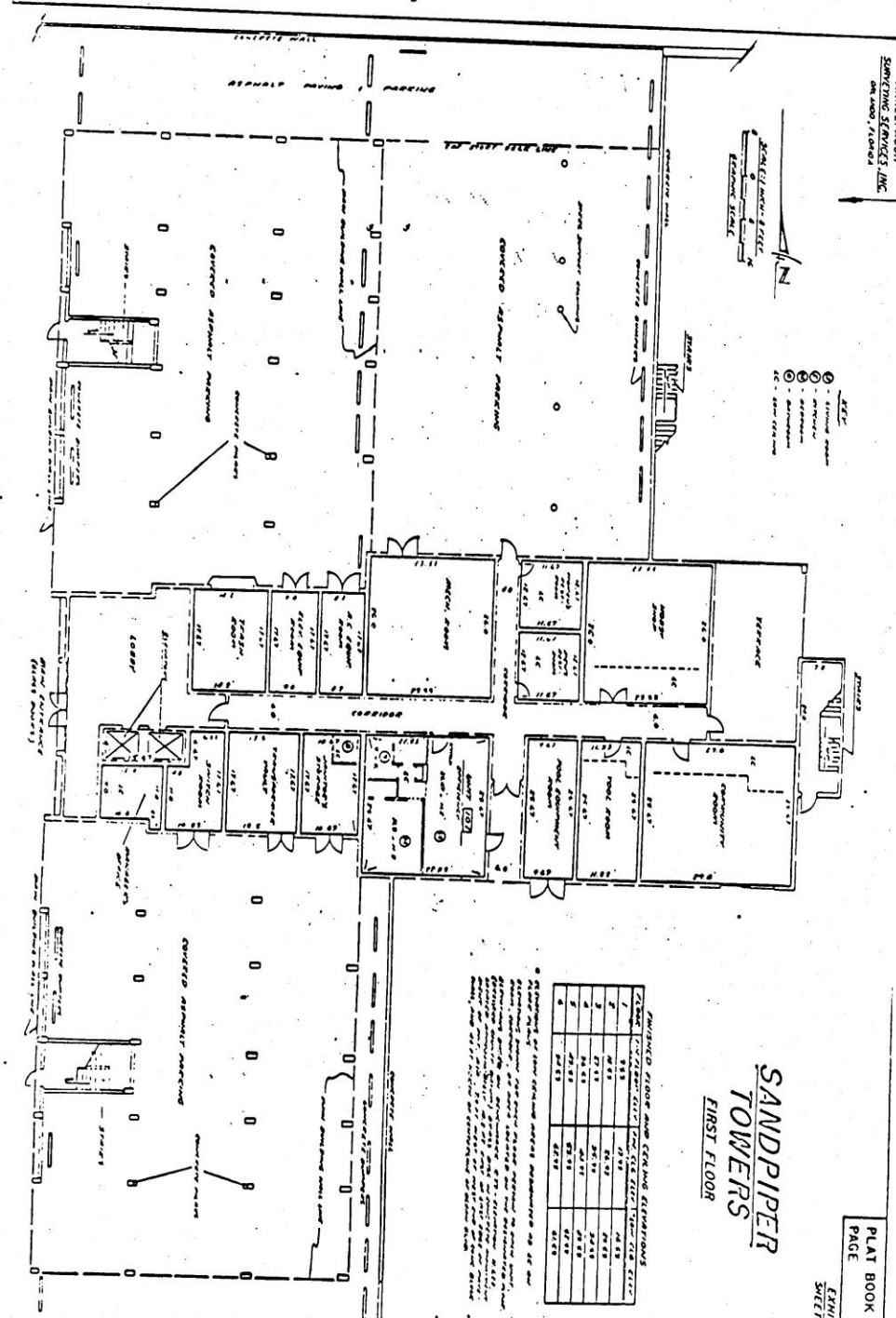


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EXHIBIT "B"
 SHEET 1 OF 1



CONSULTING ENGINEER
SOMMERVILLE SERVICES, INC.
 1000 W. 10TH AVENUE
 DENVER, COLORADO 80202

- KEY**
- - Column
 - - Beam
 - - Staircase
 - - Elevator
 - - Core

**SANDPIPER
TOWERS**
 FIRST FLOOR

PROPOSED FLOOR AND CEILING ELEVATIONS

NO.	DESCRIPTION	ELEVATION
1	FLOOR FINISH	10.00
2	CEILING FINISH	9.50
3	MECHANICAL ROOM FLOOR FINISH	10.00
4	MECHANICAL ROOM CEILING FINISH	9.50
5	STAIR FLOOR FINISH	10.00
6	STAIR CEILING FINISH	9.50
7	ELEVATOR FLOOR FINISH	10.00
8	ELEVATOR CEILING FINISH	9.50

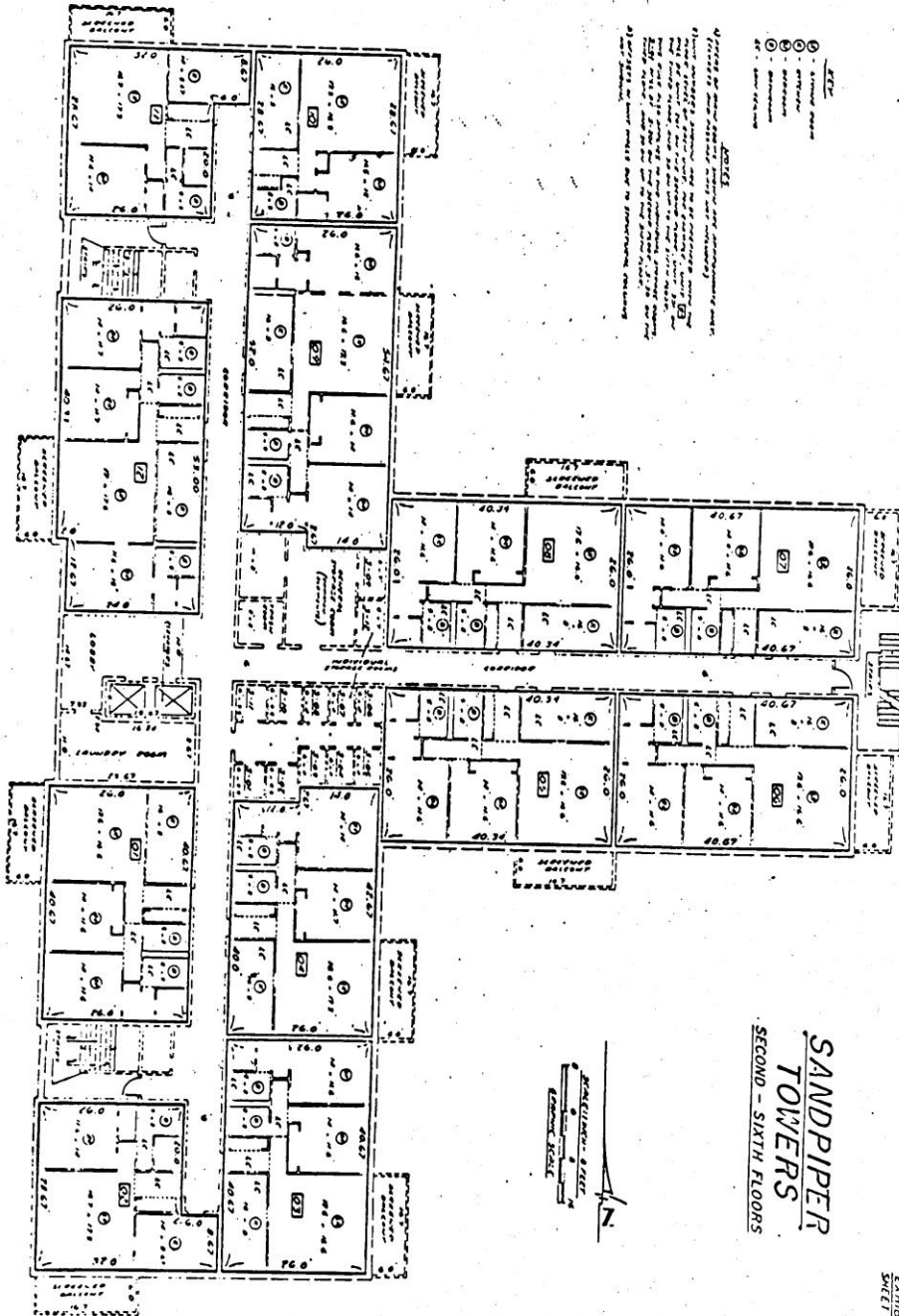
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL ROOMS SHALL BE FINISHED TO THE FINISH ELEVATION.
 ALL CEILING SHALL BE FINISHED TO THE FINISH ELEVATION.
 ALL MECHANICAL ROOMS SHALL BE FINISHED TO THE FINISH ELEVATION.
 ALL STAIRS SHALL BE FINISHED TO THE FINISH ELEVATION.
 ALL ELEVATORS SHALL BE FINISHED TO THE FINISH ELEVATION.

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EXHIBIT 33
 SHEET 2 OF 3

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- ① - Elevator
- ② - Stair
- ③ - Corridor
- ④ - Service Area
- ⑤ - Office
- ⑥ - Conference Room
- ⑦ - Reception
- ⑧ - Storage
- ⑨ - Restroom
- ⑩ - Janitor
- ⑪ - Mechanical
- ⑫ - Electrical
- ⑬ - Telephone
- ⑭ - Mail
- ⑮ - Security
- ⑯ - Parking
- ⑰ - Loading Dock
- ⑱ - Entrance
- ⑲ - Exit
- ⑳ - Fire
- ㉑ - Alarm
- ㉒ - Camera
- ㉓ - Intercom
- ㉔ - Sign
- ㉕ - Light
- ㉖ - Fan
- ㉗ - Heater
- ㉘ - Cooler
- ㉙ - Generator
- ㉚ - Transformer
- ㉛ - Switch
- ㉜ - Panel
- ㉝ - Rack
- ㉞ - Cabinet
- ㉟ - Shelf
- ㊱ - Counter
- ㊲ - Sink
- ㊳ - Stove
- ㊴ - Dishwasher
- ㊵ - Refrigerator
- ㊶ - Freezer
- ㊷ - Microwave
- ㊸ - Toaster
- ㊹ - Kettle
- ㊺ - Coffee Maker
- ㊻ - Dish Rack
- ㊼ - Dish Soap
- ㊽ - Dish Towel
- ㊾ - Dishcloth
- ㊿ - Dish Mat

NOTES:
 1. All dimensions are in feet and inches.
 2. All rooms are to be finished with carpet and wood paneling.
 3. All rooms are to be equipped with air conditioning.
 4. All rooms are to be equipped with lighting.
 5. All rooms are to be equipped with heating.
 6. All rooms are to be equipped with plumbing.
 7. All rooms are to be equipped with electrical.
 8. All rooms are to be equipped with telephone.
 9. All rooms are to be equipped with mail.
 10. All rooms are to be equipped with security.
 11. All rooms are to be equipped with parking.
 12. All rooms are to be equipped with loading dock.
 13. All rooms are to be equipped with entrance.
 14. All rooms are to be equipped with exit.
 15. All rooms are to be equipped with fire.
 16. All rooms are to be equipped with alarm.
 17. All rooms are to be equipped with camera.
 18. All rooms are to be equipped with intercom.
 19. All rooms are to be equipped with sign.
 20. All rooms are to be equipped with light.
 21. All rooms are to be equipped with fan.
 22. All rooms are to be equipped with heater.
 23. All rooms are to be equipped with cooler.
 24. All rooms are to be equipped with generator.
 25. All rooms are to be equipped with transformer.
 26. All rooms are to be equipped with switch.
 27. All rooms are to be equipped with panel.
 28. All rooms are to be equipped with rack.
 29. All rooms are to be equipped with cabinet.
 30. All rooms are to be equipped with shelf.
 31. All rooms are to be equipped with counter.
 32. All rooms are to be equipped with sink.
 33. All rooms are to be equipped with stove.
 34. All rooms are to be equipped with dishwasher.
 35. All rooms are to be equipped with refrigerator.
 36. All rooms are to be equipped with freezer.
 37. All rooms are to be equipped with microwave.
 38. All rooms are to be equipped with toaster.
 39. All rooms are to be equipped with kettle.
 40. All rooms are to be equipped with coffee maker.
 41. All rooms are to be equipped with dish rack.
 42. All rooms are to be equipped with dish soap.
 43. All rooms are to be equipped with dish towel.
 44. All rooms are to be equipped with dishcloth.
 45. All rooms are to be equipped with dish mat.

**SANDPIPER
TOWERS**
SECOND - SIXTH FLOORS

ARCHITECT: [Signature]
 ENGINEER: [Signature]
 CONTRACTOR: [Signature]

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EXHIBIT A
SHEET 3 OF 5

DIVISION OF OWNERSHIP IN COMMON ELEMENTS
AND LIABILITY FOR COMMON EXPENSES

EXHIBIT "C"

Each Unit's Percentage
Liability for Common
Expenses

Each Unit's Percentage
Undivided Share of the
Common Elements and of
and of Common Surplus

Unit No.

1.34994	1.66112%	101
1.66112	1.66112%	201
1.47128	1.47128%	202
1.66112	1.66112%	203
1.66112	1.66112%	204
1.66112	1.66112%	205
1.66112	1.66112%	206
1.66112	1.66112%	207
1.66112	1.66112%	208
1.85097	1.85097%	209
1.47128	1.47128%	210
1.47128	1.47128%	211
1.85097	1.85097%	212
1.66112	1.66112%	301
1.47128	1.47128%	302
1.66112	1.66112%	303
1.66112	1.66112%	304
1.66112	1.66112%	305
1.66112	1.66112%	306
1.66112	1.66112%	307
1.66112	1.66112%	308
1.85097	1.85097%	309
1.47128	1.47128%	310
1.47128	1.47128%	311
1.85097	1.85097%	312
1.66112	1.66112%	401
1.66112	1.66112%	402
1.47128	1.47128%	403
1.66112	1.66112%	404

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<u>Unit No.</u>	<u>Each Unit's Percentage Undivided Share of the Common Elements and of and of Common Surplus</u>	<u>Each Unit's Percentage Liability for Common Expenses</u>
405	1.66112%	1.66112
406	1.66112%	1.66112
407	1.66112%	1.66112
408	1.66112%	1.66112
409	1.85097%	1.85097
410	1.47128%	1.47128
411	1.47128%	1.47128
412	1.85097%	1.85097
501	1.66112%	1.66112
502	1.47128%	1.47128
503	1.66112%	1.66112
504	1.66112%	1.66112
505	1.66112%	1.66112
506	1.66112%	1.66112
507	1.66112%	1.66112
508	1.66112%	1.66112
509	1.85097%	1.85097
510	1.47128%	1.47128
511	1.47128%	1.47128
512	1.85097%	1.85097
601	1.66112%	1.66112
602	1.47128%	1.47128
603	1.66112%	1.66112
604	1.66112%	1.66112
605	1.66112%	1.66112
606	1.66112%	1.66112
607	1.66112%	1.66112
608	1.66112%	1.66112
609	1.85097%	1.85097
610	1.47128%	1.47128
611	1.47128%	1.47128
612	1.85097%	1.85097

EXHIBIT "D"

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SANDPIPER TOWERS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 23, 1981, as shown by the records of this office.

The charter number for this corporation is 761216.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
31st day of December, 1981.



George Firestone
Secretary of State

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ARTICLES OF INCORPORATION

OF

SANDPIPER TOWERS CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Florida and certify as follows:

ARTICLE I

NAME

The name of this corporation shall be: SANDPIPER TOWERS CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

PURPOSE

The corporation is organized as a corporation not for profit under the laws of Florida to provide an entity responsible for the operation and administration of SANDPIPER TOWERS, a Condominium, according to the Declaration of Condominium thereof now or hereafter recorded in the Public Records of Brevard County, Florida. The By-Laws of this association shall be attached to and made a part of the Declaration of Condominium of SANDPIPER TOWERS, a Condominium.

ARTICLE III

MEMBERS

All persons who are owners of Condominium Parcels within SANDPIPER TOWERS, a Condominium, shall automatically be members of this corporation. Such membership shall automatically terminate when such person is no longer the owner of a Condominium Parcel. Membership in this corporation shall be limited to such Condominium Parcel Owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed among the Public Records of Brevard County, Florida and the By-Laws of this corporation which are attached to the said Declaration.

ARTICLE IV

EXISTENCE

This corporation shall have perpetual existence.

ARTICLE V

SUBSCRIBERS

The names and residences of the Subscribers to these Articles of Incorporation are as follows:

Robert M. Winslow	2908 Cove Trail Maitland, Florida 32751
Alton C. Loudermilk	200 Chase Avenue Winter Park, Florida 32789
Pius Machokas	1666 Hibiscus Avenue Winter Park, Florida 32789

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ARTICLE VI

MANAGEMENT

Section 1. The affairs of the corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified by the By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate, shall be established by the By-Laws consistent with the provisions of the Declaration of Condominium.

Section 2. The principal officers of the corporation shall be:

President

Vice-President

Secretary

Treasurer

(the last two offices may be combined and such other officers may be elected as from time to time are deemed desirable, consistent with the By-Laws), who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the corporation.

ARTICLE VII

OFFICERS

The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

President -

Robert M. Winslow

Vice-President -

Pius Machokas

Secretary/Treasurer -

Alton C. Loudermilk

ARTICLE VIII

FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

Robert M. Winslow

Pius Machokas

Alton C. Loudermilk

ARTICLE IX

BY-LAWS

The By-Laws of this corporation shall be adopted by the first Board of Directors and attached to the Condominium Declaration to be filed in the Public Records of Brevard County, Florida, which By-Laws may be altered, amended or rescinded at any duly called meeting of the members in the manner provided by the By-Laws.

ARTICLE X

AMENDMENTS

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

Section 1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

Section 2. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be either:

(a) By not less than 75% of the entire membership of the Board of Directors and by not less than 66% of the votes of the entire membership of the Association; or

(b) By not less than 75% of the votes of the entire membership of the Association.

ARTICLE XI

POWERS

This corporation shall have all of the powers set forth in Chapter 617, Florida Statutes, all of the powers set forth in Chapter 718, Florida Statutes, which is the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and the Appendices thereto.

ARTICLE XII

STOCK AND DIVIDENDS

There shall be no stock issued for this corporation.

ARTICLE XIII

INDEMNIFICATION

Every director and officer of the Association shall be indemnified by the Association to the full extent allowed by law, including, without limitation, indemnification against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIV

ADDRESS

The principal office of the corporation shall be located at 205 N. AIA, South Patrick Shores, Satellite Beach, Florida 32937, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
16th day of December, 1981.

Signed, sealed and delivered
in the presence of:

J.P. Carls
Susan C. Elth

[Signature]
ROBERT M. WINSLOW

J.P. Carls
Susan C. Elth

[Signature]
ALTON C. LOUDERMILK

J.P. Carls
Susan C. Elth

[Signature]
PIUS MACHOKAS

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, a notary public authorized to take acknowledgments
in the State and County set forth above, personally appeared ROBERT
M. WINSLOW, ALTON C. LOUDERMILK and PIUS MACHOKAS, known to me and
known by me to be the persons who executed the foregoing Articles
of Incorporation, and they acknowledged before me that they
executed these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, in the State and County aforesaid, this 15th day of
December, 1981.

[Signature]
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 22, 1984
Bonded by General Ins. Underwriter

EXHIBIT "E"

BY-LAWS

OF

SANDPIPER TOWERS CONDOMINIUM ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT UNDER THE
LAWS OF THE STATE OF FLORIDA

1. Identity. These are the By-Laws of SANDPIPER TOWERS CONDOMINIUM ASSOCIATION, INC., hereinafter called the Association, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on the 23rd day of December, 1981. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, hereinafter called the Condominium Act, which condominium is identified by the name SANDPIPER TOWERS, a Condominium, and is located on real property situate in Brevard County, Florida, more particularly described as follows:

DESCRIPTION AS SET FORTH IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

1.1 The office of the Association shall be at the Condominium, whose address is 205 N. A1A, South Patrick Shores, Satellite Beach, Florida 32937.

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

1.3 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members.

2.1 Roster of Members. The Association shall maintain a roster of the names and mailing addresses of Unit Owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a copy of the record evidence of his title substantiating the owner's membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

2.2 Annual Meeting. The annual member's meeting shall be held in January of each year at such time and place as a majority of the Board of Directors shall determine. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to

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relinquishment of control by the developer of the condominium is less than six (6) months after the first election of directors by the membership of the Association, this annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.3 Special Members' Meetings. Special members' meetings shall be held at the time and place provided in the notice and may be called by the president, or by a majority of the Board of Directors, or by ten percent (10%) of the unit owners giving notice of the meeting as required for meetings of unit owners. The notice shall state the purpose of the meeting.

2.4 Notice of Meeting. Written notice of all meetings of unit owners shall be given to each unit owner and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Unless a unit owner waives in writing the right to receive notice of the meeting by mail, the notice of the meeting shall be sent by mail to each unit owner, and the post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings if allowed under Florida Statutes.

2.5 A quorum at a members' meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

2.6 Voting.

A. In any meeting of members, the owners of units shall be entitled to cast one vote for each condominium unit owned.

B. If a unit is owned by one person, his right to vote shall be established by the roster of members. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of Unit Owners and filed with the Secretary of the Association, provided, however, that if a unit is owned by husband and wife, such certificate shall not be required. If title to a unit is held by a life tenant with others owning the remainder interest, the life tenant shall be the person entitled to vote. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other person.

2.7 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote however, any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof however, in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

2.8 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by President
- b. Election of chairman of the meeting
- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Appointment or election of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than nine (9) directors, the exact number to be determined at the time of election.

3.2 Election of directors shall be conducted in the following manner:

A. Election of directors shall be held at the annual members' meeting.

B. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than twenty (20) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

C. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

D. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

E. Subject to the provision of 718.301 any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

F. Provided, however, that until a majority of the directors are elected by the members other than the Developer of the condominium, neither the first directors of the Association nor any directors replacing them, nor any directors named by the Developer shall be subject to removal by members other than the

Developer. The first directors and directors replaced by the Developer may be removed by the Developer.

G. The Developer shall be vested with the power to designate the initial Board of Directors, who need not be members entitled to vote in the Association. The Initial Board of Directors shall serve until unit owners are entitled to elect unit owners to replace a member or members of the initial Board of Directors as contained in the schedule set out in Paragraphs 3.2(h) and 3.2(i) hereof.

H. The unit owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors at such time as the Developer has conveyed fifteen percent (15%) or more of the units in the condominium, or at such earlier time as the Developer in its discretion may determine.

I. The Unit Owners, other than the Developer, shall be entitled to elect a majority of the members of the Board of Directors:

(1) Three (3) years after the Developer has conveyed fifty percent (50%) of the units that will ultimately be operated by the Association to individual purchasers; or

(2) Three (3) months after the Developer has conveyed ninety percent (90%) of the units that will ultimately be operated by the Association to individual purchasers; or

(3) When all of the units in the condominium have been completed and some of the units have been sold, and none of the remaining units are being offered for sale by the Developer in the ordinary course of business; whichever event occurs first or at such earlier time as the Developer in its discretion may determine.

(4) One hundred twenty (120) days after the date by which seventy-five percent (75%) of the units have been conveyed to unit purchasers.

(5) Three (3) years from the conveyance of the first unit.

J. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in said condominium.

K. Prior to or not more than sixty (60) days after the time Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the Association:

(1) Original or a photocopy of the recorded Declaration and all amendments certified by the Developer or its agent as being a complete copy of the actual recorded Declaration;

(2) A copy of the By-Laws;

(3) The minute books, including all minutes, and other books and records of the Association, if any;

(4) Any house rules and regulations which have been promulgated;

(5) Resignation of officers and members of Board of Directors who are required to resign because the Developer is relinquishing control of the Association;

(6) An audit and accounting, which need not be certified, for all Association funds, performed by an auditor independent of the Developer;

(7) Association funds or control thereof;

(8) All tangible personal property that is property of the Association, represented by the Developer to be part of the common elements ostensibly part of the common elements and an inventory of that property;

(9) Insurance policies;

(10) Copies of any certificates of occupancy, if any, are available to Developer;

(11) Any other permits issued by governmental bodies applicable to the condominium property in force or issued within one (1) year prior to the date the Unit Owners other than the Developer take control of the Association;

(12) Roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;

(13) Leases of the common elements and other leases to which the Association is a party;

(14) Employment contracts, if any;

(15) Service contracts, if any;

(16) Other contracts.

3.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. A notice of regular meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of members of the Association.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Notice of a special meeting shall be posted conspicuously forty-eight (48) hours in advance for the attention of members of the Association except in an emergency.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at a directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 The presiding officer of directors' meetings shall be the chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.11 The order of business at directors' meeting shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers and committees
- f. Unfinished business
- g. New business
- h. Adjournment

3.12 Minutes of all meetings of the Board of Directors or members shall be kept in a book available for inspection at all reasonable times by members of their authorized representatives and the Board of Directors. The Association shall retain minutes of meetings for a period of seven (7) years or such other period of time as may be designated by the Condominium Act.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when it is specifically required. The Association shall, however, in any event retain at all times the powers and duties granted it by the Condominium Act.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary (if determined to be necessary by the Board of Directors), all of whom shall be elected annually by the Board of Directors and who may be pre-emptorily removed at any meeting by concurrence of a majority of all of the directors. There may be two (2) Vice-Presidents, and a Vice-President may also be a Secretary or a Treasurer. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of the president of an

association including, but not limited to, the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he, in his discretion, may determine appropriate.

5.3 The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice-President also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5.5 The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep or cause to be kept books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts in accordance with generally accepted accounting principles.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for various accounts established according to generally accepted accounting principles. All budgets shall be made available upon request to Unit Owners and Mortgagees. The budget shall include reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act.

A. Copies of a proposed budget and proposed assessments shall be delivered or mailed (if allowed by the Condominium Act) to each member not less than thirty (30) days prior to the meeting of the Board of Directors at which time the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

B. If an adopted budget requires assessment against the Unit Owners in any calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget shall

require a vote of not less than a majority vote of all Unit Owners. The Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all Unit Owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all Unit Owners.

6.3 Fidelity bonds shall be required by the Board of Directors from all persons controlling or disbursing funds as shall be in an amount not less than a sum equal to three (3) month's aggregate assessment on all units plus reserve funds or the sum of \$10,000.00 or whichever is greater.

7. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meeting when not in conflict with the Declaration of Condominium, Articles 6f Incorporation or these By-Laws.

8. Amendments. Except as elsewhere provided otherwise, these By-Laws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

A. Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than sixty-six percent (66%) of the votes of the entire membership of the Association; or

B. By not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

C. Until a majority of the Directors are elected by members other than the Developer of the condominium, only by all of the Directors.

8.3 Proviso. Provided, however, that no amendment shall discriminate against any member nor against any unit or class or group of units unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

8.4 No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather

than assist, the understanding of the proposed amendment, it is not necessary to use the 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 By-Law. See By-Law.....for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

8.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Brevard County, Florida.

The foregoing were adopted as the By-Laws of SANDPIPER TOWERS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 1981.

, Secretary

APPROVED:

, President